

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Subject to the approval of the Superior Court for the State of Washington, in and for the County of King at Seattle, Plaintiff Reyna Gomez (“Plaintiff”), individually and on behalf of all Class Members, as defined herein, and Defendant Seattle Children’s Hospital (“Defendant”), a Washington Nonprofit Corporation, agree to the terms of this joint settlement agreement and release (the “Settlement”).

I. RECITALS

1. On September 21, 2022, former Defendant employee Carson Taylor filed a lawsuit entitled, *Taylor v. Seattle Children’s Hospital*, King County Supr. Ct. Case No. 22-2-15300-8 SEA on behalf of himself and others similarly situated alleging that Defendant failed to provide second meal periods to all non-exempt, hourly employees who worked shifts of 10.5 hours or more.

2. On April 24, 2024, the Court certified a class in *Taylor* comprised of “all current and hourly, non-exempt Seattle Children’s *healthcare workers* who worked a shift of 10.5 hours or more in the State of Washington at any time from September 21, 2019 through April 24, 2024.”

3. On July 18, 2025, the Court ordered final approval of the *Taylor* class action settlement agreement and release of claims for plaintiff Carson Taylor and all current and former hourly, non-exempt Seattle Children’s healthcare workers who worked a shift of 10.5 hours or more in the State of Washington at any time from September 21, 2019 to April 24, 2025.

4. On October 27, 2022, former Defendant employee Jessica Diaz filed a lawsuit entitled *Jessica Diaz v. Seattle Children’s Hospital*, King County Supr. Ct. Case No. 22-2-17681-4 SEA on behalf of herself and others similarly situated alleging Defendant failed to provide or compensate for unscheduled, missed, or interrupted first meal period and first rest breaks, and unpaid and/or underpaid overtime wages stemming from missed and unpaid meal and rest periods, to all hourly-paid licensed respiratory care practitioners, licensed practical nurses and registered nurses who are involved in direct patient care activities or clinical services and who worked for

Defendant at its Seattle Children's Hospital at any time from October 27, 2019 through the date of class certification.

5. On December 4, 2023, Jessica Diaz amended her complaint to add named plaintiff Jessica Osman.

6. On August 27, 2024, the Court granted final approval of the *Diaz* class action settlement agreement and release of claims for plaintiffs Jessica Diaz and Fatima Osman and all hourly-paid licensed respiratory care practitioners, licensed practical nurses, and registered nurses who are involved in direct patient care activities or clinical services and who worked for Defendant at its Seattle Children's Hospital" for alleged (a) first meal period and rest period violations, (b) overtime violations stemming from unpaid first meal periods and rest periods, (c) double damages, and (d) record keeping violations from October 27, 2019 through April 15, 2024.

7. On September 12, 2024, former Defendant employees Brandon Cotte and Travis Patterson filed a lawsuit entitled *Brandon Cotte and Travis Patterson v. Seattle Children's Hospital*, Case No. 24-2-20703-1 SEA, on behalf of themselves and all others similarly situated who were not included in the certified class in *Taylor*, alleging Defendant failed to provide statutorily required meal periods to hourly workers whose shifts exceed 10.5 hours in length.

8. On May 2, 2025, the Court granted preliminary approval of the *Cotte* class action settlement agreement and release of claims for plaintiffs Brandon Cotte and Travis Patterson and all current and former hourly, non-exempt Seattle Children's employees who worked a shift of 10.5 hours or more in the State of Washington at any time from September 21, 2019 through May 2, 2025, who are not included in the certified class in *Taylor v. Seattle Children's Hospital*, King County Supr. Ct. Case No. 22-2-15300-8 SEA, excluding those individuals who timely opted out of the class after the class was certified.

9. On April 1, 2025, former Defendant employee Megan Ellis filed a lawsuit entitled *Megan Ellis v. Seattle Children's Hospital*, Case No. 25-2-10185-1 SEA, on behalf of herself and all others similarly situated alleging Defendant failed to provide first meal periods and rest breaks, and failed to compensate for missed first meal periods and rest breaks.

10. On April 25, 2025, the Court granted preliminary approval of the *Ellis* class action settlement agreement and release of claims for plaintiff Megan Ellis and all hourly-paid charge nurses who were involved in direct patient care activities or clinical services and who worked for Defendant at its Seattle Children's Hospital at any time from October 27, 2019 through April 16, 2024.

11. On August 29, 2024, former Defendant employee Plaintiff Reyna Gomez commenced a class action lawsuit entitled *Reyna C. Gomez v. Seattle Children's Hospital*, King County Super. Ct. Case No. 24-2-19583-1 SEA on behalf of herself and all others similarly situated alleging that Defendant failed to ensure rest breaks and first meal periods, pay overtime wages stemming from missed rest breaks and first meal periods, willfully withheld wages, and engaged in wage theft.

12. Plaintiff Reyna Gomez and Defendant Seattle Children's Hospital (the "Parties"), through their attorneys, engaged in exchange of written discovery and depositions on both sides. Defendant's Counsel provided Plaintiff's Counsel with a set of response documents, including, inter alia, the employee handbook including Defendant's meal and rest period policies; Plaintiff's personnel file and wage statements; and sampling of class time records and corresponding payroll data.

13. On July 16, 2025, the Parties conducted a full-day mediation with mediator Marc Cote, during which the Parties were able to reach an agreement on all the material terms of the Settlement.

14. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged.

15. Defendant agrees that the Settlement is fair, reasonable, and adequate under the circumstances, considering litigation risks and costs of defense.

16. 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 Plaintiff's claims

in the Action have merit or that Defendant has any liability to Plaintiff or the Settlement Class Members on those claims.

17. The entry of Final Judgment in this Action shall dismiss with prejudice all claims set forth in the Action and will also state that the Court retains jurisdiction to enforce the terms of the Settlement.

II. DEFINITIONS

For the purposes of the Settlement, any word or phrase that is presented in initial capital letters (e.g., Class Member), is a word or phrase defined herein.

18. “Action” shall mean the civil action currently pending in King County Superior Court at Seattle, entitled “*Reyna C. Gomez v. Seattle Children’s Hospital*”, King County Super. Ct. Case No. 24-2-19583-1 SEA; Complaint filed on August 29, 2024.

19. “Check Cashing Period” shall mean the 90-day period commencing the date on which the Individual Settlement Payments are mailed to the Participating Class Members. After the 90-day Check Cashing Period, any uncashed proceeds shall be dispersed as set forth in paragraph 40, below.

20. “Court” shall mean the Superior Court for the State of Washington, in and for the County of King at Seattle.

21. “Defendant” or “SCH” shall mean Seattle Children’s Hospital and related entities.

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 all-inclusive settlement amount of \$10,000,000.00 that Defendant will be obligated to pay in connection with the Settlement including the amount of Defendant’s portion of any required taxes on wage payments to Participating Settlement Class Members, and all administrative costs, Plaintiff’s Service Award, and attorneys’ fees and costs.

24. “Individual Settlement Payment” means the amount of money allocated to a Class Member as set forth in paragraph 45, below.

25. “Net Settlement Amount” shall mean the balance of the Gross Settlement Amount available for allocation to Individual Settlement Payments after deduction of all Court-approved costs associated with the Settlement, including all payments to Settlement Class Counsel for attorneys’ fees and costs, any payments to the Settlement Administrator for settlement administration fees, Plaintiff’s service award and release award, and any taxes on wage payments.

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

27. “Opt Out” refers to the process by which a Settlement Class Member must timely and properly submit a written notice to the Settlement Administrator to exclude himself or herself from the Settlement herein, as well as to prevent the release of his/her claims raised in this Action.

28. “Participating Settlement Class Members” shall mean all Settlement Class Members other than those who timely and properly elect not to participate in the Settlement by submitting a written and valid Opt Out.

29. “Parties” shall mean Settlement Class Members, Plaintiff, and Defendant, and “Party” shall mean any one of the Parties.

30. “Plaintiff” shall mean Reyna Gomez, the individual identified as named Plaintiff in the Complaint.

31. “Settlement” shall mean this settlement agreement between the Parties, which, with Court approval, is intended to provide the terms relevant to the resolution of the Action with regard to all Participating Settlement Class Members.

32. “Settlement Administrator” shall mean ILYM Group, Inc., whom the Parties mutually agree shall perform the duties set forth in this Settlement, subject to the Court’s approval.

33. “Settlement Class Counsel” shall mean Ed Hones and Ari Robbins Greene of Hones Law PLLC.

34. “Settlement Class Member” means Plaintiff and all hourly, non-exempt SCH employees who worked for Defendant at SCH at any time since August 30, 2021, excluding all hourly-paid licensed respiratory care practitioners, licensed practical nurses, and registered nurses, who are involved in direct patient care activities or clinical services. [For the avoidance of doubt, this case does not pursue claims for second meal period violations as alleged in *Taylor v. Children’s Hospital*, King County Superior Court, Case number 22-215300-8 SEA; and excludes all class members established in *Diaz v. Seattle Children’s Hospital*, King County Superior Court, Case number 22-2-17681-4 SEA, and all class members established in *Megan Ellis v. Seattle Children’s Hospital*, King County Superior Court, Case number 25-2-10185-1 SEA.]

35. “Settlement Class Period” shall mean the period August 30, 2021 through the date of preliminary approval of the Settlement.

36. “Settlement Effective Date” shall mean the effective final date for purposes of distribution of Settlement funds which will occur thirty (30) days after the day by which one of the following has occurred: (1) The Court has granted final approval of the Settlement if there are no objections to the Settlement, or (2) the date on which all appeals are resolved in favor of the Settlement should there be appeals, whichever is later.

37. “Share Form,” means a form in substantially the form as **Exhibit B** attached hereto. It is the Share Form, approved by Plaintiff and Defendant, and subject to Court approval, which the Settlement Administrator will mail to Settlement Class Members explaining the Settlement Class Member’s estimated Individual Settlement Payment.

38. “Response Deadline” shall mean the date by which requests for exclusion (Opt out notices), or objections must be postmarked and/or received by the Settlement Administrator if any Settlement Class Member wishes to opt out of the Settlement or file an objection to the Settlement.

III. SETTLEMENT TERMS

39. Gross Settlement Amount: The Gross Settlement Amount under this Settlement is \$10,000,000.00, as defined above.

40. Checks Cashed Process: Participating Settlement Class Members (i.e., those who do not timely and validly Opt Out of the Settlement Class) will receive a check pursuant to this Settlement as set forth under paragraph 45. If any Participating Settlement Class Members do not cash their checks within the 90-day Check Cashing Period, any amounts associated with those Participating Settlement Class Members' uncashed checks will be sent by the Settlement Administrator to the State of Washington with the associated name of the Participating Settlement Class Member pursuant to Washington's Unclaimed Property Act (RCW 63.29, *et seq.*). If any Settlement Class Members Opt Out of the Settlement, any portion of the Net Settlement Amount that was allocated to the Settlement Class Member who opted-out of the Settlement shall remain within the Net Settlement Amount for pro rata distribution to the Participating Settlement Class Members.

41. Settlement Class Counsel's Attorneys' Fees and Costs: Defendant will not oppose Settlement 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 (i.e., \$3,000,000.00), plus Settlement Class Counsel's actual litigation costs, to be paid out of the Gross Settlement Amount. Settlement 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 trial and appellate court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal of the Action. The Settlement Administrator will issue to Settlement Class Counsel a Form 1099 with respect to their awarded fees and costs.

42. Settlement Administrator Payment: The actual fees and expenses of the Settlement Administrator, reasonably estimated to be \$37,950 shall be paid out of the Gross Settlement Amount.

43. Plaintiff's Service Award: Defendant will not oppose Plaintiff's application to the Court for Plaintiff's Service Award of \$15,000, to be paid out of the Gross Settlement Amount. The Settlement Administrator will issue to Plaintiff a Form 1099 with respect to her Service Award.

44. Plaintiff's Release Award: Defendant will not oppose Plaintiff's application to the Court for Plaintiff's Release Award of \$15,000, to be paid out of the Gross Settlement Amount. The Settlement Administrator will issue to Plaintiff a Form 1099 with respect to her Release Award.

45. Distribution to Participating Settlement Class Members: Distribution of the Net Settlement Amount shall be made by the Settlement Administrator as follows:

(a) After deductions of Court approved Settlement Class Counsel's attorneys' fees and costs, Plaintiff's Service Award and Release Award, the payment for the services of the Settlement Administrator, and the employer-side taxes for wage payments, the remainder of the Gross Settlement Amount (i.e., the Net Settlement Amount) shall be available to be distributed to the Participating Settlement Class Members.

(b) Every Participating Settlement Class Member as defined above, who has not timely and properly opted-out of the Settlement—will be entitled to Individual Settlement Payment.

(c) The calculation of the Individual Settlement Payment is as follows and is based upon the information provided by Defendant to the Settlement Administrator who shall calculate the Individual Settlement Payments. Each Participating Settlement Class Member's share shall be calculated by first dividing their shifts in which they worked at least four (4) hours in a shift during the Settlement Class Period ("Qualifying Shifts") by the sum total of all Settlement Class Members' shifts that are 4 hours on-the-clock or more during the Settlement Class Period. This calculation will result in a percentage figure for each Settlement Class Member. This percentage will be multiplied by the Net Settlement Amount to determine each Settlement Class Member's portion of the Net Settlement Amount. All Participating Settlement Class Members will receive an Individual Settlement Payment in a minimum amount of \$25, as determined by the Settlement Administrator, for their release of claims.

(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. The Settlement Administrator will be responsible for deducting and forwarding the employer-side taxes associated with the wage portions of the Individual Settlement Payments from the Gross Settlement Fund to the relevant taxing authority.

46. Settlement Payment Date: Within ten (10) days after the Settlement Effective Date, Defendant shall fund the Settlement. Within thirty (30) days after the Settlement Effective Date, the Settlement Administrator shall mail the Individual Settlement Payments to Participating 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 Service and Release Awards approved by the Court. Payments to Settlement Class Counsel shall be made by the Settlement Administrator via wire transfer.

IV. NOTICE TO THE SETTLEMENT CLASS MEMBERS

47. Within twenty-one (21) days after the Court's entry of its order granting preliminary approval, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers and Social Security numbers ("Settlement Class Member Contact Information") and the Qualifying Shifts for Settlement Class Members so that the Settlement Administrator can calculate Individual Settlement Payments for each Participating Settlement Class Member. 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 the addresses most likely to result in prompt receipt. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty (30) days

of the mailing that the Settlement Class Member received the Notice. With respect to envelopes returned as undeliverable, the Settlement Administrator will use reasonable diligence to obtain a current address and re-mail the envelope to such address.

48. Settlement Class Counsel shall provide the Court, at ten (10) days prior to the final approval hearing, a declaration by the Settlement Administrator specifying the due diligence it has undertaken regarding the mailing of the Notice. Settlement Class Counsel will also file the Motion for Final Approval and supporting documents at this time.

V. CLASS NOTICE PROCESS

49. The Class Notice and Share Form distributed to Settlement Class Members, attached substantially hereto as **Exhibits A and B**, or as otherwise approved by the Court, shall be sent by the Settlement Administrator to each Settlement Class Member by first-class mail within fifteen (15) days after the Settlement Administrator receives the Settlement Class Member Contact Information from Defendant as set forth above in paragraph 47.

50. The Class Notice will explain that the Settlement Class Members who wish to receive their portion of the Settlement do not need to do anything to receive payment under the Settlement. Each Participating Settlement Class Member will be bound for purposes of the Settlement in this Action by the releases set forth in this Settlement.

51. Settlement Class Members shall have forty (45) calendar days from the mailing of the Class Notice to Opt out of the Settlement using the process described in the Class Notice and Share Form. For those Settlement Class Members whose Notice is returned as undeliverable, those Settlement Class Members shall have 14 days after the remailing of the Notice to Opt out except that no Opt out notice with a postmark more than sixty (60) calendar days from the original mailing of the Class Notice shall be valid. These provisions are collectively referred to as the “Response Deadline.”

52. Opt out Provisions – The Class Notice shall inform Settlement Class Members how they may Opt out of the Settlement. Any Settlement Class Member who properly requests to Opt out will not be entitled to receive an Individual Settlement Payment and will not be bound by the

Settlement or have any right or standing to object, be heard at the Final Approval Hearing, appeal, or comment thereon. Prior to the Response Deadline, any Settlement Class Member who has elected to Opt out may withdraw that election by notifying the Settlement Administrator in writing that they wish to be a Participating Settlement Class Member.

53. Objection Provisions – Written objections to the Settlement must be signed by the Settlement Class Member and sent to the Settlement Administrator. Any objection to the Settlement that is (1) not postmarked by the Response Deadline, (2) not received by the Settlement Administrator by the fifth (5th) day after the Response Deadline; (3) not received by other means by the Settlement Administrator by the Response Deadline; or (4) not signed by the Settlement Class Member, is not considered a valid objection. The Settlement Administrator shall forward any objections received to counsel for all Parties within five (5) days of receipt, and Settlement Class Counsel shall file the objections and any responses thereto with the Court prior to the final approval hearing.

54. Share Form Disputes – If a Settlement Class Member disagrees with any of the information listed on their Share Form concerning the Qualifying Shifts included on the Share Form, the Settlement Class Member may dispute such information by returning a signed Share Form with a statement containing the number of Qualifying Shifts that the Settlement Class Member believes is correct. The Settlement Class Member must attach documents to the Share Form to support their dispute. The Share Form with the disputed information and any documents must be received by the Response Deadline. The Share Form must include a telephone number to be used to contact the Settlement Class Member if necessary. The Settlement Administrator shall resolve the disagreement with the Settlement Class Member using the employee records provided by Defendant and the Settlement Class Member, in consultation with Settlement Class Counsel and Defendant's counsel. The employer records will be determinative.

55. Settlement Class Members who fail to submit a valid and timely request to Opt out shall be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is finally approved by the Court and becomes Final.

56. The Settlement Administrator shall provide updates to Settlement Class Counsel and Defendant's counsel every week with (1) the number of undeliverable notices/forms; (2) the number of any Opt outs; and (3) any objections by Settlement Class Members. Upon request by Settlement Class Counsel or Defendant's counsel, the Settlement Administrator shall provide copies of the submitted Opt outs.

57. Within fifteen (15) days after the Response Deadline, the Settlement Administrator will provide to Settlement 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, a statement as to the number of Opt outs received and a statement of the number of objections received along with the name of the objector(s) if any. Settlement 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.

VI. RELEASE OF CLAIMS

58. Released Claims by Plaintiff: In consideration of her awarded Service and Release Awards, and understanding that there is a *bona fide* dispute regarding wages she may be owed, among other things, Plaintiff irrevocably releases and discharges Defendant and all of its agents, owners, employees, servants, officers, directors, partners, trustees, representatives, shareholders, members, stockholders, attorneys, parents, subsidiaries, divisions, assigns, predecessors, successors, insurers, joint ventures, joint employers, (the "Released Parties"), from all known and unknown claims, promises, causes of action, that they presently may have related to Defendant (including 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, 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 Plaintiffs to release. Plaintiff agrees that she is solely responsible for payment of any taxes that may be due from Plaintiff for

any of the proceeds received under this Agreement. Plaintiff 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), arising out of any dispute with the IRS or state or local taxing authorities over the tax treatment of any of the proceeds under this Agreement. In consideration of her Service Award, Release Award, and any individual share of the Gross Settlement Amount as a Participating Settlement Class Member, Plaintiff further agrees not to object or opt out of the Settlement.

59. Released Claims by Participating Settlement Class Members: In consideration of their Individual Settlement Payments and the other terms and conditions of the Settlement, each Participating Settlement Class Member will irrevocably release and discharge the Released Parties from any and all claims that were or could have been asserted in this lawsuit for unpaid wages, specifically, but not limited to, unpaid wages due to missed meal and rest periods arising from the Participating Settlement Class Member's employment with Defendant during the Settlement Class Period, including any and all associated liquidated damages, penalties, damages for willfulness, damages for overtime, attorneys' fees, costs, and interest related to or arising from those claims, whether founded on state, federal or local law. This Release does not release any claims that the law does not permit each Participating Settlement Class Member to release.

VII. CONFIDENTIALITY

60. Plaintiff and Settlement Class Counsel agree that they will not issue any press releases or initiate any contact with the press. Counsel may respond to any press inquiry regarding the Action with a non-disparaging statement that reflects the nature of the case, that Defendant denies any wrongdoing or liability whatsoever, and that the Parties believe the settlement reflects a fair, adequate, and reasonable resolution of the claims.

61. Plaintiff and Settlement Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement that identifies Defendant, including but not limited to any postings on any websites maintained by Settlement Class Counsel. Settlement Class Counsel shall be permitted to make reference to the Settlement in

connection with submitting declarations concerning adequacy in other cases by identifying the case name and case number, providing a general description of the case and resolution, and to confirm the fact that they were approved as Settlement Class Counsel.

62. Any communication about the Settlement to Settlement Class Members by Defendant or Counsel for Defendant prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved Notice.

63. 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.

VIII. NO EFFECT OR OTHER BENEFITS

64. 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.

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

IX. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL

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

67. Fair, Reasonable and Adequate Settlement: The Parties agree that the Settlement is fair, reasonable and adequate, and will so represent to the Court.

68. Unopposed Motion for Preliminary Approval of Settlement: Settlement Class Counsel will move the Court for an Order Granting Preliminary Approval of the Settlement and Notice substantially in the following form which Defendant shall not oppose:

- (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 and Share Form;
- (c) Directing the mailing of the Notice and Share Form to the Settlement Class Members;
- (d) Preliminarily approving the Settlement;
- (e) Approving Hones Law PLLC, and Ed Hones and Ari Robbins Greene, as Settlement Class Counsel; and
- (f) Approving ILYM Group, Inc. as the Settlement Administrator.

X. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

69. Following preliminary approval of the Settlement by the Court, Settlement Class Counsel move the Court for an Order Granting Preliminary Approval of the Settlement substantially in the following form:

- (a) Approving the Settlement, adjudging the terms to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving the Service Award and Individual Release Award to Plaintiff;
- (c) Approving the payment of attorneys' fees and costs to Settlement Class Counsel;
- (d) Approving the payment of service to the Settlement Administrator;
- (e) Approving payment of the employer's portion of payroll taxes; and
- (f) Dismissing the Action with prejudice and permanently barring all Participating Settlement Class Members and Plaintiff from prosecuting any and all Released Claims, as set forth above.

XI. PARTIES' AUTHORITY

70. 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

71. 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, Settlement Class Counsel shall, with the cooperation of Defendant and its counsel, take all steps necessary to secure the Court's Final Judgment.

XIII. NO PRIOR ASSIGNMENTS

72. 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.

XIV. NO ADMISSION

73. 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. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation over first meal periods and rest breaks with the attendant inconvenience and expenses.

XV. ENFORCEMENT ACTIONS

74. 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. NOTICES

75. Unless otherwise specifically provided, all notices, demands or other communications shall be in writing and shall be deemed to have been duly given as of the fifth (5th) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Settlement Class:

Ed Hones
Ari Robbins Greene
Hones Law PLLC
119 1st Avenue S, Suite 310
Seattle, WA 98104

To Defendant:

Sheehan Sullivan, Esq.
Kathryn Rosen, Esq.
Rebecca Lynch, Esq.
Davis Wright Tremaine, LLP
920 Fifth Avenue, Suite 3300
Seattle, Washington 98104

XVII. VOIDING THE AGREEMENT

76. If this Settlement is not approved, or if the Court's Final Judgment is materially modified on appeal, 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, nor shall there be any certification of the Class, as it is being requested here solely for the purposes of this Settlement. If there is any reduction in the attorneys' fees and cost award and/or Plaintiff's Service Award, as requested, such reduction may be appealed as set forth below but is not a basis for rendering the Settlement voidable and unenforceable.

XVIII. CONSTRUCTION AND INTERPRETATION OF THE SETTLEMENT

77. 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.

78. 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 TO THE SETTLEMENT

79. 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

80. 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 counsel, relating to the resolution of the Action, are merged in this Settlement. No rights under this Settlement may be waived except in writing.

XXI. BINDING ON ASSIGNS

81. 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. SETTLEMENT CLASS COUNSEL SIGNATORIES

82. 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. Excepting only the Settlement Class Members who submit a timely and valid Opt Out, the Notice shall have the same force and effect as if this Settlement were executed by Plaintiff and each Settlement Class Member with regard to the Release of Claims recited in paragraphs 58 (Plaintiff) and 59 (Settlement Class Members).

XXIII. COUNTERPARTS

83. 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.

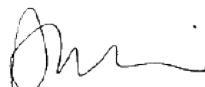
XXIV. RIGHT OF APPEAL

84. 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 Plaintiff may appeal any reduction in the requested amount of attorneys' fees and/or costs.

COUNSEL AND THE PARTIES

DATED: 8/28/25, 2025

DAVIS WRIGHT TREMAINE, LLP

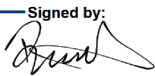
By: 
SHEEHAN SULLIVAN, ESQ.
KATHRYN ROSEN, ESQ.
REBECCA LYNCH, ESQ.
Attorneys for Defendant

DATED: 8/19/2025, 2025

HONES LAW PLLC

By: 
ED HONES, ESQ
ARI ROBBINS GREENE
Attorneys for Plaintiff

DATED: 8/19/2025, 2025

Signed by: 
By: 
REYNA C. GOMEZ
PLAINTIFF

DATED: 8/28/2025, 2025

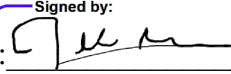
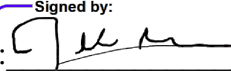
Signed by: 
By: 
SEATTLE CHILDREN'S HOSPITAL
DEFENDANT
By: Dr. Jeff Sperring
Its: CEO

EXHIBIT A
NOTICE OF SETTLEMENT

**SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR KING COUNTY**

Reyna C. Gomez v. Seattle Children's Hospital
King County Superior Court Civil Case No. 24-2-19583-1 SEA

- NOTICE OF SETTLEMENT -

A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you, and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All hourly, non-exempt Seattle Children's employees who worked at any time since August 30, 2021, excluding all hourly-paid licensed respiratory care practitioners, licensed practical nurses and registered nurses. (For the avoidance of doubt, this case does not pursue claims for second meal period violations as alleged in *Taylor v. Children's Hospital*, King County Superior Court, Case number 22-215300-8 SEA; and excludes all class members established in *Diaz v. Seattle Children's Hospital*, King County Superior Court, Case number 22-2-17681-4 SEA, and all class members established in *Megan Ellis v. Seattle Children's Hospital*, King County Superior Court, Case number 25-2-10185-1 SEA.)

- A former employee sued Seattle Children's Hospital ("Seattle Children's") and alleged Seattle Children's failed to provide employees with first meal periods and rest breaks, and related overtime, as she alleges is required under RCW 49.46.020, RCW 49.46.090, RCW 49.46.130, RCW 49.52.050, and RCW 49.52.070.
- The Court has not determined that Seattle Children's did anything wrong, and Seattle Children's strongly denies these allegations.
- The parties have reached a proposed Class Action Settlement.
- The Class Action Settlement includes a total maximum settlement payment by Seattle Children's of \$10,000,000.00.
- To qualify for a share of this payment, you must: (1) be a current or former hourly, non-exempt Seattle Children's employee in the State of Washington at any time from August 30, 2021 through the date of preliminary approval of the settlement; (2) not be a class member as established in *Taylor v. Children's Hospital*, King County Superior Court, Case number 22-215300-8 SEA; *Diaz v. Seattle Children's Hospital*, King County Superior Court, Case number 22-2-17681-4 SEA; or *Megan Ellis v. Seattle Children's Hospital*, King County Superior Court, Case number 25-2-10185-1 SEA; and (3) not exclude yourself from the Class Action Settlement.
- You do not have to do anything to be eligible to receive a share of the settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator

	any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	Get no payment. This is the only option that will not result in a release of any claim(s) you have against Seattle Children's related to the claims asserted in this Case.
OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still must decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved.

BASIC INFORMATION

1. Why did I get this Notice?

Seattle Children's records show that you worked for Seattle Children's as an hourly-paid employee between August 30, 2021 and [date of preliminary approval], in Washington. The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who do not affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

This lawsuit is about whether Seattle Children's policies and practices violated Washington law with respect to first meal periods and all rest breaks. The Court has not determined that Seattle Children's did anything wrong. Seattle Children's denies these claims and asserts it provided employees with legally compliant first meal periods and rest breaks.

The Honorable Taki Flevaris of the Superior Court for the State of Washington in and for King County is overseeing this Class Action. The lawsuit is known as *Reyna C. Gomez v. Seattle Children's Hospital*, King County Super. Ct. Case No. 24-2-19583-1 SEA (the "Case").

3. What is a class action and who is involved?

In a class action lawsuit, a person called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee who sued, and who represents the Class, is called the Plaintiff.

The company the Plaintiff sued (in this case Seattle Children’s) is called the Defendant. In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Seattle Children’s. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and to get the people affected compensation. The Class Representative and their attorneys think the Settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

As part of the Settlement of the Case, the King County Superior Court has decided that everyone who fits the following description is a Settlement Class Member:

All hourly, non-exempt Seattle Children’s employees who worked at any time since August 30, 2021, excluding all hourly-paid licensed respiratory care practitioners, licensed practical nurses, and registered nurses. For the avoidance of doubt, this case does not pursue claims for second meal period violations as alleged in Taylor v. Children’s Hospital, King County Superior Court, Case number 22-215300-8 SEA; and excludes all class members established in Diaz v. Seattle Children’s Hospital, King County Superior Court, Case number 22-2-17681-4 SEA, and all class members established in Megan Ellis v. Seattle Children’s Hospital, King County Superior Court, Case number 25-2-10185-1 SEA.

If you meet this description, you are a member of the Class.

If it is approved, the Settlement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members do not need to take any action.

THE TERMS OF THE SETTLEMENT

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Settlement Class Members could have brought against Seattle Children’s regarding Seattle Children’s alleged violation of the Washington laws relating to payment of wages by not providing a unpaid first meal period and rest breaks, including any claim for statutory or other penalties, actual damages, and any attendant claims for interest, fees, costs, attorney fees and all other forms of relief that were sought or could have been sought in or in connection to this Case.

7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

Seattle Children's will pay a total of \$10,000,000.00 as part of the Settlement, apportioned as follows:

- **Class Fund:** Seattle Children's will pay an estimated [\$00.00] (the "Class Fund"), which will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Award:** Plaintiff Reyna Gomez will ask the Court for a service award in the amount of [\$15,000.00] in recognition of her efforts in prosecuting the Case.
- **Full Release Award:** Plaintiff Reyna Gomez will seek up to \$15,000 full release award in exchange for a full release of all potential additional individual claims she may have against Defendant.
- **Settlement Administration Expenses Award:** Seattle Children's will pay an estimated [\$37,950.00] to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Settlement Class Members, handling the claims administration process, and processing payments to Settlement Class Members.
- **Attorney Fees Award:** Plaintiff's attorneys will ask the Court for \$3,000,000 for the attorney fees they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class.
- **Attorney Costs Award:** Plaintiff's attorneys will ask the Court for payment of their litigations costs and expenses they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class.

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the penalties and/or damages they are allegedly owed as a result of the practices alleged in the Case. The amount each Settlement Class Member will receive through this Settlement will vary depending on the number of individuals who participate.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Each Settlement Class Member will receive a share of the Class Fund based on each Settlement Class Member's qualifying shifts. Settlement payment checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been deposited within ninety (90) days after distribution, any amounts associated with the Settlement Class Member's uncashed check will be sent by the Settlement Administrator to the State of Washington with the associated name of the Settlement Class Member pursuant to Washington's Unclaimed Property Act (RCW 63.29, *et seq.*).

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release and discharge Seattle Children's from any and all claims that were or could have been asserted in this lawsuit for unpaid wages due to missed, late, or interrupted first meal periods and rest breaks arising from the Settlement Class Member's employment with Seattle Children's during the Settlement Class Period, including any and all associated liquidated

damages, penalties, attorney fees, costs, and interest related to or arising from those claims, whether founded on state, federal or local law.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice but shall retain jurisdiction to enforce the terms of the Settlement.

HOW YOU CAN GET PAYMENT

8. How can I get a payment?

To get a payment, you need do nothing. If you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on to decide whether to finally approve the Settlement. If the King County Superior Court approves the Settlement, the parties will then have to wait to see whether there is an appeal. If there is an appeal, it can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at [WEBSITE]. If there are no objections, we expect payments will go out within approximately sixty (60) days of the Court's final approval of the Settlement.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firm of Hones Law PLLC are qualified to represent you and all Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorneys' fees and costs in the amounts of \$3,000,000.00 (attorney fees) and approximately [\$000.00] (costs), respectively, which must be approved by the Court as part of the final approval of this Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE DEADLINE]. You may be excluded as a member of the class by submitting a written request stating, "I request that I be excluded from the Class in the case of Reyna Gomez v. Seattle Children's." The request must include your full name, employee ID, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Section 7, above. This means you will retain the right at your own expense to pursue any claims you may have against Seattle Children's.

OBJECTING TO THE SETTLEMENT

13. If I don't like the Settlement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your full name, employee ID, address, and telephone number, the name of the Case (*Reyna C. Gomez v. Seattle Children's Hospital*, King County Superior Court Case No.: 24-2-19583-1 SEA), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than** :

THE COURT'S FAIRNESS HEARING

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at _____ on _____, at the King County Superior Court at 401 4th Avenue N, Room 2D, Kent, WA 98032. The Court may provide for a video hearing in addition to or instead of an in-person hearing.

If there are objections, the Court will consider them. Judge Taki Flevaris will listen to people who have been granted permission to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel's request for attorneys' fees, costs, Settlement Administration Expenses, and Service Award for the Plaintiff. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Taki Flevaris may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in *Reyna C. Gomez v. Seattle Children's*

Hospital, King County Superior Court Case No. 24-2-19583-1 SEA.” Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than** , and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Taki Flevaris King County Superior Court 401 4th Avenue N, Room 2D, Kent, WA 98032	Ed Hones Ari Robbins Greene Hones Law PLLC 119 1st Avenue S, Suite 310 Seattle, WA 98104	Sheehan Sullivan Kathryn Rosen Davis Wright Tremaine LLP 920 Fifth Avenue, Suite 3300 Seattle, WA 98104

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Section 7, above.

GETTING MORE INFORMATION

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator at [phone number]. Plaintiff’s motion for final approval of the settlement agreement, including Class Counsel’s request for attorneys’ fees, costs, Settlement Administration Payment, and Service Award for the Plaintiff will be available for you to review on at .

EXHIBIT B
SHARE FORM

SHARE FORM
Class Member Estimated Settlement Share
(If You Do Not Opt Out)

<<Claim Number>> _____
 <<Name>> _____
 <<Address>> _____
 <<City>>, <<State>> <<Zip Code>> _____

Seattle Children's Hospital's records show that during the Class Period (August 30, 2021 to [date of preliminary approval]) you worked a total number of qualifying shifts as an hourly non-exempt employee:

Covered Class Period: August 30, 2021 to [date of preliminary approval]
Your Qualifying Shifts: <<Number of Qualifying Shifts>>
Class Total Qualifying Shifts: <<Total Eligible Shifts>>

BASED ON YOUR TOTAL QUALIFYING SHIFTS WORKED DURING THE CLASS PERIOD, YOUR ESTIMATED SHARE OF THE SETTLEMENT IS \$ _____. THIS AMOUNT MAY BE HIGHER OR LOWER BASED ON OPT OUTS, RULINGS OF THE COURT RELATED TO FEES, COSTS AND THE SERVICE AWARD FOR PLAINTIFF, AND OTHER FACTORS. IT IS ALSO SUBJECT TO REDUCTION FOR PAYROLL TAXES ASSOCIATED WITH WAGE AMOUNTS. IF THIS NUMBER IS ZERO, YOU ARE STILL ENTITLED TO A MINIMUM AMOUNT OF \$25.00 (LESS REQUIRED TAXES).

YOU DO NOT NEED TO SUBMIT THIS FORM UNLESS YOU WISH TO CHALLENGE YOUR POTENTIAL INDIVIDUAL SETTLEMENT PAYMENT OR THE NUMBER OF QUALIFYING SHIFTS WORKED LISTED ABOVE.

OPTION TO CHALLENGE

☐ I wish to challenge the employment data listed above. I have included a written statement setting forth what I believe is my actual number of qualifying shifts for Seattle Children's Hospital during the Class Period. **I recognize that any challenge I make will not be reviewed without documentary evidence to support my claim.** I understand that by submitting this challenge, I authorize the Settlement Administrator to review Seattle Children's Hospital's records and make a determination based on those records and the records I submit. I understand that such determinations are final and binding with no opportunity for further appeal.

Name: _____

Signed: _____

Employee ID: _____

Dated: _____

Certificate Of Completion

Envelope Id: EE57D007-DC24-48FD-9038-E49BD2C8275B

Status: Completed

Subject: Complete with Docusign: 2025.08.19_Class Action Settlement Agreement Agreement (SIGNED) (1).pdf

Source Envelope:

Document Pages: 30

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lorrie Salinas-Malins

AutoNav: Enabled

920 Fifth Avenue

Envelopeld Stamping: Enabled

Suite 3300

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98104-1610

LorrieSalinasMalins@dwt.com

IP Address: 64.124.123.162

Record Tracking

Status: Original

Holder: Lorrie Salinas-Malins

Location: DocuSign

8/28/2025 10:01:28 AM

LorrieSalinasMalins@dwt.com

Signer Events

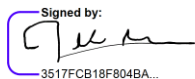
Dr. Jeff Sperring

jeff.sperring@seattlechildrens.org

CEO

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

3517FCB18F804BA...

Signature Adoption: Drawn on Device

Using IP Address: 64.125.177.174

Signed using mobile

Timestamp

Sent: 8/28/2025 10:06:04 AM

Viewed: 8/28/2025 10:57:14 AM

Signed: 8/28/2025 10:57:53 AM

Electronic Record and Signature Disclosure:

Accepted: 8/28/2025 10:57:14 AM

ID: 40cae9ae-b2b8-401e-b63c-a1f2f0d56e58

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Lorrie Salinas-Malins

lorriesalinasmalins@dwt.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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Sent: 8/28/2025 10:06:04 AM

Resent: 8/28/2025 10:57:56 AM

Viewed: 8/28/2025 10:59:14 AM

Rebecca Lynch

rebeccalynch@dwt.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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Sent: 8/28/2025 10:06:04 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/28/2025 10:06:05 AM
Certified Delivered	Security Checked	8/28/2025 10:57:14 AM
Signing Complete	Security Checked	8/28/2025 10:57:53 AM
Completed	Security Checked	8/28/2025 10:57:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Davis Wright Tremaine LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Davis Wright Tremaine LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DocuSignAdmin@dwt.com

To advise Davis Wright Tremaine LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignAdmin@dwt.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Davis Wright Tremaine LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DocuSignAdmin@dwt.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Davis Wright Tremaine LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DocuSignAdmin@dwt.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Davis Wright Tremaine LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Davis Wright Tremaine LLP during the course of your relationship with Davis Wright Tremaine LLP.