Rhonda Knight v. Overlake Hospital Medical Center
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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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 December 9, 2026, 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 January 4, 2027.
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 January 4, 2027.

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 on January 22, 2027. 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.

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.

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 $105,000.00, 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") $4,579,710.14 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 July 1, 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 January 4, 2027, 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, LLC, PO Box 54668, Irvine, CA 92619

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, LLC
PO Box 54668
Irvine, CA 92619
1-(800)-355-0700

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 www.apexclassaction.com/26OVMC

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.