CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Agreement") is entered into by and between Plaintiff Demarest Schoeppner ("Plaintiff"), individually and on behalf of all others similarly situated, and Defendant RCCH Trios Health, LLC ("Defendant") (collectively, the "Parties").

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning:

A. "Action" means the Complaint that was filed in the Superior Court for the State of Washington, King County, and subsequently transferred to the Superior Court for the State of Washington, Benton County, and any amendments thereto, which is currently captioned *Demarest Schoeppner v. RCCH Trios Health, LLC*, Case No. 25-2-03310-03.

B. "Settlement Class" means all persons who are or who have been employed by Defendant as nursing staff, nurse aides, nurse assistants, and other similar hourly and non-exempt employees who provide direct patient care in the State of Washington from January 28, 2022 to the date of preliminary approval of the class action settlement, and whose wage and hour claims were not released in the Kurtz v. RCCH Trios Health, LLC, et al., No. 4:19-cv-05049-SMJ (E.D. Wa.) settlement in one or more of the job classifications in the table below:

Job Title
Anesthesia Tech/Cell Save
Anesthesia Technician
ARNP
Case Manager
Certified Nurse Aide CNA
CT Tech (Non-Union)
CT Technologist
Diabetic & Nutrition Educ
Dietitian - Registered
Echo Tech
EEG/EPT
Endo Center VF - GI Tech
GI Technician
Mammography Technician
Medical Assistant - Certi
Medical Assistant - Regis
Medical Assistant, Certified
MRI Technician
Nuclear Medicine Tech
Nuclear Medicine Technolo

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Nuclear Medicine Technologist
Nurse Assistant, Certified
Nurse Tech I
Nurse Technician II
Nursing Assistant - Certi
OB Scrub Tech
OB Scrub Tech/Unit Secret
Occupational Therapist
Occupational Therapist NonExempt
Patient Care Tech
Patient Care Technician
Pharmacy Tech
Pharmacy Technician
Phlebotomist
Physical Therapist
Physical Therapist NonExempt
Physical Therapy Assistan
Physical Therapy Assistant, Licensed LPTA
Rad Tech - Non-Certified
Rad/Med Lab Tech - Clinic
Radiology - Rad/CT Techno
Radiology Technician
Radiology Technologist
Registered Nurse, Cath Lab
Registered Nurse, Emergency Services
Registered Nurse, House Supervisor NonExempt
Registered Nurse, ICU
Registered Nurse, Infusion
Registered Nurse, Medical-Surgical
Registered Nurse, NICU
Registered Nurse, Nursery
Registered Nurse, PACU
Registered Nurse, Progressive Care
Registered Nurse, Surgery
Registered Nurse, Womens Services
Respiratory Therapist - C
Respiratory Therapist - R
RN
RN - Per Diem
Rn Critcare Staff
RN-Inpatient LCC
Sitter
Ultrasound Technician

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C. "Settlement Class Counsel" means Schneider Wallace Cottrell Kim LLP and Emery Reddy, PC.

D. "Settlement Class Member" is a member of the Settlement Class.

E. "Settlement Class Counsel Fees Payment" and "Settlement Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Settlement Class Counsel for fees and expenses, respectively, as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

F. "Settlement Class Data" means, for each Settlement Class Member, his or her name; employee identification number; last-known mailing address; Social Security number; email address (if known); and number of workweeks worked during the Settlement Class Period as a Settlement Class Member.

G. "Settlement Class Net Settlement Fund" means the Gross Settlement Amount less the Court-approved amounts for the Settlement Class Representative Service Payment, Settlement Class Counsel Fees Payment, Settlement Class Counsel Litigation Expenses Payment, and Settlement Administration Expenses.

H. "Settlement Class Period" means the period of time from January 28, 2022 to February 18, 2026.

I. "Settlement Class Representative Service Payment" means the service payment made to Plaintiff in her capacity as Settlement Class Representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses in the event the Plaintiff was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff as set forth herein.

J. "Court" means the Superior Court of the State of Washington in and for the County of Benton.

K. "Defendant" means RCCH Trios Health, LLC.

L. "Defendant's Counsel" means Littler Mendelson P.C.

M. "Effective Date" means the date by which all of the following have occurred:

1. This Agreement is approved by the Court; and

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2. The Judgment becomes Final as defined in Section I.N. of this Agreement.

N. "Final" means the last of the following dates, as applicable:

1. If no objection to the Settlement is made, the date after this Agreement is approved by the Court.

2. If an objection to the Settlement is made and Judgment is entered but no appeal is filed, the day after the last date on which a notice of appeal from the Judgment may be filed and none is filed.

3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

O. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

P. "Gross Settlement Amount" means Eight Hundred Thousand Dollars ($800,000) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount and shall be inclusive of all payments of Settlement Shares to the Settlement Class Members, less allocations attributed to Settlement Class Members that opt out of the class (i.e., submit a timely Request for Exclusion), Settlement Administration Expenses, Settlement Class Counsel Fees Payment, Settlement Class Counsel Litigation Expenses Payment, the Settlement Class Representative Service Payment, alleged unpaid wages, penalties, liquidated damages, and any other amounts required for the full and final resolution of this action, but excluding employer payroll taxes due on the portion of the Settlement Shares allocated to wages attributed to Settlement Class Members.

Q. "Judgment" means the Final Approval Order and Judgment entered by the Court disposing of all issues raised in this Action.

R. "Non-Participating Settlement Class Member" means a Settlement Class Member who submits a valid and timely Request for Exclusion.

S. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid and timely Request for Exclusion.

T. "Parties" means Plaintiff, the Participating Settlement Class Members, and Defendant.

U. "Plaintiff" means Demarest Schoeppner.

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V. "Preliminary Approval of the Settlement" means the Court's Order Granting Preliminary Approval of the Settlement.

W. "Released Settlement Class Claims" means the claims released in Section III.F.1 of the Agreement.

X. "Released Parties" means Defendant and all of its affiliated agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, members, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

Y. "Request for Exclusion" means the written request by a Settlement Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.

Z. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement.

AA. "Settlement Administrator" means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator shall be agreed to by all counsel.

BB. "Settlement Share" means each Participating Settlement Class Member's share of the Settlement Class Net Settlement Fund as provided by this Agreement.

II. RECITALS

A. On January 28, 2025, Plaintiff filed a Complaint against RCCH Trios Health, LLC, Lourdes Hospital, LLC, and Our Lady of Lourdes Hospital at Pasco, in the Superior Court for the State of Washington, King County. Plaintiff asserted claims of:

1. Failure to pay overtime in violation of the Revised Code of Washington ("RCW") 49.46.130;

2. Failure to provide meal and rest breaks in violation of RCW 49.12.020 and WAC 296-126-092;

3. Failure to pay minimum wage for all hours worked in violation of RCW 49.46.090;

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4. Failure to pay wages owed at termination in violation of RCW 49.48.010;

5. Willful refusal to pay wages in violation of RCW 49.52.050; and

6. Violation of the Washington Consumer Protection Act, RCW 19.86.

B. On June 9, 2025, Defendants RCCH Trios Health, LLC, Lourdes Hospital, LLC, and Our Lady of Lourdes Hospital at Pasco filed their respective answers with affirmative defenses to the Complaint.

C. On October 2, 2025, King County Superior Court issued an order granting Defendants' Motion to Transfer Venue to Benton County.

D. On January 8, 2026, Benton County Superior Court granted Plaintiff's and Defendants' stipulated motion for voluntary dismissal of Lourdes Hospital, LLC and Our Lady of Lourdes Hospital at Pasco.

E. On January 26, 2026, the Parties participated in an all-day mediation session presided over by Michael Russell, a respected mediator of wage and hour class actions. At the mediation, the Parties represented by their respective counsel were able to agree to settle the Action with the assistance of the mediator. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties regarding the Settlement.

F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Settlement Class have merit or that Defendant bears any liability to Plaintiff or the Settlement Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that the stipulation of class certification is for the purposes of this Settlement only, that certification for settlement purposes is in no way an admission that class certification is proper, and that evidence of this stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum amount that Defendant will pay under this Settlement is Eight Hundred Thousand Dollars ($800,000) less any payment allocations attributed to

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Settlement Class Members that opt out of the class. This amount is all-inclusive of all payments contemplated in this resolution but excludes any employer payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator.

B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than $10,000 as the Settlement Class Representative Service Payment. Defendant will not oppose a Settlement Class Representative Service Payment of no more than $10,000 for Plaintiff. The Settlement Administrator will pay the Settlement Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Settlement Class Representative Service Payment of less than $10,000 for Plaintiff, the remainder will be retained in the Settlement Class Net Settlement Fund for distribution to Participating Settlement Class Members. Payroll tax withholding and deductions will not be taken from the Settlement Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment. To receive the payment, Plaintiff agrees to a general release of all claims as set forth below, and agrees and acknowledges that she will not opt out of the Settlement upon receipt of the Settlement Class Notice.

2. **To Settlement Class Counsel:** Settlement Class Counsel will apply to the Court for an award of not more than one-third (1/3) of the Gross Settlement Amount, which is presently $266,666.67 as their Settlement Class Counsel Fees Payment and actual expenses (currently estimated at $12,000) incurred as documented in Settlement Class Counsel's billing records as their Settlement Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for Settlement Class Counsel Fees Payment and Settlement Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the Settlement Class Counsel Fees Payment and Settlement Class Counsel Litigation Expenses Payment out of the Gross Settlement Amount. If the Court approves a Settlement Class Counsel Fees Payment or a Settlement Class Counsel Litigation Expenses Payment less than provided for in this Agreement, the remainder will be retained in the Settlement Class Net Settlement Fund for distribution to Participating Settlement Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Settlement Class Counsel Fees Payment and Settlement Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Settlement Class Counsel with respect to those payments. The payment of the Settlement Class Counsel Fees Payment and Settlement

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Class Counsel Litigation Expenses Payment shall be made to Schneider Wallace Cottrell Kim LLP.

3. **To the Settlement Administrator:** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and actual expenses that are documented and approved by the Court not to exceed $7,690.00 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than $7,690.00, the remainder will be retained in the Settlement Class Net Settlement Fund for distribution to Participating Settlement Class Members.

C. **Payments from the Settlement Class Net Settlement Fund.**

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Settlement Class Net Settlement Fund to each Participating Settlement Class Member. The submission of a claim form is not required to be paid.

2. **Calculation.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Settlement Class Member based on the formulas below:

a. Settlement Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

i. When calculating the estimated individual Settlement Shares the Settlement Administrator will assume that no Settlement Class Member opts out, and that all Settlement Class Members cash their settlement award checks. When calculating the individual Settlement Shares to Settlement Class Members following the final approval Date (for purposes of preparing individual settlement award checks), the Settlement Administrator will not include Settlement Class Members who validly request exclusion from the settlement.

ii. Each Participating Settlement Class Member's share shall be calculated by first dividing their weeks worked during the Settlement Class Period by the total of all Settlement Class Members' weeks worked during the Settlement Class Period. This calculation will result in a percentage figure for each Settlement Class Member (the "Percentage Figure"). The Percentage Figure will then be used to determine each Settlement Class Member's portion of the Net Settlement Amount by multiplying the Percentage Figure to the Net

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Settlement Amount.

3. **Withholding.**

a. Subject to approval by the Court, one-fourth (1/4) of each Settlement Share is in settlement of wages (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount.

b. Subject to approval by the Court, three fourths (3/4) of each Settlement Share is in settlement of claims for interest, liquidated damages, exemplary damages, and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

4. **Effect of Non-Participating Settlement Class Members.** If a Settlement Class Member opts out of the Settlement (i.e., submit a timely Request for Exclusion), any portion of the Net Settlement Amount that was allocated to that Settlement Class Member will remain with the Defendant and not funded to the Settlement Administrator.

D. **Appointment of Settlement Administrator.** The Parties have mutually agreed to ask the Court to appoint Apex Class Action Administration as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Settlement Class Notice Packet to all Settlement Class Members; creating a website containing key settlement notice documents and information, conducting a National Change of Address search to update Settlement Class Member addresses before mailing the Settlement Class Notice Packets; re-mailing Settlement Class Notice Packets that are returned to the Settlement Class Member's new address; sending reminders to Settlement Class Members; setting up a toll-free telephone number to receive calls from Settlement Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Settlement Class Notice Packets and receipt of completed Requests for Exclusion; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. Subject to judicial review, the Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Settlement Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the

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cost of printing and mailing the Settlement Class Notice Packet, will be paid out of the Gross Settlement Amount.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). The Parties will submit any disagreement between them concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement to the Court for resolution. The Parties will submit for approval the Notice of Settlement in the form attached hereto as Exhibit A. The Parties will submit for approval the Preliminary Approval Order (in the form attached hereto as Exhibit B) and Final Approval Order (to be drafted and agreed upon by the Parties during the Notice period).

b. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Settlement Class Members or the binding effect of the Settlement on Participating Settlement Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Settlement Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, Settlement Class Members will be sent the Settlement Class Notice Packet (which will include the Settlement Class Notice, attached hereto as Exhibit A as approved by the Court) completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the estimated Settlement Share for Settlement Class Members as follows:

a. No later than 21 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Settlement Class Member's Settlement Class Data. If any or all of the Settlement Class Data is unavailable to Defendant, Defendant will so inform Settlement Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Settlement Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required

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to applicable taxing authorities, to carry out the reasonable efforts described in Section III.E.2.c, or pursuant to Defendant's express written authorization or by order of the Court. All Settlement Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose.

b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Settlement Class Data, the Settlement Administrator will mail the Settlement Class Notice Packets to all Settlement Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

c. If a Settlement Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 3 days from receipt of the returned packet, search for a more current address for the Settlement Class Member and re-mail the Settlement Class Notice Packet to the Settlement Class Member. The Settlement Administrator will use the Settlement Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Settlement Class Counsel and according to the following deadlines, to trace the mailing address of any Settlement Class Member for whom a Settlement Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Settlement Class Members for whom new addresses are found. If the Settlement Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Settlement Class Counsel and Defendant's Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

d. As part of its weekly status report, the Settlement Administrator will inform Settlement Class Counsel and Defendant's Counsel of the number of Requests for Exclusion it receives (including the number of valid and deficient Requests) and objections received.

e. Not later than 10 days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement

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Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and deficient Requests) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

f. Plaintiff will give 10 days' advance notice of the preliminary and final approval motion papers to Defendant before filing, in order to give Defendant an opportunity to comment on the motion papers.

3. **Objections to Settlement; Disputes as to Workweeks allocated to Settlement Class Members; Requests for Exclusion.** Participating Settlement Class Members may submit objections to the Settlement. Participating Settlement Class Members may also submit disputes as to workweeks allocated to them and Requests for Exclusion pursuant to the following procedures:

a. **Objections to Settlement.** The Class Notice will provide that Participating Settlement Class Members who wish to object to the Settlement or any aspect thereof, may do so, in writing. Objections in writing must be submitted to the Settlement Administrator with copies to the Parties' Counsel and postmarked no later than 30 days after the Settlement Administrator mails the Settlement Class Notice Packets. Objections must set forth the factual and legal grounds for the objection and comply with the instructions in the Settlement Class Notice. Settlement Class Members who make a timely objection shall be entitled, but are not required, to be heard at the final approval hearing (whether individually or through separate counsel) to object to the Settlement or any aspect thereof. A Participating Settlement Class Member who does not submit an objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement or any aspect thereof, unless otherwise excused by the Court upon a showing of good cause. Settlement Class members who have filed a valid Request for Exclusion as provided in Section III.E.3.c below shall have no ability to comment on or object to the Settlement.

No Settlement Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing has been filed with the Court

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and served upon Settlement Class Counsel and Defendant's Counsel within 30 days after the Settlement Administrator mails the Settlement Class Notice Packets. The postmark date of mailing to Settlement Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the earlier of the two postmark dates will control. Absent good cause found by the court, Settlement Class Members who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the Settlement Class Member submit a written objection may be excused by the Court upon a showing of good cause. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement. Any remote appearance fees for an appearance by an objecting Settlement Class member will be paid by the objecting settlement class member.

b. **Disputes as to Workweeks.** In calculating each individual Settlement Class share of the settlement, Defendant's reasonably available records regarding the workweeks of Settlement Class Members shall be presumed to be correct. Settlement Class Members will be provided with the individualized information upon which their respective shares of the Net Settlement Amount will be based.

Each Settlement Class Member shall also have 30 days from the date of mailing the Settlement Class Notice Packet in which to dispute the number of workweeks the Settlement Class Notice allocates to them during the Settlement Class Period. Settlement Class Members who dispute Defendant's records must submit a challenge in writing to the Settlement Administrator and will bear the burden of proof, i.e., a Settlement Class Member who fails to provide written documentation supporting a different number of workweeks than that specified in his or her Notice will have his or her dispute denied. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any such dispute shall be in writing and sent to the Settlement Administrator in accordance with the Settlement Class Notice.

c. **Requests for Exclusion.** The Settlement Class Notice also will provide that Settlement Class Members who wish to exclude themselves from the Settlement must mail to the Settlement

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Administrator a signed Request for Exclusion. Such written statement must be postmarked no later than 30 days after the Settlement Administrator mails the Settlement Class Notice Packets. To be valid, a Request for Exclusion must be timely mailed, must be received by the Settlement Administrator and must comply with the instructions in the Settlement Class Notice. The written request for exclusion must be signed individually by the Settlement Class Member. No request for exclusion may be made on behalf of a group. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Settlement Class Member's identity. Settlement Class Members who submit valid Requests for Exclusion will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by the Settlement Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. Persons who submit a valid Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

A Settlement Class Member who does not submit a valid Request for Exclusion in the manner provided for in this Section III.E.3.c. will automatically become a Participating Settlement Class Member. All Participating Settlement Class Members will receive a Settlement Share without the need to file claim forms and will be bound by all terms and conditions of the Settlement, including without limitation the release of the Released Class Claims regardless of whether the Participating Settlement Class Members have also submitted objections to the Settlement.

d. **Report.** Not later than 10 days after the deadline for submission of Requests for Exclusion, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Settlement Class Members and all Non-Participating Settlement Class Members.

4. **Right of Defendant to Reject Settlement.** Defendant estimates that there are approximately 334 employees during the Settlement Class Period. If ten percent (10%) or more of the Settlement Class Members (i.e., 34 or more Settlement Class Members) timely submit valid Requests for Exclusion, Defendant will have the right, but not the obligation, and the sole and absolute discretion to rescind or void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that

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otherwise would have been owed under this Agreement. The Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement will be paid by Defendant. Defendant will notify Settlement Class Counsel and the Court whether it is exercising this right to void not later than 15 days after the Settlement Administrator notifies the Parties of the number of valid Requests for Exclusion it has received.

5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Settlement Class Member to object to the Settlement, appeal from the Judgment, or request exclusion from the Settlement. If a Settlement Class Member submits a Request for Exclusion, Settlement Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Settlement Class Member to participate in separate litigation against Defendant.

6. **Additional Briefing and Final Approval.**

   a. Plaintiff will file with the Court an unopposed Motion for Final Approval of the Settlement and payment of the Settlement Administrator Expenses. Plaintiff shall request the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the deadline to object.

   b. Settlement Class Counsel will file with the Court their motion for the Settlement Class Counsel Fees Payment, Settlement Class Counsel Litigation Expenses Payment and Settlement Class Representative Service Payment no later than the date the Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

   c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Settlement Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Settlement Class Counsel for the Settlement Class Representative Service Payment, the Settlement Class Counsel Fees Payment, or the Settlement Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

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d. Upon final approval of the Settlement by the Court and after entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Settlement Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Settlement Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Settlement Class Representative Service Payment or the Settlement Class Counsel Fees Payment or Settlement Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of

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payroll taxes within 10 business days of the Effective Date. Within 3 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will pay the Settlement Shares to Participating Settlement Class Members; the Settlement Class Representative Service Payment to Plaintiff; the Settlement Class Counsel Fees Payment and the Settlement Class Counsel Litigation Expenses Payment to Settlement Class Counsel; and the Settlement Administration Expenses to the Settlement Administrator.

10. **Escalator Clause.** Defendant estimates that there are approximately 334 employees during the Settlement Class Period. Plaintiff is entering into this Settlement Agreement based on such representations. In the event it is determined that the actual number of employees exceeds 334 by more than ten percent (10%) during the Settlement Class Period (i.e., 34 or more Settlement Class Members), Defendant will have the option of either: (a) increasing the Gross Settlement Amount proportionally; or (b) shortening the release period so that no increase of the Gross Settlement Amount is required.

11. **Uncashed Settlement Share Checks.** Participating Settlement Class Members must cash their Settlement Share checks within 180 days after they are mailed. If a check is returned to the Settlement Administrator within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Settlement Class Member at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Settlement Share check is not cashed within 120 days after its last mailing, the Settlement Administrator will also send the affected Participating Settlement Class Member a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be distributed in accordance with III.E.12.

12. ***Cy Pres* Distribution of Uncashed Settlement Share Checks.** If any checks to Participating Settlement Class Members remain uncashed 180 days after distribution, remaining funds shall either be redistributed to the Settlement Class or delivered to a *cy pres* organization jointly selected by the Parties and approved by the Court.

13. **Final Report by Settlement Administrator to Court.** Within 10 days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

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F. **Release of Claims.**

1. **Released Settlement Class Claims by Participating Settlement Class Members.** As of the Effective Date, Plaintiff and Participating Settlement Class Members shall fully and finally release and discharge Defendant and the Released Parties from any and all federal, state or local claims, obligations, demands, rights, actions, causes of action and liabilities, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including without limitation claims for unpaid overtime wages, unpaid wages, minimum wage violations, meal period violations, rest period violations, failure to pay wages at termination, restitution, penalties, interest, liquidated damages, double damages, treble damages, exemplary damages, attorneys' fees, costs, disbursements and expenses, including without limitation claims under RCW 49.46.130; RCW49.46.090, RCW 49.48.030, RCW 19.52.020, RCW 49.12.020, RCW 49.12.005, RCW 49.12.150, RCW 49.48.030, 49.48.010, 49.52.050, 49.52.070, RCW 19.86, 49.46.020, RCW 19.86.020, RCW 19.86.090, WAC 296-126-092, WAC 296-126-002, WAC 296-126-023, the Fair Labor Standards Act (FLSA), and local law. The settlement class release period shall extend from January 28, 2022 through the date of preliminary approval.

   Plaintiff further agrees that Plaintiff's pending case in the United States District Court for the Middle District of Tennessee will be amended to remove Plaintiff as a named-plaintiff and modify the collective definition in that lawsuit to exclude the Settlement Class Members, including Plaintiff (notice in that action will not be sent to Settlement Class Members, including Plaintiff).

2. **Plaintiff.** As of the Effective Date, in addition to the releases set forth in Sections III.F.1 above, Plaintiff hereby fully and finally releases Defendant and Released Parties from any and all claims, known or unknown, asserted or that might have been asserted, that she has or might have against Defendant and Released Parties ("Plaintiff's Released Claims"). Plaintiff's Released Claims include without limitation breaches of contract, whether written, oral or implied; violations of any public policy; tort claims, including but not limited to intentional infliction of emotional distress and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or other expenses, including attorneys' fees; and any violations of the following statutes, laws, and regulations: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990, as amended; the Age

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Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Family and Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the Washington Revised Code, the Washington Administrative Code and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of being released by Plaintiff, excluding any claims that cannot be released as a matter of law.

3. **Settlement Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Settlement Class Counsel and any counsel associated with Settlement Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.

G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

H. **Limitation on Public Statements About Settlement.** The Parties represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Settlement Class Counsel from communicating with Settlement Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Settlement Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Settlement Class Members. Plaintiff and Settlement Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. Defendant may disclose information regarding the Settlement under their contractual and legal obligations. Nothing in this section prohibits Plaintiff or any other current or former employee of Defendant from disclosing or discussing conduct, as defined by RCW 49.44.211, that they reasonably believe, under federal, state, or common law, constitutes a violation of a clear mandate of public policy, discrimination, harassment, retaliation, or a wage or hour infraction at work or a work-related event.

I. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.** Defendant does not admit to any wrongdoing or liability as it relates to the claims or related facts asserted in the Complaint, that Class Certification is appropriate, or that the Settlement constitutes an admission of any liability. The Settlement reflects the Parties' good faith compromise of the claims

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alleged, based upon assessment of the mutual risks and costs of further litigation.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Settlement Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

4. **No Prior Assignments.** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended) or otherwise.

6. **Modification of Agreement.** Except as set forth in III.I.3 above this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.

7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of Washington.

9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, considering all relevant factors, current and potential.

11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Settlement Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within 30 days after the Judgment becomes Final, Settlement Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

12. **Actions Affecting Settlement.** If any claim, administrative proceeding or action is commenced by any individual, federal, state or local governmental authority in a parens patriae function (and not in its capacity as a Non-Participating Class Member) asserting claims within the scope of the Action, the Plaintiff and Class Counsel shall intervene in that action at the request of Defendant. Plaintiff and Class Counsel shall intervene to fully support Defendant by asserting that the action is within the scope of this Settlement, the Complaint, and the Judgment entered herein.

    To the extent permitted by law, Plaintiff and Participating Class Members agree to release and discharge Releasees not only from any and all claims which they could make on their own behalf, but they also specifically waive any right to become, and promise not to become, a member of any class in any proceeding or case in which a claim or claims by any Plaintiff or Government agency against Releasees may arise, in whole or in part, from any event which occurred as of the date of this Agreement and that was asserted, or reasonably could have been asserted, in this Action. To the extent permitted by law, the Parties agree that if Participating Class Members, by no action of their own, become a mandatory member of any class from which they cannot or do not opt out, they waive any right to any monetary or other recovery obtained on behalf of such class.

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13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

14. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Settlement Class:

Carolyn H. Cottrell (Pro Hac Vice)
Ori Edelstein (Pro Hac Vice)
Robert E. Morelli, III (Pro Hac Vice)
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
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Timothy W. Emery, WSBA No. 34078
Patrick B. Reddy, WSBA No. 34092
Paul Cipriani, WSBA No. 59991
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To Defendant:

Chris Michalski (Pro Hac Vice)
cmichalski@littler.com
Breanne Martell, WSBA #39632
bsmartell@littler.com

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Gray Jeong, WSBA #61858
gjeong@littler.com
LITTLER MENDELSON, P.C.
One Union Square
600 University Street, Suite 3200
Seattle, WA 98101.3122
Phone: 206.623.3300
Fax: 206.447.6965

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

16. **Stay of Litigation.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Agreement.

17. **Court Filings.** The Parties agree not to object to any Court filings consistent with this Agreement. Plaintiff will give ten days' advance notice of the preliminary and final approval motion papers to Defendant before filing, in order to give Defendant an opportunity to comment on the motion papers, including the form of Final Judgment, which Defendant must approve.

18. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over this Action and all related matters, including preliminary approval of the Agreement, final approval of the agreement, and any post-judgment issues.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: July 16, 2026

Demarest Schoeppner

Demarest Schoeppner

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Dated: _____, 2026

RCCH Trios Health, LLC

_____

Dated: July 20, 2026

SCHNEIDER WALLACE COTTRELL KIM LLP

By: _____
Carolyn H. Cottrell
Attorney for Plaintiff

Dated: _____, 2026

LITTLER MENDELSON P.C.

By: _____
Christopher Michalski
Attorney for Defendant

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Dated: 7/28/2026, 2026

RCCH Trios Health, LLC

DocuSigned by:
Bob Barrett
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Bob Barrett
President, Western Division

Dated: _____, 2026

SCHNEIDER WALLACE COTTRELL KIM LLP

By: _____
Carolyn H. Cottrell
Attorney for Plaintiff

Dated: 8/3, 2026

LITTLER MENDELSON P.C.

By: _____
Christopher Michalski
Attorney for Defendant