

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiffs Amber Mizell and Courtney Sams (“Plaintiffs”), individually and on behalf of the Settlement Class (as defined in Section 1.31), and Defendant Providence Health & Services - Washington¹ (“Defendant”). The Agreement refers to Plaintiffs, the Settlement Class, and Defendant collectively as “Parties” and individually as a “Party.”

SUMMARY STATEMENT

Pursuant to the terms and conditions stated herein and subject to approval of the Court, the Agreement provides that Defendant will pay \$17,000,000.00 to release and discharge all Released Claims (as defined in Section 1.25) and that the Action (defined in Section 1.1) will be dismissed with prejudice. This payment includes all wages, damages, awards, attorneys’ fees and costs, expenses, and settlement administration costs (including administrator fees and all taxes).

BACKGROUND RECITALS

- A. On May 30, 2025, Plaintiffs Amber Mizell and Courtney Sams commenced this Action by filing a complaint in King County Superior Court alleging that Defendant violated Washington’s Industrial Welfare Act (RCW 49.12), Minimum Wage Act (RCW 49.46), Wage Payment Act (RCW 49.48), the Wage Rebate Act (RCW 49.52), and the Seattle Municipal Code (SMC 14.20). On June 26, 2025, the first amended complaint was filed, clarifying the scope of the class allegations. On July 28, 2025, the complaint was amended a second time to add claims and one additional named plaintiff, Shantel Megill, who had previously been pursuing a separate class action in Spokane County Superior Court (filed on April 23, 2025) and was represented by Ackermann & Tilajef, P.C. Upon Shantel Megill’s addition to the Action, Ackermann & Tilajef, P.C. joined the suit as co-counsel for Plaintiffs. On April 6, 2026, the complaint was amended a third time to remove named plaintiff, Shantel Megill. The Complaint asserts that Defendant failed to pay for all time worked; failed to provide legally compliant rest and meal periods; failed to compensate for noncompliant rest and meal periods; and failed to calculate and pay overtime and seeks all damages due, including unpaid wages, compensation for lost breaks, exemplary and liquidated damages, statutory and prejudgment interest, attorneys’ fees, costs, expenses, and other relief granted by the Court.
- B. For purposes of this Agreement, the “Settlement Class” is defined as follows:

¹ Providence Health & Services – Washington includes Marcom, Physician Management Group, Providence Centralia Hospital, Providence Centralia Physical Therapy, Providence Dominicare, Providence Elderplace, Providence Emilie Court Assisted Living, Providence Finance, Providence Health Care Region, Providence Holy Family Hospital, Providence Human Resources, Providence Infusion and Pharmacy Services, Providence Marianwood, Providence Medical Group Northwest Washington, Providence Medical Group Southeast Washington, Providence Medical Group Southwest Washington, Providence Mother Joseph Care Center, Providence Mount Carmel Hospital, Providence Mount St. Vincent, Providence Real Estate Strategy and Operations, Providence Regional Medical Center Everett, Providence Sacred Heart Medical Center & Children's Hospital, Providence St. Joseph Care Center, Providence St. Joseph's Hospital, Providence St. Mary Medical Center, Providence St. Peter Hospital, Providence Strategic and Management Services, PSCS Divisional Services, Revenue Cycle Business Services, SCS Home Health, SCS Hospice, St. Lukes Rehabilitation Institute, and WAMT Regional Services.

Plaintiffs and all hourly-paid, non-exempt Providence Health & Services - Washington employees who worked for Defendant at its Washington locations at any time since April 23, 2022, through the date of preliminary approval of the Settlement, but excluding:

1. Class claims for non-compliant second meal period and time rounding violations asserted in *Bennett v. Providence Health & Services*;
 2. Any Swedish Health Services or Swedish Medical Center caregivers to the extent they are covered by settlements in *Callister v. Swedish Health Services, et al.* and/or *Clark v. Swedish Health Services*;
 3. Any Swedish Edmonds caregivers to the extent they are covered by claims asserted in *Wallace v. Swedish Edmonds*; and
 4. Any caregivers to the extent they are covered by the *Prince-Cooke v. Providence Health, et al.* settlement.
- C. Defendant denied and denies any liability or wrongdoing of any kind associated with the claims asserted by Plaintiffs. Neither this Agreement nor any other document pertaining to the Settlement may be offered in any other case or proceeding as evidence of any admission by Defendant of any liability or the validity of any claims. Any stipulation or admission by Defendant contained herein is made for settlement purposes only.
- D. Despite disagreement over the validity of the claims asserted, the Parties agreed to early mediation in an effort to avoid the costs and difficulties of ongoing litigation. Defendant produced time and pay records and other data that allowed assessment of Plaintiffs' allegations and Defendant's defenses. Then, on May 28, 2026, the Parties participated in an all-day mediation presided over by former Judge Paris Kallas, at which the Parties reached agreement on essential settlement terms reflected herein that they believe are fair, reasonable, and adequate.

SETTLEMENT TERMS

1. DEFINITIONS

- 1.1 "Action" means Plaintiffs' lawsuit against Defendant in King County Superior Court titled *Amber Mizell, et al., v. Providence Health & Services*, Case No. 25-2-16280-0 SEA, which was filed on May 30, 2025, was repeatedly modified as detailed in Recital A, and was last amended on April 6, 2026.
- 1.2 "Administrator" means CPT Group Inc., the neutral entity appointed to administer the Agreement.
- 1.3 "Administrator Payment" means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses, not to exceed \$100,000.00.
- 1.4 "Attorneys' Fees and Costs" means the amount awarded by the Court to compensate Class Counsel for reasonable attorneys' fees, costs, and expenses incurred in prosecuting the Action.
- 1.5 "Class Counsel" means Hones Law PLLC, including Ed Hones, Ari Robbins Greene, and Anna Michel, and Ackermann & Tilajef, P.C., including Brian Denlinger and Avi Kreitenberg.

- 1.6 “Class List” means Class Member identifying information in Defendant’s possession, including each Class Member’s name and last-known mailing address. To protect Class Members’ privacy rights, the Administrator must maintain the Class List in confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List to Administrator employees who need access to the Class List to perform their obligations under this Agreement.
- 1.7 “Class Member” means a member of the Settlement Class.
- 1.8 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.9 “Class Period” means the period from April 23, 2022, through the date of preliminary approval of the Settlement.
- 1.10 “Class Representative” means the named Plaintiffs in the Complaint.
- 1.11 “Complaint” means the operative third amended complaint, filed on April 6, 2026.
- 1.12 “Court” means the King County Superior Court.
- 1.13 “Defense Counsel” means Arnold & Porter, including Patrick Madden, Ai-Li Chiong-Martinson, and Sydney Lopes.
- 1.14 “Effective Date” means the later of (1) thirty days after the Court enters a Judgment dismissing all claims with prejudice following its Final Approval of the Settlement, or (2) if an appeal from the Judgment is filed or other appellate review is sought, the date on which all appeals and review are finally resolved.
- 1.15 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.16 “Gross Settlement Amount” means \$17,000,000.00, which is the total amount Defendant agrees to pay under the Agreement to resolve all claims.
- 1.17 “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated based on W-2 wages paid by Defendant during the Class Period, with a minimum payment of \$25.
- 1.18 “Judgment” means the final judgment dismissing all claims with prejudice entered by the Court following its Final Approval.
- 1.19 “Net Settlement Amount” means the Gross Settlement Amount after subtracting the Attorneys’ Fees and Costs, Service Award, and administration expenses (including the Administrator Payment and employer-side taxes).
- 1.20 “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion from the Settlement.
- 1.21 “Notice” means the “Notice of Class Action Settlement” to be mailed to Class Members in a form to be negotiated in good faith by the Parties and as approved by the Court.
- 1.22 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.23 “Preliminary Approval Order” means the Court’s Order granting preliminary approval of the Settlement; appointing the Administrator, Class Counsel, and Class Representative; approving the form of Notice; establishing the Notice schedule, Response Deadline, other approval proceedings, and date for a Final Approval hearing; and staying and enjoining all non-settlement proceedings by the Parties and Class Members pending Final Approval.
- 1.24 “Qualified Settlement Fund” means a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation 26 CFR § 1.468B-1.

- 1.25 “Released Claims” means any and all claims that were alleged or that could have been alleged in the Action based on or arising from the facts, circumstances, or allegations in the Complaint from April 23, 2022, until the date of the Preliminary Approval Order, including federal, state, and local claims based on common law, contract, statutes, ordinances, regulations, or other legal or equitable basis, including failure to pay minimum wage or overtime compensation; unpaid time, work hour, and timekeeping violations; failure to provide compliant rest and meal periods; failure to compensate for non-compliant (e.g., missed, short, late, and/or interrupted) rest and meal periods; willful withholding or wage theft; exemplary, liquidated, or double damages; statutory or civil penalties; statutory or prejudgment interest; attorneys’ fees; costs and expenses; and other wage and hour violations under RCW Chapters 49.12, 49.46, 49.48, 49.52 and SMC Chapter 14.20. “Released Claims” does not include claims that are not asserted and that could not be asserted based on the facts and circumstances alleged in the Action, including claims for periods after the end of the Class Period; claims for discrimination, retaliation, wrongful termination, unemployment compensation, and worker’s compensation; and any claims that may not be lawfully released under this Agreement.
- 1.26 “Released Parties” means Defendant and its current, former, and future parents, subsidiaries, affiliates, alleged joint or dual employers, and related entities as well as all of their current and former officers, directors, vice principals, agents, managers, employees, representatives, insurers, attorneys, and assigns.
- 1.27 “Request for Exclusion” means a Class Member’s submission of a valid request to be excluded from the Settlement prior to the Response Deadline.
- 1.28 “Response Deadline” means ninety calendar days after the Administrator initially mails Notice to Class Members and is the last date on which Class Members may submit Requests for Exclusion from and objections to the Settlement.
- 1.29 “Service Award” means the payment to the Plaintiffs for service as the Class Representatives and all obligations and activities related thereto.
- 1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.31 “Settlement Class” means Plaintiffs and all hourly-paid, non-exempt employees who worked for Defendant in Washington at any time from April 23, 2022, through the date of preliminary approval of the Settlement, but subject to the exclusions listed in Recital B.

2. SETTLEMENT AMOUNT AND PAYMENTS

- 2.1 **Gross Settlement Amount.** Except as otherwise provided herein, within thirty days of the Effective Date, Defendant will pay into a Qualified Settlement Fund established by the Administrator a total of \$17,000,000.00 as the Gross Settlement Amount to fully resolve all claims. The Gross Settlement Amount includes all Individual Class Payments, the Service Award, Attorneys’ Fees and Costs, Administrator Payments, and taxes and withholdings, including employer-side taxes on wage payments.
- 2.2 **Payments from the Gross Settlement Amount.** The Administrator will pay the following amounts from the Gross Settlement Amount as specified by the Court in the Final Approval:
 - 2.2.1 **To Plaintiffs.** A Service Award as approved by the Court. Defendant will not oppose each Plaintiff’s request for \$30,000.00 each. The Court’s approval of

a lesser amount will not impact the enforceability of the Agreement, and any remainder will be included in the Net Settlement Amount. The Administrator will report the Service Award using an IRS Form 1099.

- 2.2.2 **To Class Counsel.** Attorneys' Fees and Costs as approved by the Court. Defendant will not oppose Class Counsel's request for fees up to 34% of the Gross Settlement Amount and actual costs up to \$60,000.00. The Court's approval of lesser amounts will not impact the enforceability of the Agreement, and any remainder will be included in the Net Settlement Amount. The Administrator will report the Attorneys' Fees and Costs using an IRS Form 1099-MISC.
- 2.2.3 **To the Administrator.** An Administrator Payment not to exceed \$100,000 as approved by the Court. To the extent the Administrator Payment is less, any remainder will be included in the Net Settlement Amount.
- 2.2.4 **To Each Participating Class Member.** Individual Class Payments distributed to Participating Class Members based on W-2 wages paid by Defendant during the Class Period, with a minimum payment of \$25. Individual Class Payments will be allocated as 50% wages and 50% non-wage interest and damages. The wage portion is subject to tax withholding and will be reported on an IRS Form W-2. The non-wage portion will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

3. RELEASES OF CLAIMS

- 3.1 **Release by Participating Class Members.** As of the Effective Date, all Participating Class Members release the Released Parties from all Released Claims.
- 3.2 **Release by Plaintiffs.** In addition to the Release in Paragraph 3.1 and as a condition for receiving the Service Award, Plaintiffs, on behalf of themselves and their marital community (if any), heirs, executors, administrators, and assigns, expressly release and discharge the Released Parties from all known and unknown claims, promises, and causes of action that they presently may have related to Released Parties including any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, contingent or accrued, known or unknown, of any kind or nature, including without limitation arising out of or related to their employment with Defendant, in exchange for their respective Service Awards as approved by the Court. In consideration of their Service Awards and the other terms and conditions of the Settlement, Plaintiffs further agree not to object to or opt out of the Settlement. Notwithstanding the foregoing, this release excludes claims for unemployment compensation, worker's compensation, and any other claims that may not be lawfully released under this Agreement.

4. SETTLEMENT ADMINISTRATION

- 4.1 **Selection of Administrator.** The Parties have selected CPT Group Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administrator Payment. The Parties

and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator.

- 4.2 **Role of Administrator.** The Administrator will perform all duties to implement and effectuate the Settlement, including obtaining the Class List, updating and finalizing that list, executing all mailings and forms of notice to the Settlement Class, receiving and processing objections or requests to opt out, receiving and processing the Gross Settlement Amount from Defendant, distributing funds as approved by the Court, taking all mandatory deductions and withholdings from the Individual Class Payments, deducting Defendant's portion of payroll taxes and paying all required taxes to the appropriate authorities, providing all necessary tax documentation, and distributing payments to Participating Class Members.
- 4.3 **Qualified Settlement Fund.** The Administrator will establish a settlement fund that meets the requirements of a Qualified Settlement Fund.
- 4.4 **Employer Identification Number.** The Administrator will have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

5. SETTLEMENT APPROVAL AND NOTICE PROCESS

- 5.1 **Motion for Preliminary Approval.** Class Counsel will prepare and deliver to Defense Counsel drafts of all proposed documents necessary for obtaining class certification and preliminary approval of the Settlement, including a motion for certification of the Settlement Class and preliminary approval of the Settlement, Notice, declarations from Plaintiffs and Class Counsel, and a Preliminary Approval Order. Defense Counsel will have at least ten business days to review and comment on the draft documents. The Parties will work together in good faith to finalize the documents expeditiously. Plaintiffs will be responsible for filing these documents. Defendant will not oppose the motion but may provide a response if necessary to correct the record. If for any reason the Court does not grant preliminary approval or conditions preliminary approval on any material change to the Agreement, the Parties are not bound by the Agreement but will expeditiously work together in good faith in an effort to modify the Agreement to satisfy the Court's concerns.
- 5.2 **Class List.** Within twenty days after the Preliminary Approval Order is entered, Defendant will provide the Administrator with the Class List. The Administrator will then conduct a Class Member Address Search to update information regarding Class Members.
- 5.3 **Notice.** Within thirty days after the Preliminary Approval Order is entered, the Administrator will send to all Class Members identified in the Class List via first class United States Postal Service ("USPS") mail Notices substantially in the form negotiated and agreed to by the Parties. The Notices will describe the Action and this Settlement and advise Class Members of their estimated payment amounts, the releases, and their right to request exclusion from or object to the Settlement.
 - 5.3.1 Within five business days after the Administrator receives any Notice returned by the USPS as undelivered, the Administrator will re-mail the Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator will conduct a further Class Member Address Search, and re-mail the Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice to Class Members whose Notice is

returned by the USPS a second time; however, if the Administrator, Defense Counsel, or Class Counsel later identify an updated address, the Administrator will promptly re-mail the Notice to that address.

- 5.3.2 If the Administrator, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any person who believes that they should have been included in the Class List and should have received Notice, the Parties will expeditiously meet and confer in a good faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will promptly send Notice requiring them to exercise options under this Agreement not later than the deadlines in the Notice.
- 5.4 **Requests for Exclusion.** Any Class Member who wishes to be excluded from the Settlement must submit a valid Request for Exclusion in writing to the Administrator, postmarked or received by the Response Deadline (i.e., ninety calendar days after the initial mailing of Notices). To be considered valid, a Request for Exclusion must include the Class Member's full name and address, a statement that the individual wishes to be excluded from the Settlement (i.e., "I request to be excluded from the class action settlement in *Mizell v. Providence Health & Services - Washington*"), and the Class Member's signature and date signed. Class Members who are validly excluded from the Settlement (i.e., Non-Participating Class Members) will not receive an Individual Class Payment, will have no right to object to the Settlement, and will not be bound by the release in the Settlement.
- 5.5 **Objections to the Settlement.** Any Class Member who wishes to object to the Settlement must submit any objections in writing to the Court, Defense Counsel, Class Counsel, and Administrator, postmarked or received by the Response Deadline. To be considered valid, an objection must include the Class Member's full name, address, telephone number, and email address; the reasons why the individual objects to the Settlement; the name and address of the individual's attorney, if the individual has retained one; a statement as to whether the individual and/or the individual's attorney intend to appear at the Final Approval Hearing; and the Class Member's (or the individual's attorney's) signature and date signed. If a Class Member wishes to object to the Settlement, the individual must not request exclusion. The Parties may respond to any objections in or at the time of their Motion for Final Approval.
- 5.6 **Administrator's Report.** Within ten days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel with a full and complete report and draft declaration attesting to the Notice mailing process and identifying Participating Class Members, any objections by Participating Class Members, and Non-Participating Class Members who filed valid Requests for Exclusion.
- 5.7 **Defendant's Option to Void.** If more than 10% of the Class Members file valid Requests for Exclusion, Defendant may, within ten days of the Administrator's report and in its sole discretion, elect to void the Settlement in accordance with Section 7.4.
- 5.8 **Motion for Final Approval.** Class Counsel will prepare and deliver to Defense Counsel drafts of all proposed documents necessary for obtaining final approval of the Settlement, including a motion for final approval of the Settlement as well as for approval of Attorneys' Fees and Costs, the Service Award, and Administrator Payment; all declarations in support thereof; and a Final Approval Order. Defense

Counsel will have at least ten business days to review and comment on the draft documents. The Parties will work together in good faith to finalize the documents expeditiously. Plaintiffs will be responsible for filing these documents. Defendant will not oppose the motion but may provide a response if necessary to correct the record. The Parties may address objections in the motion for final approval or in separate response documents.

- 5.9 **Final Approval Hearing.** The Court will set a hearing date for considering the motion for final approval of the Settlement. That date will be included in the Notice but may be changed at any time by the Court. The Administrator will take reasonable steps to alert Class Members if the Court changes the final approval hearing date. At the final approval hearing, the Court will determine whether: to grant Final Approval of the Settlement (including whether its terms are fair, reasonable, and adequate); to approve an award of Attorneys' Fees and Costs, a Service Award, and the Administrator Payment for the amounts requested or in some other amount; to permanently enjoin and restrain Plaintiffs and Participating Class Members from initiating or pursuing any claims settled and released by the Settlement; to dismiss the Action on the merits and with prejudice; and to enter a final Judgment.
- 5.10 **Continuing Jurisdiction of the Court.** After entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of enforcing the Settlement and/or Judgment, addressing settlement administration matters, and addressing such post-Judgment matters as permitted by law.

6. PAYMENT PROCESS

- 6.1 **Payment of Gross Settlement Amount.** Except as otherwise provided herein, within thirty days of the Effective Date, Defendant will pay into a Qualified Settlement Fund established by the Administrator a total of \$17,000,000.00 as the Gross Settlement Amount to fully resolve all claims.
- 6.2 **Administrator's Distribution of Funds.** Within fifteen days of Defendant's payment into the Qualified Settlement Fund, the Administrator will mail checks disbursing all amounts due for Individual Class Payments, the Service Award, Attorneys' Fees and Costs, and Administrator Payments.
- 6.3 **Unclaimed Funds.** If any checks are returned as undeliverable, the Administrator will conduct a Class Member Address Search and remail the check if a new address is identified. If any checks are unclaimed or remain uncashed after 120 days from the original disbursement, the Administrator will send those funds to the State of Washington with the associated name of the Participating Class Member pursuant to Washington's Unclaimed Property Act (RCW 63.30, *et seq.*).
- 6.4 **Final Report.** No later than 120 days after the original disbursement of checks, the Administrator will provide the Parties with a final report documenting all payments made, all checks unclaimed and uncashed, and all amounts sent to the State of Washington.

7. ADDITIONAL PROVISIONS

- 7.1 **No Admission for any Purpose.** This Settlement represents a compromise of disputed claims and issues. Nothing in this Agreement is intended to be or should be construed as an admission by Defendant that any of the allegations in the Action have merit, that Defendant has any liability for claims asserted, or that any claims may be resolved on a class basis. The Parties agree that class certification and representative treatment is for purposes of this Settlement only.
- 7.2 **Mutual Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying or executing additional documents, submitting supplemental evidence, and providing supplemental information as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 7.3 **No Solicitation.** The Parties and their counsel will not directly or indirectly solicit or encourage Class Members to submit Requests for Exclusion or objections to the Settlement, or to appeal from the Judgment.
- 7.4 **Nullification of Settlement.** This Agreement will be null and void if the Court does not enter the Preliminary Approval Order as provided in Section 5.1; Defendant elects to void the Agreement as provided in Section 5.7; the Court does not grant Final Approval of the Settlement and enter final Judgment as provided in Section 5.9; or the Settlement does not become final for any other reason. In such case, the Parties will be returned to their respective status as of the date and time immediately prior to the execution of this Agreement and will proceed in all respects as if this Agreement had not been executed. This means that the Parties reserve the right to litigate the appropriateness of class certification and all claims and defenses. This Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement).
- 7.5 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with any exhibits will constitute the entire agreement between the Parties relating to the Settlement, superseding the CR2A settlement terms and any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 7.6 **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives. After the Preliminary Approval Order is entered, any substantive amendment, modification, or waiver also requires Court approval.
- 7.7 **No Prior Assignment.** The Parties separately represent 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 by the Party in this Settlement.
- 7.8 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 7.9 **Applicable Law.** The internal laws of the State of Washington govern all terms and conditions of this Agreement and its exhibits, without regard to conflict of law principles.
- 7.10 **No Tax Advice.** The Parties are not providing any advice regarding taxes or taxability, nor will anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 7.11 **No Effect on Employee Benefits.** This Agreement, and any amounts paid to members of the Settlement Class hereunder, will have no effect on the eligibility and/or calculation of their respective employee benefits and will not represent any modification to their previously credited hours of service under any employee pension benefit or welfare plan sponsored by or subject to contributions from Defendant. Further, any amounts paid hereunder will not be considered compensation in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit or welfare plan sponsored by or subject to contributions from Defendant.
- 7.12 **No Tolling.** This Agreement and the underlying Action do not toll or provide the basis for any equitable tolling of any statute of limitation or limitations periods for any lawsuit or other legal proceeding outside of this Action.
- 7.13 **Use and Return of Class Data.** Information, data, and documents provided to Class Counsel by Defendant may be used only with respect to this Settlement, and for no other purpose. No later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class Counsel will destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 7.14 **Attorney Authorization.** The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 7.15 **Interim Stay and Injunction.** The Parties agree that, upon the execution of this Agreement, they will not engage in any litigation activities except those necessary to effectuate the terms of this Agreement. The Parties further agree that the Court's Preliminary Approval Order should provide for an interim stay of all non-settlement proceedings by the Parties and Class Members pending Final Approval.
- 7.16 **Notices Between Parties.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.
- 7.17 **Construction.** The terms and conditions in the Agreement are the result of lengthy, arms-length negotiations between counsel. Thus, the Agreement will not be construed in favor of, or against, any Party.
- 7.18 **Headings.** The descriptive headings of sections or paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7.19 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement means calendar days. In the event any date or deadline in this Agreement falls on a

weekend or federal legal holiday, such date or deadline will be on the first business day thereafter.

- 7.20 **Fees and Costs.** Except as otherwise set forth in this Agreement, each Party will bear its own attorneys' fees and costs.
- 7.21 **Enforcement Action.** If any Party brings a legal action or other proceeding against any other Party to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorney's fees and costs.
- 7.22 **Fair Settlement.** The Parties believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through negotiations taking into account all relevant factors both current and potential.
- 7.23 **Electronic Signatures.** The Agreement may be electronically signed. Any electronic signatures appearing on this Agreement are the same as handwritten signatures for purposes of validity, enforceability, and admissibility.
- 7.24 **Execution in Counterparts.** The Agreement may be signed in counterparts. Each counterpart, when executed, will be deemed an original and all signed counterparts will together constitute one and the same final Agreement.

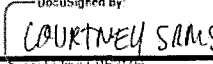
It is so agreed by the Parties on the dates signed below:

Dated: 07/09/2026

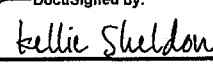
AMBER MIZELL
Signed by:

DocuSigned by:
 On behalf of herself and the Settlement Class

Dated: 07/09/2026

COURTNEY SAMS
DocuSigned by:

DocuSigned by:
 On behalf of herself and the Settlement Class

Dated: 7/14/2026

PROVIDENCE HEALTH & SERVICES - WASHINGTON
DocuSigned by:

20CA059F79FA494...
 Name: Kellie Sheldon
 Title: Chief Human Resources Officer

APPROVED AS TO FORM ONLY:

Dated: 07/09/2026

HONES LAW PLLC
DocuSigned by:

DocuSigned by:
 Ed Hones, Esq.
 Ari Robbins Greene, Esq.
 Anna Michel, Esq.

Attorneys for Amber Mizell, Courtney Sams, and the
Settlement Class

ACKERMANN & TILAJEF, P.C.

Dated: 7/9/2026

Signed by:

Avi Kreitenberg

D308E547D270485...

Brian Denlinger, Esq.
Avi Kreitenberg, Esq.
Attorneys for Amber Mizell, Courtney Sams, and the
Settlement Class

ARNOLD & PORTER

Dated: 7/14/2026

Patrick Madden

Patrick Madden, Esq.
Ai-Li Chiong-Martinson, Esq.
Sydney Lopes, Esq.
Attorneys for Defendant