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SETTLEMENT AGREEMENT

Subject to the approval of the Superior Court for the State of Washington, in and for the County of King at Seattle, Plaintiff Rhonda Knight, individually and on behalf of all Class Members, as defined herein, and Defendant Overlake Medical Center and Clinics fka Overlake Hospital Medical Center agree to the terms of this joint settlement agreement and release (the "Settlement").

I. RECITALS

1. On September 20, 2023, Sergio Pereira filed suit against Defendant, asserting claims on behalf of all hourly workers regarding time-clock rounding and second meal periods.

2. On January 14, 2025, Rhonda Knight filed suit against Defendant, asserting claims on behalf of all hourly workers regarding third rest breaks.

3. On April 14, 2025, the Court ordered the cases consolidated; Mr. Pereira withdrew as class representative and on August 7, 2025, Ms. Knight filed a Consolidated Complaint, alleging all claims previously pled in the actions.

4. The Parties, through their attorneys, engaged in extensive discovery and litigation, including multiple sets of interrogatories, requests for production, and depositions on both sides. Defendant produced employment policies, class-wide time and pay data, and other documents related to Plaintiffs' claims and Defendant's defenses.

5. The proposed Settlement is not an admission of liability by Defendant. Throughout the course of litigation, Defendant has denied and continues to deny any liability or wrongdoing, or that any compensable injury arose out of any of the allegations in the Action. Defendant contends that it has complied with all applicable laws and regulations.

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6. On October 27, 2025, the Parties conducted a full-day mediation with Hon. Dean Lum (ret.). The parties were unable to come to resolution on the terms of a settlement during the mediation.

7. On January 16, 2026, Defendant sent checks to approximately 3800 employees who were potential class members, purporting to be represent individual offers to settle the claims in this case. The offers amounted to approximately $4.9 million. The parties dispute the effectiveness of any release of claims associated with these offers, and all persons who accepted such offers and otherwise qualify to participate in this Settlement as Settlement Class Members will not be excluded on the basis of accepting those offers.

8. On March 13, 2026, the Court granted Plaintiff's motion to extend the cashing period for the checks Overlake sent to individual class members from 90 to 180 days from check date, July 15, 2026.

9. On May 12, 2026, the parties engaged in renewed mediation with Mr. Dennis Clifford of Houston, Texas. That mediation continued on May 14, 2026. The parties did not reach agreement during that mediation, but negotiations continued. The parties thereafter reached an agreement in principle resulting in this Agreement

10. On March 13, 2026, the Court certified three classes. The Settlement Classes are defined below.

11. Defendant will not dispute that the Settlement is fair, reasonable, and adequate under the circumstances, taking into account litigation risks and costs of defense.

12. Class Counsel represent that they have conducted a thorough investigation into the facts of this Action and have diligently pursued an investigation of the Settlement Class Members' claims against Defendant, including engaging in pre-mediation investigation and

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extensive discovery, reviewing substantial data and documents, retaining an expert to calculate the alleged damages in the case, researching the applicable law and potential defenses, and engaging in motions practice related to the same. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable and adequate, and is in the best interests of Settlement Class Members in light of all known facts and circumstances, including the risk of protracted litigation and the inherent uncertainty of a potential damages trial and appellate issues.

13. This Settlement represents a compromise of materially disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims in the Action have merit.

14. The entry of Final Judgment in this Action shall dismiss the Action with prejudice in its entirety, with each Party bearing its own fees, costs, and expenses except as provided in the Settlement and with the Court retaining jurisdiction solely to enforce the terms of the Settlement.

II. DEFINITIONS

For the purposes of the Settlement, the Parties agree to the following defined words and phrases:

15. "Action" shall mean the civil action currently pending in King County Superior Court entitled "Rhonda Knight v. Overlake Hospital Medical Center," Case No. 23-2-18028-3 SEA.

16. "Check Cashing Period" shall mean the 180-day period commencing the date on which the Settlement Payments are mailed to the Settlement Class Members. After the 180-day Check Cashing Period, any uncashed proceeds shall be dispersed as set forth in Paragraph 29(b), below.

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17. "Class Counsel" shall mean Daniel Johnson and Cynthia Heidelberg of Breskin Johnson Trial Lawyers PLLC, and Carson Phillips-Spotts and Lindsay Halm of Schroeter, Goldmark & Bender.

18. "Settlement Class Member" shall mean Plaintiff and any individual who is a member of one or more of the following classes:

(a) Rounding Class: All hourly, non-exempt employees who worked at any of Defendant's medical center or care clinics, who used an electronic timekeeping system to record their time within the class period between September 20, 2020, and March 8, 2025;

(b) Missed Second Meal Period Class: All hourly, non-exempt employees engaged in patient care who worked at any of Defendant's medical centers or care clinics between September 20, 2020, and July 1, 2026, who did not receive second meal periods on shifts with a duration of greater than 10.5 hours; and

(c) Missed Third Rest Break Class: All current and former hourly-paid employees who worked at Overlake between January 21, 2022 and July 1, 2026, who were not provided third rest breaks on shifts lasting 12 hours or longer.

(d) Defendant's business records produced in the litigation revealed there are approximately 6,600 members of the Settlement Class.

19. "Response Deadline" shall mean the date by which objections must be postmarked and/or received by the Settlement Administrator if any Settlement Class Member wishes to file an objection to the Settlement.

20. "Individual Settlement Payment" shall mean the amount of money allocated to each Settlement Class Member pursuant to Paragraph 30 of this Settlement Agreement.

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21. "Final" shall mean the later of (i) expiration of the time for filing an appeal from or otherwise seeking appellate review of the Final Judgment; or (ii) if an appeal is timely filed or other appellate review is sought, the date that the Final Judgment is finally affirmed and all other means of appellate review have been exhausted or have expired.

22. "Final Judgment" shall mean the Order granting final approval of the class action Settlement entered by the Court.

23. "Gross Settlement Amount" shall mean the settlement amount of $7,000,000 (Seven Million Dollars) that Defendant will be obligated to pay in connection with the Settlement. The Gross Settlement Amount includes all administrative costs, Class Representative Service Awards, and Class Counsel's attorneys' fees and costs. Other than any amounts due to class members erroneously excluded, as described in Paragraph 29(b), Defendant shall in no event pay more than the Gross Settlement Amount.

24. "Net Settlement Fund" (or "NSF") shall mean the balance of the Gross Settlement Amount available for allocation to individual Settlement Class Members after deduction of all Court-approved costs associated with the Settlement, including all payments to Class Counsel for attorneys' fees and costs, any payments to the Settlement Administrator for settlement administration fees, payment of the employer-side payroll taxes associated with W-2 payments made to Settlement Class Members, and any Class Representative Payments. The NSF shall be allocated pro rata to Settlement Class Members as Individual Settlement Payments based on Class Counsel's calculation of individual potential damages, including Class Counsel's risk assessments, as described in Paragraph 30 of this Settlement Agreement.

25. "Notice" shall mean the Notice of Class Action Settlement, attached hereto as **Exhibit A.** It is the Notice, approved by the Parties and subject to Court approval, which the

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Settlement Administrator will mail to each Settlement Class Member explaining the terms of the Settlement.

26. "Settlement Administrator" shall mean the Settlement Administrator that Class Counsel has selected to perform the duties set forth in this Settlement, subject to the Court's approval. The Settlement Administrator in this case is Apex Class Action Administration and the mailing address is 18 Technology Dr, Irvine, CA 92618

27. "Settlement Class Period" shall mean the entire period covering all class claims from September 20, 2020 through July 1, 2026.

28. "Settlement Effective Date" will be the later of (i) the date that the time for filing an appeal from or otherwise seeking appellate review of the Final Judgment expires; or (ii) if an appeal is timely filed or other appellate review is sought, the date that the Final Judgment is finally affirmed and all other means of appellate review have been exhausted or have expired.

III. TERMS OF SETTLEMENT

29. Gross Settlement Amount: The Gross Settlement Amount under this Settlement is $7,000,000.00 as defined above.

(a) Checks Cashed Process: Settlement Class Members will receive a check pursuant to this Settlement as set forth under Paragraph 30. Settlement checks will provide that they expire 180 days from the date of issuance.

(b) Use of Uncashed Checks to Resolve Valid Claims of Erroneous Exclusion from the Class: At the conclusion of the 180-day check cashing period, any remaining funds associated with Settlement Class Members' uncashed checks will be held by the Settlement Administrator until the end of that tax year in an interest-bearing account to be used to resolve valid claims of erroneous exclusion from the Settlement Class (if any) from Defendant's employees or former employees and/or to reissue

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checks that were lost. Any amounts remaining on December 31 of that tax year shall be treated as residual funds and distributed, with Court approval, to the Parties' agreed cy pres recipients, Legal Foundation of Washington (50%) and the Fair Work Center (50%). If the remaining funds are insufficient to satisfy any valid claims of erroneous exclusion, the cost of satisfying those claims will be borne by Defendant, provided that, any such claims of erroneous exclusion that are presented and verified by the parties by the Effective Date, and that the complete punch and payroll data for those excluded is provided by Overlake to Class Counsel prior to the Settlement Effective Date, then any amounts that Class Counsel calculates are due to such individuals shall be paid from the Net Settlement Fund, up to and not to exceed an amount equal to 4% of the Net Settlement Fund. Any amounts determined to be due to erroneously excluded Class Members that exceed that amount, or that are not confirmed as described herein prior to the Settlement Effective Date, will be paid by Overlake.

(c) Settlement Administrator Payment: The actual fees and expenses of the Settlement Administrator, capped at $40,000.00 shall be paid out of the Gross Settlement Amount.

(d) Class Counsel's Attorneys' Fees and Costs: Defendant will not oppose Class Counsel's request to the Court for approval of a total for attorneys' fees and costs in an amount that does not exceed 30% of Gross Settlement Amount, plus Class Counsel's actual litigation costs, to be paid out of the Gross Settlement Amount. Class Counsel's attorneys' fees and costs include all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal

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of the Action. The Settlement Administrator will issue to each attorney acting as Class Counsel a Form 1099 with respect to their share of awarded fees and costs. The effectiveness of the Settlement is not conditioned on the Court's approval of Class Counsel's attorneys' fees and costs.

(e) Class Service Awards: Defendant will not oppose Plaintiff's application to the Court for Class Service Award to Rhonda Knight in an amount not to exceed $10,000, and $1,000 each to class members who were deposed: Angelique Barnes, Jessica Knowles, Gina Lobello, Sara Heffron, and Sergio Pereira. The Settlement Administrator will issue to each a Form 1099 with respect to their Class Service Award. The effectiveness of the Settlement is not conditioned on the Court's approval of the Class Service Awards.

30. Distribution to Settlement Class Members: Distribution of the Net Settlement Fund shall be made as follows:

(a) After deductions of Court approved Class Counsel's attorneys' fees and costs, the Class Service Awards, employer-side payroll taxes associated with W-2 payments made to Settlement Class Members, and the payment for the services of the Settlement Administrator, the remainder of the Gross Settlement Amount (i.e., the Net Settlement Fund or NSF) shall be available to be distributed to the Settlement Class Members.

(b) The calculation of the Individual Settlement Payment is as follows and is based upon the information provided by Defendant to Plaintiff's expert, by and through Plaintiffs' counsel, who shall calculate the Individual Settlement Payments as outlined below:

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a. The gross amount of potential meal and rest break damages will be determined by multiplying the number of qualifying shifts worked (i.e., shifts consisting of 10 or more work hours for second meal periods and 12 or more work hours for third rest breaks) during the applicable class period, by the employee's base rate of pay during each pay period, and added to the gross amount of damages due from the employee's net unpaid time due to rounding over the course of the Rounding Class period. This will yield the individual gross damages amounts.

b. Interest will be added to the gross damages amounts at 12% per annum from the end of each pay period through July 1, 2026. The gross damage amounts with interest will be discounted for applicable risks (e.g., alleged meal period waivers).

c. The amounts previously paid to Settlement Class Members through individual checks will be deducted, and an overhead deduction for litigation expenses, capped at 33% of the gross individual check amount, will also be applied to Settlement Class Members who received individual settlement check payments.

d. These adjusted individual damages amounts will be divided by the total adjusted damages calculated for all Settlement Class Members, and the resulting ratio will determine the share of Net Settlement Fund due to each Settlement Class Member.

(c) The parties have agreed to include those class members who accepted Overlake's individual settlement checks in this Settlement. The calculation of Individual Settlement Payments described above will take into account, as an offset, the amounts offered to Settlement Class Members through individual settlement checks. As part of this Settlement, Defendant agrees to direct deposit any uncashed individual settlement checks issued to Settlement Class Members who are still employed as of the execution of this Settlement, and agrees to reissue any other uncashed checks upon request, until three months after the date of execution of this Settlement.

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(d) Twenty-five percent (25%) of each Individual Settlement Payment will represent wages allegedly due and will be subject to required legal deductions and reported on a Form W-2. Seventy-five percent (75%) of every Individual Settlement Payment will represent alleged statutory liquidated damages and pre-judgment interest and will be reflected on a Form 1099. The W-2s and 1099s will be prepared by the Settlement Administrator who will also be responsible for calculating and reporting the employee and employer payroll tax amounts to the relevant taxing authority. All taxes associated with the wage portions of the Individual Settlement Payments will be forwarded to the relevant taxing authority.

31. Settlement Payment Date: Within twenty-one (21) business days after the Court's entry of its order granting preliminary approval, Defendant shall fund the Settlement. Any interest accrued on the settlement account shall inure to the benefit of the class. Within 14 (fourteen) days after the Settlement Effective Date, the Settlement Administrator shall mail the Individual Settlement Payments to Settlement Class Members; pay the appropriate taxes to the appropriate taxing authorities; make payment of Court approved attorneys' fees and costs to appropriate counsel; and make payment of the Class Service Awards approved by the Court. Payments to Class Counsel shall be made by the Settlement Administrator via wire transfer.

IV. NOTICE TO THE SETTLEMENT CLASS MEMBERS

32. Within fourteen (14) days after the Court's entry of its order granting preliminary approval, Defendant will provide the Settlement Administrator with an updated list of Settlement Class Members' last known mail and email addresses, last known home or cell phone numbers and Social Security numbers ("Class Member Contact Information"). The Settlement Administrator will use reasonable tracing to verify the accuracy of the addresses before the initial mailing to ensure that the Class Notice is sent to Settlement Class Members at

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the addresses most likely to result in prompt receipt. It will be presumed that if a Notice so mailed has not been returned within thirty (30) days of the mailing that the Settlement Class Member received the Notice. With respect to notices returned as undeliverable, the Settlement Administrator will use reasonable diligence to obtain a current address and re-mail the notice to such address. All re-mailing efforts shall be completed within 30 days of the original mailing.

V. CLASS NOTICE DISSEMINATION PROCESS

33. The Class Notice will consist of notice to be distributed to Settlement Class Members, in substantially the form hereto as Exhibit A, or as otherwise approved by the Court, by the Settlement Administrator by first-class mail and email within fourteen (14) days after the Settlement Administrator receives the Settlement Class Member Contact Information from Defendant as set forth above in Paragraph 31. The Class Notice should refer the Settlement Class Members to a website where they can retrieve additional documentation.

34. The Class Notice will explain that the Settlement Class Members do not need to do anything to receive payment under the Settlement, and that each Settlement Class Member will be bound for purposes of the Settlement in this Action by the releases set forth in this Settlement.

35. Settlement Class Members shall have sixty (60) calendar days from the initial mailing of the Notice to opt out of or exclude themselves from the settlement. In order to opt out, class members must notify the Settlement Administrator by mail, in writing, and be postmarked within 60 (sixty) days of the initial mailing of the Notice and contain the following information: the Class Member's name, address, and signature, that the class member wishes to opt out of or exclude themselves from the settlement, and the case name, "Knight v. Overlake." No exclusion request will be honored if it does not meet these requirements.

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36. Settlement Class Members shall have sixty (60) calendar days from the initial mailing of the Notice to file an objection to the Settlement with the Settlement Administrator at the address listed on the Notice. To be valid, the objection must be postmarked within sixty (60) calendar days from the initial mailing of the Notice and contain the following information: the Class Member's name, address, and signature, that the class member wishes to object to the settlement, the reason for the objection, and the case name, "Knight v. Overlake." No objection will be honored if it does not meet these requirements.

37. In the event of objection or exclusion, the Settlement Administrator will provide the objections and exclusions to Class Counsel and counsel for Defendant within five (5) business days after the objection is received.

38. The Settlement Administrator shall provide updates to Class Counsel and Defendant's counsel every week with (1) the number of undeliverable notices/forms; (2) actions and results of efforts to remail notices/forms; and (3) any objections or exclusions by Settlement Class Members. Both parties shall have equal access to the Settlement Administrator.

39. Within fourteen (14) days after the Response Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's counsel a declaration including a statement of due diligence and proof of mailing of the Class Notice to the Settlement Class Members, and a statement of the number of exclusions or objections received, the name of the objector(s) or excluder(s) if any, and the text of the exclusion or objection. Class Counsel shall provide this information to the Court with its Motion for Final Approval of Settlement. The Settlement Administrator shall be responsible for distributing the payments pursuant to this Settlement, and for paying the applicable taxes to the appropriate taxing authorities.

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VI. RELEASE OF CLAIMS

40. Released Claims by Plaintiffs and Settlement Class Members: In consideration of their Individual Settlement Payments and the other terms and conditions of the Settlement, each Plaintiff and Settlement Class Member irrevocably releases and discharges Defendant and all Released Parties from any claims that were alleged in the Action or that could have been alleged in the Action based on the facts alleged in the Action during the Settlement Class Period, including federal, state, and local claims based on common law, contract, statutes, ordinances, regulations, or other legal or equitable basis (the "Released Claims"), including any and all associated liquidated damages, attorneys' fees, costs, and interest related to or arising from those claims, whether founded on state, federal or local law. The foregoing release excludes claims that are not asserted and that could not be asserted based on the facts alleged in the Action, including any claims that may not be lawfully released under the Settlement with Court approval.

41. Released Claims by Class Representative: In consideration of the awarded Class Representative Payment, Ms. Knight irrevocably releases and discharges Defendant and all of their owners, officers, directors, partners, trustees, representatives, shareholder members, stockholders, attorneys, parents, subsidiaries, equity sponsors, divisions, assigns, predecessors, successors, and insurers (the "Released Parties") from all known and unknown claims, promises, or causes of action, that they presently may have related to their employment with Defendant (including but not limited to those pursuant to the Fair Labor Standards Act, Washington Minimum Wage Act, Washington Wage Rebate Act, and any other federal, state, or local law related to wages and meal periods), including any related penalties, liquidated damages, punitive damages, and attorneys' fees with respect to any of the Released Parties through the date of preliminary approval by the court. This Release does not release any claims that the law does not permit Knight to release. Knight agrees that she is solely responsible for payment of any taxes

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that may be found to be due from Knight for any Class Representative Payment received under this Agreement. Knight further agrees to hold the Released Parties harmless from any tax liability (including any and all loss, cost, damage or expense, attorneys' fees, interest, assessments, or penalties) imposed on her by the IRS or state or local taxing authorities over the tax treatment of any Class Representative Payment. In consideration of her Class Representative Payments, and any individual share of the Gross Settlement Amount as a Participating Settlement Class Member, Knight further agrees not to object to the Settlement.

VII. NO EFFECT ON OTHER BENEFITS

42. The Parties agree that the calculations made regarding the Settlement amounts and the pro-ration of the same among the Settlement Class Members, are for purposes of this Settlement only, and do not give rise to any other rights under any benefit plans or otherwise.

43. Payments under this Settlement shall not be considered compensation under any of Defendant's employee benefit plans.

VIII. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

44. Cooperation: The Parties and their counsel agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to dismiss the Action with prejudice. The Parties further agree that neither they nor their counsel will solicit or otherwise encourage Settlement Class Members to object to the Settlement.

45. Fair, Reasonable and Adequate Settlement: The Parties do not dispute that the Settlement is fair, reasonable, and adequate, and will so represent to the Court.

46. Unopposed Motion for Preliminary Approval of Settlement: Class Counsel will move the Court for an Order Granting Preliminary Approval of the Settlement and Notice. Not later than three (3) business days before filing the Motion for Preliminary Approval, Class

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Counsel will submit a draft thereof (including all supporting papers and proposed order) to Defense Counsel for review and comment. Defense Counsel shall have three (3) business days to provide Class Counsel a redline draft with any proposed changes. Failure to timely provide Class Counsel a redline draft with any proposed changes will be deemed a waiver to suggest changes. The Motion for Preliminary Approval will be substantially in the following form:

(a) Setting a date for a final approval hearing on the question whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the Class;

(b) Approving as to form, content and distribution of the proposed Notice;

(c) Directing the mailing of the Notice to the Settlement Class Members consistent with this Agreement;

(d) Preliminarily approving the Settlement;

(e) Approving an administrator selected by Plaintiffs and approved by the Parties as the Parties' mutually agreed upon Settlement Administrator.

IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY APPROVAL

47. Within fourteen (14) days of the Order Granting Preliminary Approval of Settlement, Defendant will provide the Settlement Administrator with updated contact information for members of the Settlement Class, including their last known physical and email address, home or cell phone number, and social security number.

48. No sooner than all of the preconditions have been met in Paragraphs 30-39, Class Counsel will move the Court for an Order Granting Final Approval of the Settlement and Notice. Not later than three (3) business days before filing the Motion for Final Approval, Class Counsel will submit a draft thereof (including all supporting papers and proposed order) to Defense Counsel for review and comment. Defense Counsel shall have three (3) business days to

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provide Class Counsel a redline draft with any proposed changes. Failure to timely provide Class Counsel a redline draft with any proposed changes will be deemed a waiver to suggest changes.

X. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

49. Class Counsel will submit a proposed Final Judgment approving the Settlement, adjudging the terms to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

XI. PARTIES' AUTHORITY

50. The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

XII. MUTUAL FULL COOPERATION

51. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the cooperation of Defendant and its counsel, take all steps necessary to secure the Court's Final Judgment with the understanding that Defendant takes no position on, and instead relies on the Court's discretion as to, the overhead deduction set out in Paragraph 30(b)b.

XIII. NO PRIOR ASSIGNMENTS

52. 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.

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XIV. NO ADMISSION

53. Nothing contained in this Settlement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies any such liability.

XV. ENFORCEMENT ACTIONS

54. In the event that one or more of the Parties institutes any legal action against any other party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful party or Parties reasonable attorneys' fees and costs, including expert witness fees and costs incurred in connection with any enforcement actions.

XVI. VOIDING THE AGREEMENT

55. If this Settlement is not approved, then this Settlement will become null and void, no payment under this Settlement will be made, and the Settlement shall not be used nor be admissible in any subsequent proceeding either in this Court or in any other Court or forum, and the status of the Action shall revert to its status prior to the parties' Settlement. In that event, any funds paid to the Settlement Administrator will be refunded to Defendant, except any amounts reasonably due to the Settlement Administrator. If there is any reduction in the attorneys' fees and cost award and/or the Class Representative Payments, as requested, such reduction may be appealed as set forth below but is not a basis for rendering the Settlement voidable and unenforceable.

56. If the number of valid Opt Outs from Class Members exceeds 15% the estimated class size in this Agreement, Defendant may, but is not obligated to, elect to void the Settlement. If Defendant voids the Settlement, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this

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Settlement; provided, however, Defendant will remain responsible for paying all Settlement Administration Fees and Expenses incurred to that point. To elect to void the Settlement, Defendant must notify Plaintiff's Counsel, the Settlement Administrator, and the Court of its election to void the Settlement not later than 7 days after the Response Deadline, after which the election shall be waived. In the event that Defendant exercises this revocation right, the Parties will be returned to the status quo ante as if no Settlement was reached.

XVII. CONSTRUCTION

57. The Parties agree that the terms and conditions of this Settlement are the result of intensive arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their or its counsel participated in the drafting of this Settlement.

XVIII. CAPTIONS AND INTERPRETATIONS

58. Paragraph titles or captions contained in this Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and not merely a recital.

XIX. MODIFICATION

59. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court.

XX. INTEGRATION CLAUSE

60. This Settlement contains the entire agreement between the Parties, and, once it is fully executed, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, relating to the resolution of the Action, are merged in this Settlement. No rights under this Settlement may be waived except in writing.

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XXI. BINDING ON ASSIGNS

61. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

XXII. CLASS COUNSEL SIGNATORIES

62. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice will advise all Settlement Class Members of the binding nature of the release. The Notice shall have the same force and effect as if this Settlement Agreement were executed by Plaintiff and each Settlement Class Member with regard to the Release of Claims recited in Paragraphs 40-41.

XXIII. COUNTERPARTS

63. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, either by original signature, facsimile signature, or electronic DocuSign signature, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

64. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or court holiday, such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

65. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

XXIV. RIGHT OF APPEAL

66. The Parties agree to waive all appeals from the Court's Final Judgment of this Settlement, unless the Court materially modifies the Settlement, provided, however, that Plaintiffs may appeal any reduction in the requested amount of attorneys' fees and/or costs, or Class Representative Payments.

67. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Washington.

68. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

COUNSEL AND THE PARTIES

DATED: Sept. 9, 2026

By: _____
DANIEL JOHNSON
CYNTHIA HEIDELBERG
CARSON PHILLIPS-SPOTTS
ATTORNEYS FOR PLAINTIFFS

DATED: Sept 10, 2026

By: _____
ADAM BELZBERG
ATTORNEY FOR DEFENDANT

DATED: _____, 2026
September 9, 2026

By: Rhonda Knight
RHONDA KNIGHT
PLAINTIFF

DATED: Sept. 9, 2026

By: _____
OVERLAKE MEDICAL CENTER AND CLINICS fka OVERLAKE HOSPITAL MEDICAL CENTER
DEFENDANT

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EXHIBIT A

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

Notice of Class Action Settlement

- Overlake Medical Center and Clinics ("Overlake" or "Defendant") has been named in a lawsuit for unpaid wages ("Lawsuit" or "Action"). The Court has certified three classes of current and former employees in this matter. You are receiving this Notice because Defendant's records indicate you may be eligible to be included in at least one of the classes.

- The Lawsuit alleges that Defendant violated Washington state laws regarding, timeclock rounding, second meal periods, and third rest breaks. Overlake denies any liability and that class treatment is appropriate for any reason.

- The parties to the Lawsuit have reached a Class Action Settlement (the "Settlement"). The Settlement will include a payment by Defendant of $7,000,000.00 (the "Gross Settlement Amount"), subject to certain required deductions. The Court has issued an order preliminarily approving the parties' Settlement and this Notice.

- As a class member, you may be entitled to receive money as part of the Settlement, unless you exclude yourself. You do not need to do anything to claim your share—you will receive it automatically at the address on record unless you opt out. The purpose of this Notice is to advise you of the Settlement and your rights regarding the Settlement.

- If you received an individual settlement check from Overlake earlier this year, that amount will be accounted for in calculating what you may get from this Settlement. If you have an individual settlement check that you have not cashed, you have until [DATE] to cash it.

Any questions? Read the rest of this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	**Receive Settlement payment. Give up certain rights.** By doing nothing, you will receive a share of the Settlement proceeds if the Court approves the Settlement. You will be bound by the Settlement, including the Release of Claims.
EXCLUDE YOURSELF	**Get no payment. Keep your rights.** You may ask to be excluded (opt out) from the Settlement. If you exclude yourself, you will not receive a settlement payment, but you will keep any right you may have to separately sue Defendant over the claims made or that could have been made in the Lawsuit. The deadline to exclude yourself is DATE (60 days after the initial mailing of this Notice).
OBJECT	**Challenge the Settlement terms.** You may object and tell the Court why you don't want the Settlement to be approved. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. The deadline to object is DATE (60 days after the initial mailing of this Notice).

BASIC INFORMATION

1. Why did I get this Notice?

The parties to the case have reached a proposed Settlement. The Court has issued an order preliminarily approving the Settlement. That order also directed that this Notice be sent to all Settlement Class Members to inform you about the proposed Settlement and your rights before the Court decides whether to finally approve the Settlement. The Court will decide whether to approve the Settlement during a Final Approval Hearing that will occur DATE. If the Court approves the Settlement, payments will be made to eligible Settlement Class Members.

2. Who are the Parties and What is the Lawsuit About?

This Lawsuit was brought by Rhonda Knight, a former employee of Overlake. She is the Plaintiff in this Lawsuit. The Court appointed her to act as the Class Representative and appointed Breskin Johnson Trial Lawyers PLLC and Schroeter, Goldmark & Bender as attorneys for Plaintiff and the Class Members. These law firms will be called Class Counsel in this Notice. There are three separate classes:

> Rounding Class: All hourly, non-exempt employees who worked at any of Defendant's medical centers or care clinics and who used an electronic timekeeping system to record their time within the period beginning September 20, 2020 to March 8, 2025.
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> Missed Second Meal Period Class: All hourly, non-exempt employees engaged in patient care who worked at any of Defendant's medical centers or care clinics between September 20, 2020, and July 1, 2026, and who did not receive a second meal period on a shift with a duration of greater than 10.5 hours.
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> Missed Third Rest Break Class: All current and former hourly-paid employees who worked at Overlake between January 21, 2022, and July 1, 2026, who were not provided third rest breaks on shifts lasting 12 hours or longer.

You are receiving this Notice because Defendant's records indicate you meet the definition of one or more of the classes.

- Plaintiff alleges that Defendant's timeclock rounding policy did not comply with Washington state law and that, as a result, its non-exempt employees were not fully paid for all time that they worked. Plaintiff also alleges Defendant did not provide legally compliant second meal periods when employees worked more than 10 hours, and did not provide legally compliant third rest breaks when employees worked 12 or more hours. Defendant has denied those allegations. Defendant contends that it has complied with all applicable laws and regulations. There is, therefore, a *bona fide* dispute regarding if additional wages are owed to Class Members.

3. Why is there a Settlement?

The parties agreed to this Settlement to resolve disputed claims without the need for a trial or appeals. This guarantees that the employees allegedly affected by the challenged practices will be entitled to compensation now with no risk of loss at trial or on appeal. Class Counsel thinks the Settlement is best for everyone in the Class.

4. What are the terms of the Settlement?

a. Overall summary of Settlement terms

Defendant will pay $7,000,000.00 to settle this case (the "Gross Settlement Amount"). From that amount, Class Counsel will request payment of their attorneys' fees, not to exceed 30% of the Gross Settlement Amount, plus reimbursement of Class Counsel's actual litigation costs [amount to be confirmed], as well as a Class Service Award to Plaintiff Rhonda Knight not to exceed $10,000.00, and Class Service Awards of $1,000.00 each to five class members who were deposed in this case: Angelique Barnes, Jessica Knowles, Gina Lobello, Sara Heffron, and Sergio Pereira. The costs of administering the Settlement are estimated to be no more than $40,000.00, and they will also come out of the $7,000,000.00 Gross Settlement Amount. The final amounts of the payments to Class Counsel, the Class Representative and deposed class members, and for administration costs are subject to Court approval.

If the Court approves these payments, the remainder of the Gross Settlement Amount (the "Net Settlement Fund") [estimated amount to be confirmed] will be available for distribution to the Settlement Class Members. Rather than allocating fixed percentages of the Net Settlement Fund between classes, each Settlement Class Member's share will be calculated individually based on that Settlement Class Member's own damages across all classes in which they are a member, as described below.

b. Calculation of individual Class Member payments

The Net Settlement Fund will be distributed to all Settlement Class Members according to a formula using data Defendant provided to Plaintiff's expert through Class Counsel.

For each Settlement Class Member, Class Counsel will calculate a gross damages amount by multiplying the number of qualifying shifts worked (over 10 hours for Missed Second Meal Period Class claims, and 12 or more hours for Missed Third Rest Break Class claims) by the Settlement Class Member's base rate of pay, plus overtime where applicable, and adding to that the amount of damages attributable to net unpaid time due to rounding during the Rounding Class period.

Interest will then be added to the gross damages amounts at 12% per annum, from the end of each pay period through May 31, 2026, and the resulting amounts will be discounted for applicable litigation risks.

Each Settlement Class Member's resulting adjusted damages amount will then be divided by the total adjusted damages calculated for all Settlement Class Members, and the resulting ratio will determine that Settlement Class Member's share of the Net Settlement Fund. You may be a member of one, two, or all three classes.

In sum, if the Settlement is approved, each Settlement Class Member will automatically receive a payment, calculated using Defendant's employment records and Class Counsel's damages analysis (less all taxes due).

What if I already received an individual settlement check from Overlake?

Based on Class Counsel's calculation of Class Member settlement payments, some Settlement Class Members who received payment through Overlake's individual settlement check program may be entitled to an additional payment and some may not be entitled to an additional payment. Amounts previously paid to Settlement Class Members through Overlake's individual settlement check program will be deducted from any additional payment, and the remainder will be subject to an overhead deduction (capped at 33% of the gross individual check amount). Accordingly, if a Settlement Class Member received an individual settlement check from Overlake that is less than their distribution amount as calculated above, they will be entitled to an additional payment (subject to Class Counsel's overhead deduction). Likewise, if a Settlement Class Member received an individual settlement check from Overlake that is equal to or exceeds their distribution amount as calculated above, they will not be entitled to an additional payment.

How can I expect to receive my payment?

You will be paid your calculated share of the Net Settlement Fund. A check will be mailed to your address on record within fourteen (14) days after the Settlement Effective Date, which is the later date of the following: (1) the date that the time expires for filing an appeal from the Court's final approval of the Settlement and entry of a final judgment; and (2) if an appeal is timely filed, the date that the Final Judgment is finally affirmed. Settlement checks will expire 180 days after the date of issuance, so please cash your check promptly.

c. Applicable tax withholding and responsibility for taxes

According to the Settlement, payments to Settlement Class Members will be allocated for tax purposes as follows: 25% of each payment will be deemed wages, from which taxes will be deducted, and 75% will be deemed alleged statutory liquidated damages and pre-judgment interest, with no taxes deducted from such portion.

Settlement Class Members will be responsible for the tax consequences of all payments they receive, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The attorneys in this case cannot provide and will not provide any advice regarding tax obligations. You may want to seek tax advice from your own tax advisor as to any amounts you receive pursuant to the Settlement.

d. Attorneys' fees and costs for Class Counsel

The Court approved the following law firms as Class Counsel:

Breskin Johnson Trial Lawyers PLLC
Daniel Johnson, Esq.
Cynthia Heidelberg, Esq.
506 2nd Avenue, Suite 2400
Seattle, WA 98104
Schroeter, Goldmark & Bender
Carson Phillips-Spotts, Esq.
Lindsay Halm, Esq.
401 Union Street, Suite 3400
Seattle, WA 98101

You do not need to pay any portion of Class Counsel's attorneys' fees or costs yourself. All payments for those attorneys' fees and costs will be paid from the Gross Settlement Amount. Class Counsel will seek reimbursement of the costs they actually incurred in litigating this case. Class Counsel will also request that the Court award attorneys' fees of up to 30% of the Gross Settlement Amount. Any amounts not approved by the Court will be added to the Net Settlement Fund and will be distributed to Settlement Class Members.

If you have questions about the Settlement, you may contact the Settlement Administrator whose information is provided at the end of this Notice.

e. Settlement administration costs

The costs of administering the settlement are estimated to be no more than $40,000.00 and will be paid out of the Gross Settlement Amount and will reduce the Net Settlement Fund.

YOUR OPTIONS AND RIGHTS

5. What are my options?

a. Do nothing

You do not have to do anything to receive your share of the settlement. You will receive your Settlement payment automatically if the Settlement is approved by the Court and you do not exclude yourself. You will be bound by the Settlement, which means that you will release and be unable to bring your own lawsuit against Defendant for any allegations made or that could have been made in the Lawsuit (see paragraph 6 for the Release of Claims).

b. Exclude Yourself

If you do not want to participate in the Settlement, you may exclude yourself (opt out). If you exclude yourself, you will not receive a settlement payment, but you will keep whatever right you may have to sue Defendant separately over the claims raised in the Lawsuit. To exclude yourself, you must mail a written request to the Settlement Administrator at the address below, postmarked no later than DATE (60 days after the initial mailing of this Notice), that includes (1) your name, (2) your address, (3) your signature, (4) a statement that you wish to be excluded from the Settlement, and (5) the case name, Knight v. Overlake. If you do not follow these requirements, your exclusion request will not be honored, and you will remain a Settlement Class Member bound by the Settlement.

c. Object

You may object to the Settlement by mailing a written objection to the Settlement Administrator at the address below:

Apex Class Action Administration, 18 Technology Dr, Irvine, CA 92618

The objection must contain (1) your name, (2) your address, (3) your signature, (4) the reason for your objection, and (5) the case name, Knight v. Overlake. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement.

6. Released Claims – What does the Settlement give up?

As part of the Settlement, Settlement Class Members will irrevocably release and discharge Defendant and all of Defendant's owners, officers, directors, partners, trustees, representatives, shareholder members, stockholders, attorneys, parents, subsidiaries, equity sponsors, divisions, assigns, predecessors, successors, and insurers (the "Released Parties") from any claims that were alleged in the Action or that could have been alleged in the Action based on the facts alleged in the Action, during the Settlement Class Period, including federal, state, and local claims based on common law, contract, statutes, ordinances, regulations, or other legal or equitable basis (the "Released Claims"), including any and all associated liquidated damages, attorneys' fees, costs, and interest related to or arising from those claims, whether founded on state, federal or local law. The foregoing release excludes claims that are not asserted and that could not be asserted based on the facts alleged in the Action, including any claims that may not be lawfully released under the Settlement with Court approval.

GETTING MORE INFORMATION

7. More Information

This Notice only summarizes the Lawsuit, the Settlement, and related matters. For more information, please contact the following Court-approved neutral third-party Settlement Administrator:

Knight v. Overlake
c/o Apex Class Action Administration
18 Technology Dr, Irvine, CA 92618
Toll free telephone number: (800) XXX-XXXX

The pleadings and other records regarding this Lawsuit, including the Settlement Agreement, may also be obtained by contacting the Settlement Administrator. You may also inspect the Court files at the King County Superior Court, 516 Third Avenue, Seattle, Washington 98104, during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.

You may also obtain additional information by visiting the website _____.

PLEASE DO NOT TELEPHONE THE COURT OR CONTACT OVERLAKE, OVERLAKE MANAGERS, OR OVERLAKE'S ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE PAYMENT PROCESS. They will not be able to provide information to assist you.