

SETTLEMENT AGREEMENT

Subject to the approval of the Superior Court for the State of Washington in and for the County of King (at Kent), Plaintiff Amanda Coutts-Winkler, individually and on behalf of all Class Members, as defined herein, and Defendant Northwest Kidney Centers, a Washington Not-For-Profit Organization, agree to the terms of this joint Settlement Agreement and Release (the “Settlement”).

I. 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.

1. “Action” shall mean the civil action currently pending in King County Superior Court, entitled “*Amanda Coutts-Winkler, individually and behalf of all others similarly situated, Plaintiff, v. Northwest Kidney Centers, a Washington Not-For-Profit Organization, and DOES 1-25, inclusive, Defendants.*” Case No. 23-2-04351-1 KNT; Complaint filed March 9, 2023.

2. “Check Cashing Period” shall mean the 90-day period commencing the date on which the Individual Settlement Payments are mailed to the Class Members. After the 90-day Check Cashing Period, any uncashed proceeds shall be dispersed as set forth in Section III, Paragraph 33, below.

3. “Class Counsel” shall mean Brian Denlinger and Craig Ackermann of Ackermann & Tilajef, P.C. and Tatiana Hernandez of the Law Office of Tatiana Hernandez, P.C.

4. “Class Member” shall mean all hourly-paid, non-exempt nurses (e.g., licensed practical nurses and/or registered nurses) and dialysis technicians who worked for Defendant in the Hospital Services Division in Washington State, at any time from March 9, 2020 through the date of preliminary approval of the settlement by the Court (collectively, “Class Members” or “Class”). Defendant has represented that there are approximately 105 Class Members as of March 2024.

5. “Response Deadline” shall mean the date by which Share Forms must be

postmarked and/or received by the Settlement Administrator if any Class Member wishes to opt out of the Settlement, file an objection to the Settlement, or challenge their Individual Settlement Payment. The Response Deadline shall be forty-five (45) calendar days from the mailing of the Class Notice and Share Form.

6. “Individual Settlement Payment” shall mean the amount of money allocated to each Class Member pursuant to Paragraph 36 of this Settlement.

7. “Class Period” shall mean the period from March 9, 2020 through the date of preliminary approval of the settlement by the Court.

8. “Class Representative,” “Plaintiff,” and “Named Plaintiff” shall mean Amanda Coutts-Winkler, the individual identified as named Plaintiff in the Complaint.

9. “Court” shall mean the Superior Court for the State of Washington in and for the County of King at Kent.

10. “Defendant,” or the “Company” shall mean Northwest Kidney Centers.

11. “Final” shall mean the latest of the following dates, as applicable: the date the Court has rendered a Final Order Approving the Settlement and either (i) the Washington State Supreme Court or the U.S. Supreme Court has rendered a final order affirming the Court’s approval without material modification and the applicable date for seeking further appellate review has passed, or (ii) the applicable date for seeking appellate review of the Court’s Final Order Approving the Settlement has passed without a timely appeal or a request for review having been made.

12. “Final Order” shall mean the order granting final approval of the class action settlement entered by the Court.

13. “Gross Settlement Amount” shall mean the all-inclusive settlement amount of \$240,000.00 that Defendant will be obligated to pay in connection with the Settlement, subject to Section XXVII, Paragraph 79, below. From the Gross Settlement Amount will be deducted all costs incurred in connection with the Settlement, including: Plaintiff’s Class Representative

Service Payment of \$7,500; Class Counsel's attorneys' fees and litigation costs, including 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 (1/3 of the Gross Settlement Amount, i.e., \$80,000.00 if the Gross Settlement Amount remains \$240,000.00, plus up to \$12,000.00 in actual litigation costs); and the Settlement Administrator's actual fees and expenses (which are estimated to be no more than \$10,000.00). Defendant shall also pay the employer's portion of the payroll taxes on the wage component of the Individual Settlement Payments on top of and in addition to the Gross Settlement Amount. The amount remaining in the Gross Settlement Amount after all applicable deductions shall be referred to as the "Net Settlement Amount." The Net Settlement Amount will be paid out to the Participating Class Members who do not opt out of the Settlement following notice based on the distribution formula set forth in this Settlement Agreement. The Net Settlement Amount shall be distributed on a "checks cashed" basis, which means that no claim form shall be necessary, but checks shall automatically be sent to all Participating Class Members who do not elect to opt-out of the Settlement.

14. "Net Settlement Amount" shall have the meaning described in "Gross Settlement Amount" above.

15. "Weeks Worked" shall mean the total number of weeks in which a Class Member worked one or more shifts for Defendant during the Class Period.

16. "Notice" shall mean the Notice of Class Action Settlement, attached hereto as **Exhibit A**. It is the Notice, approved by Plaintiff and Defendant and subject to Court approval, which the Settlement Administrator will mail to each Class Member explaining the terms of the Settlement.

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

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

19. “Opt Out” refers to the process by which a Class Member must timely and properly submit a written notice to the Settlement Administrator to exclude themselves from the Settlement herein, as well as to prevent the release of their claims raised in this Action.

20. “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 Class Members.

21. “Settlement Administrator” shall mean the Settlement Administrator that the Parties mutually select to perform the duties set forth in this Settlement, subject to the Court’s approval.

22. “Settlement Effective Date” shall mean the date by which all of the following have occurred: (i) the Parties, or any one of them, has not voided this Settlement pursuant to Section XVII; (ii) the Court has granted Final Approval and entered Final Order as to this Settlement; and (iii) the Court’s Final Order has become Final.

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

II. RECITALS

24. On March 9, 2023, Plaintiff commenced the Action on behalf of herself and all others allegedly similarly situated with respect to the claims asserted.

25. On or around July 20, 2023, the Parties, through their attorneys, agreed to engage in an exchange of informal discovery and class data and to attempt early resolution through private mediation. Plaintiff sent a request for informal discovery to Defendant’s counsel, and thereafter, Defendant’s counsel provided Plaintiff’s counsel with a set of response documents

and class data, including, *inter alia*: Plaintiff's personnel file; Defendant's workplace guidelines, staff schedule documents, timekeeping system instructions and policies, and compensation, pay practices, and meal period and rest break policies; Defendant's meal break waiver agreement document; estimates of the Class Members' total shifts worked and the average hourly rate of pay for those shifts during the Class Period; and Excel spreadsheets containing the class list, as well as payroll, compensation, timekeeping, and other financial data, which allowed Plaintiff's counsel to calculate and verify—with the assistance of their data analysis expert—the Class Members' aggregate total number of shifts worked during the Class Period and the class' average shift length during the Class Period. After the exchange of informal discovery, on February 14, 2024, the Parties, including their attorneys of record, attended a full day's mediation via Zoom, facilitated by experienced wage and hour mediator, Lou Peterson, Esq. Following the conclusion of mediation, the Parties agreed to resolve this matter for a Gross Settlement Amount of \$240,000.00 for 105 Class Members, which was subsequently supplemented and memorialized by this Agreement. At all times, the Class Members were represented by Plaintiff's counsel, and Defendant was represented by its counsel.

26. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged, and contends that, for any purpose other than this Settlement, the Action is not appropriate for class treatment under Rule 23 of the Washington Rules of Civil Procedure, Rule 23 of the Federal Rules of Civil Procedure, or otherwise. The Parties agree, however, that it is appropriate to certify the class for purposes of this Settlement only.

27. Class Counsel represent that they have conducted a thorough investigation into the facts of this Action and have diligently pursued an investigation of the Class Members' claims against Defendant, including engaging in pre-negotiation investigation, reviewing substantial data and documents, and researching the applicable law and potential defenses. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members in light

of all known facts and circumstances, including the risk of protracted litigation, the risk that the Court would not certify a class action, and Defendant's defenses and potential appellate issues.

28. Defendant agrees that the Settlement is fair, reasonable, and adequate under the circumstances, taking into account all known facts and circumstances, including, but not limited to, litigation risks and likely costs of defense.

29. This Settlement represents a compromise of materially disputed claims arising during the Class Period, as set forth in the Complaint filed by Plaintiff. 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 Class Members on those claims.

30. The Parties agree to cooperate to take all necessary and appropriate steps to obtain preliminary and final approval of this Settlement and to effectuate all aspects of this Settlement. The entry of Final Order in this action shall dismiss with prejudice all claims set forth in the Action, except that it will also state that the Court retains jurisdiction to enforce the terms of the Settlement.

III. TERMS OF SETTLEMENT

31. The Parties agree that, with the Court's approval, the Court shall certify a class solely for the purpose of implementing the terms of this Settlement.

32. Gross Settlement Amount: The Gross Settlement Amount under this Settlement is \$240,000.00, as defined above, subject to Section XXVII, Paragraph 79, below.

33. Checks Cashed Process: Participating Class Members (i.e., those who do not timely and validly Opt Out) will receive a check pursuant to this Settlement as set forth under Paragraph 36. If any Participating Class Members do not cash their checks within the 90-day Check Cashing Period, any amounts associated with those Class Members' uncashed checks will be sent by the Settlement Administrator to the State of Washington with the associated name of the Class Member pursuant to Washington's Unclaimed Property Act (RCW 63.29, *et seq.*). If

any Class Members opt-out of the Settlement, any portion of the Net Settlement Amount that was allocated to the Class Member who opted-out of the Settlement shall remain within the Net Settlement Amount for pro rata distribution to the Participating Class Members.

34. Class Counsel's Attorneys' Fees and Costs: Defendant will not oppose Class Counsel's request to the Court for approval of a total for attorneys' fees and costs in an amount that does not exceed 1/3 of Gross Settlement Amount (i.e., \$80,000.00 if the Gross Settlement Amount remains \$240,000.00), plus up to \$12,000.00 in litigation costs, to be paid out of the Gross Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to their awarded fees and costs.

35. Class Representative Payment: Defendant will not oppose Plaintiff's application to the Court for a Class Representative Payment not to exceed \$7,500.00 to the Class Representative, to be paid out of the Gross Settlement Amount. The Settlement Administrator will issue the Class Representative a Form 1099 with respect to her Class Representative Payment.

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

(a) After deductions of Court-approved Class Counsel's attorneys' fees and costs, the Class Representative Payment, and the payment for the services of the Settlement Administrator, the remainder of the Gross Settlement Amount (i.e., the Net Settlement Amount) shall be available to be distributed to the Participating Class Members.

(b) Every Participating Class Member—meaning all Class Members who have not timely and properly opted-out of the Settlement—will be entitled to their allocated share of the Settlement Proceeds. The calculation is as follows and is based upon the information provided to the Settlement Administrator by Defendant: each Class Member's share shall be calculated by first dividing their Weeks Worked during the

Class Period by the sum total of all Class Members' Weeks Worked during the Class Period. This calculation will result in a percentage figure for each Class Member (the "Percentage Figure"). The Percentage Figure will then be used to determine each Class Member's portion of the Net Settlement Amount by multiplying the Percentage Figure to the Net Settlement Amount. This portion is referred to as each Participating Class Members' "Individual Settlement Payment."

(c) One-third (1/3) of each Individual Settlement Payment will be allocated and treated as wages, reported on a W-2 basis, and will be subject to normal payroll deductions. Another one-third (1/3) of each Individual Settlement Payment will be allocated as statutory and/or other non-wage damages, including statutory penalties, and will be reported on a 1099 basis. The final one-third (1/3) of each Individual Settlement payment will be allocated as interest, and will be reported on a 1099 basis. The W-2s and 1099s will be prepared by the Settlement Administrator.

37. Settlement Payment Date: Within ten (10) days after the Settlement Effective Date, Defendant shall fund the Settlement. Within twenty-one (21) days after the Settlement Effective Date, the Settlement Administrator shall mail the Individual Settlement Payments to eligible Participating Class Members; pay the appropriate taxes to the appropriate taxing authorities; make payment of Court-approved attorneys' fees and costs to appropriate counsel; and make payment of the Class Representative Payment approved by the Court.

IV. NOTICE TO THE CLASS MEMBERS

38. Within thirty (30) days after the Court's entry of its order granting preliminary approval of this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, Social Security numbers, and the number of Weeks Worked during the Class Period for the Class Members.

39. The Settlement Administrator will use reasonable tracing to verify the accuracy of the addresses before the initial mailing to ensure that the Notice is sent to 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 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.

40. Class Counsel shall provide the Court, at least five (5) court days prior to the final approval hearing, a declaration by the Settlement Administrator specifying the due diligence it has undertaken with regard to the mailing of the Notice.

V. CLASS NOTICE DISSEMINATION PROCESS

41. The Class Notice and Share Form distributed to Class Members, attached substantially hereto as **Exhibit A**, or as otherwise approved by the Court, shall be sent by the Settlement Administrator to each Class Member by first-class mail within fifteen (15) calendar days after the Settlement Administrator receives the information from Defendant as set forth above in Paragraph 38.

42. The Notice and Share Form will explain that the Class Members who wish to receive their portion of the Settlement do not need to return the Share Form unless they wish to challenge their portion of the Net Settlement Amount. Each Participating Class Member will be bound for purposes of the Settlement in this Action by the releases set forth in this Settlement.

43. Class Members shall have forty-five (45) calendar days from the mailing of the Class Notice and Share Form to opt-out of the Settlement (the “Response Deadline”). A Class Member who has opted-out shall have no standing to object to the Settlement and will not be entitled to be heard at the Final Approval Hearing.

44. Opt-Out Provisions – The Class Notice shall inform Class Members how they may opt-out of the Settlement. Any 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 to object, appeal, or comment thereon. Prior to the Response Deadline, any Class

Member who has elected to opt-out may withdraw that election by notifying the Settlement Administrator in writing that he or she wishes to be a Participating Class Member.

45. The Share Form must be postmarked by the Response Deadline if delivered to the Settlement Administrator by postage pre-paid U.S. first-class mail. If delivered by means other than mail, it must be received by the Settlement Administrator on or before the Response Deadline. The written objections to the Settlement must be signed by the Class Member. Class Counsel and Defendant's counsel may mutually agree, but need not, in their respective sole discretion, to accept late-filed objections that are received prior to the Settlement Effective Date. 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) calendar 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 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 Class Counsel shall file the objections and any responses thereto with the Court prior to the final approval hearing.

46. Share Form Disputes – If a Class Member disagrees with any of the information listed on their Share Form concerning the Weeks Worked included on the Share Form, the Class Member may dispute such information by returning a signed Share Form with a statement containing the number of Weeks Worked that the Class Member believes is correct. The 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 Class Member if necessary. The Settlement Administrator shall resolve the disagreement with the Class Member using the employee records provided by Defendant and the Class Member, in consultation with Class Counsel and Defendant's counsel.

47. 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 Order entered in the Action if the Settlement is finally approved by the Court.

48. The Settlement Administrator shall provide updates to 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 disputes by Class Members. The Settlement Administrator shall provide the opt-outs submitted to Class Counsel and Defendant's counsel.

49. Within ten (10) days after the close of business of the Response Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's counsel a declaration including a statement of due diligence and proof of mailing of the Class Notice and Share Form to the Class Members and a statement as to the number of opt-outs received. Class Counsel shall provide this information to the Court within its Motion for Final Approval of Settlement.

50. For purposes of computing the Individual Settlement Payments initially for purposes of sending the Share Form, the Settlement Administrator shall use the estimated employer and employee taxes for all Class Members in computing the Net Settlement Amount. For purposes of computing the Individual Settlement Payments after the Final Approval Hearing, the Settlement Administrator shall use the actual employer and employee taxes for all Participating Class Members in computing the Net Settlement Amount. As soon as practicable following the Final Approval Hearing, the Settlement Administrator shall inform Defendant's counsel and Class Counsel of the additional amount owing by Defendant above the Gross Settlement Amount to cover the employer taxes for all Participating Class Members. In calculating the Individual Settlement Payments, the Settlement Administrator shall assume 100% participation of the Class. The Share Form shall advise Class Members that their Individual Settlement Payment is an estimate based on 100% participation, and that the actual amount payable to each Class Member may be higher or lower depending on various factors, such as the Court's rulings on matters. The Class Notice shall advise Class Members of the split percentage between W-2 and 1099, and that Class Members should seek independent tax advice about the

tax consequences of their Individual Settlement Payments.

51. The Settlement Administrator shall be responsible for issuing and mailing the checks for the court-approved Individual Settlement Payments to the Participating Class Members.

52. 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. The Settlement Administrator will submit to Class Counsel for filing with the Court proof of all payments made from the Gross Settlement Amount with the Court and will serve all counsel with a copy of the same, within sixty (60) days of the Settlement Effective Date.

VI. RELEASE OF CLAIMS

53. Released Claims by Class Representative: In consideration of her awarded Class Representative Payment and the other terms and conditions of the Settlement, 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 affiliated agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, members, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns (the “Released Parties”), from any and all claims of any kind, known or unknown, and from any promises, causes of action, or similar rights of any type that she presently may have with respect to any of the Released Parties through the date of preliminary approval by the court (“Released Claims”). The Released Claims might arise under many different foreign, domestic, national, state, or local laws (including statutes, regulations, other administrative guidance, and common

law doctrines), such as federal and state anti-discrimination statutes, and other laws such as those providing recourse for alleged wrongful discharge, tort, personal injury, emotional distress, fraud, negligence, defamation, and similar or related claims, as well as those related to compensation, pay deductions, tax treatment of earnings, wage disputes of any nature (including those pursuant to the Fair Labor Standards Act), penalties, liquidated damages, punitive damages, attorneys' fees, benefits, and family and medical leave rights. Plaintiff's release includes all claims that were made, or could have been made, against the Released Parties in the Action. This Release does not release any claims that the law does not permit Plaintiff to release, including but not limited to: (1) claims for worker's compensation injuries and/or benefits, and (2) Plaintiff's pending claims for STD and/or LTD benefits through NY life insurance. Plaintiff agrees to promptly pay and to indemnify and hold the Released Parties herein harmless from and against any and all loss, cost, damage or expense, including without limitation, attorneys' fees, interest, assessments, and penalties, arising out of any dispute over the tax treatment of any of the proceeds received by Plaintiff as a result of this Release.

54. Released Claims by Class Members: In consideration of their Individual Settlement Payments and the other terms and conditions of the Settlement, and recognizing that there is a *bona fide* dispute regarding wages owed, among other things, each Participating Class Member (including the named Class Representative) irrevocably releases and discharges Defendant and all of their affiliated agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, members, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns (the "Released Parties") from all

claims during the time period from March 9, 2020 through the date of preliminary approval of the settlement (the “Class Period”) in the Complaint asserted against Defendant, including without limitation claims for failing to compensate for missed meal periods and rest breaks under RCW 49.12, WAC 296-126-092, and claims for exemplary or double damages, penalties, and interest pursuant to RCW 49.52.050 and 070, as well as attorneys’ fees and costs, and any claims under any state, federal, or local law arising from the claims in the Complaint based on the same factual predicates as alleged therein, to the fullest extent permitted by law. This Release does not release any claims that the law does not permit each Participating Class Member to release. Each Participating Class Member is responsible for appropriately reporting the proceeds received as a result of this Release on their taxes and agrees to hold the Released Parties harmless with respect to any dispute arising from or related to such reporting.

55. Additional Attorneys’ Fees Released by Class Counsel: In consideration for their Court-approved attorneys’ fees and expenses, Class Counsel waives any and all claims to any further attorneys’ fees or costs in connection with the Action.

VII. NO EFFECT ON OTHER BENEFITS

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

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

VIII. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

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

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

60. Unopposed Motion for Preliminary Approval of 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;

(c) Directing the mailing of the Notice to the Class Members;

(d) Preliminarily approving the Settlement;

(e) Preliminarily certifying a class consisting of Plaintiff and Class Members for purposes of Settlement only;

(f) Approving Brian Denlinger, Craig Ackermann, and Tatiana Hernandez as Class Counsel; and

(g) Approving the settlement administrator agreed to by the Parties as the Parties' mutually agreed upon Settlement Administrator.

IX. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

61. Following final approval of the Settlement by the Court, Class Counsel will submit a proposed Final Order substantially in the following form:

(a) Certifying a Class consisting of Plaintiff and Participating Class Members for purposes of settlement only;

(b) Approving the Settlement, adjudging the terms to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(c) Approving the Class Representative Payment to the Named Plaintiff;

(d) Approving the payment of attorneys' fees and expenses to Class Counsel;

(e) Dismissing the Action on the merits and with prejudice and permanently barring all Participating Class Members and Plaintiff from prosecuting any and all Released Claims, as set forth above.

X. PARTIES' AUTHORITY

62. 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.

XI. MUTUAL FULL COOPERATION

63. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the cooperation of Defendant and its counsel, take all steps necessary to secure the Court's Final Order Approving the Settlement.

XII. NO PRIOR ASSIGNMENTS

64. 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.

XIII. NO ADMISSION

65. 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 and that class treatment is appropriate in this matter for any other purpose that facilitating the Settlement. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

66. This Settlement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

XIV. ENFORCEMENT ACTIONS

67. 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 prevailing party or Parties shall be entitled to recover from the non-prevailing party or Parties reasonable attorneys' fees and costs, including expert witness fees and costs incurred in connection with any enforcement actions.

XV. NOTICES

68. 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 Class:

Brian Denlinger, Esq.
Craig Ackermann, Esq.
ACKERMANN & TILAJEF, P.C.
2602 North Proctor Street, Suite 205
Tacoma, Washington 98406

Tatiana Hernandez, Esq.
LAW OFFICE OF TATIANA HERNADEZ, P.C.
315 South Beverly Drive, Suite 504
Beverly Hills, California 90212

To Defendant:

Devin Smith, Esq.
Scott Prange, Esq.
DAVIS WRIGHT TREMAINE LLP
920 Fifth Avenue, Suite 3300
Seattle, Washington 98104

XVI. VOIDING THE AGREEMENT

69. If this Settlement is not approved, or if the Court's Final Order is materially modified on appeal, then this Settlement will become null and void, no payment under this Settlement will be made, and the Agreement 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' fee and cost award and/or the Class Representative Payment, as requested, such reduction may be appealed as set forth below but is not a basis for rendering the Settlement voidable and unenforceable.

XVII. CONSTRUCTION

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

XVIII. CAPTIONS AND INTERPRETATIONS

71. 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

72. 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

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

XXI. BINDING ON ASSIGNS

74. This Settlement shall be binding upon and inure to the benefit of the Parties and

their respective heirs, trustees, executors, administrators, successors, and assigns.

XXII. CLASS COUNSEL SIGNATORIES

75. It is agreed that it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the release. Excepting only the 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 Class Member with regard to the Release of Claims recited in Section VI, Paragraphs 53 (Plaintiff) and 54 (Class Members).

XXIII. COUNTERPARTS

76. 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

77. The Parties agree to waive all appeals from the Court's Final Order Approving this Settlement, unless the Court materially modifies the Settlement; provided, however, that Plaintiff may appeal any reduction in the requested amount(s) of attorneys' fees and/or costs, or the Class Representative Payment.

XXV. CLASS CERTIFICATION

78. The Parties agree that the stipulation of class certification is for the purposes of this Settlement only and if for any reason the Settlement is not approved, the Settlement will be of no force or effect, the class will not be certified, and no payment will be made. The Parties agree that certification for settlement purposes is in no way an admission that class certification is proper and that evidence of this stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding.

XXVI. RIGHT OF REVOCATION

79. In the event that more than 10% of the Class Members opt out of the Settlement (i.e., 11 or more Class Members, since the class size is approximately 105), Defendant has the right to void the Settlement. The Settlement Administrator will notify Defendant of the total number of opt-outs within 14 days after the Response Deadline for the submission of Opt Outs. Defendant shall have 10 days thereafter to notify the Settlement Administrator and Class Counsel of its election to void the Settlement, after which the election shall be waived. In the event that the class contains more than 125 Class Members, as of the date Defendant provides the Settlement Administrator with the class data as required by paragraph 38 herein (i.e., 126 or more total Class Members), then Plaintiff will have the right to void this Agreement unless Defendant agrees to proportionately increase the Gross Settlement Amount to account for all Class Members beyond 125 (i.e., for each Class Member beyond 125, the Gross Settlement Amount shall be increased by \$1,920.00). Neither Party shall encourage Class Members to opt out of the Settlement.

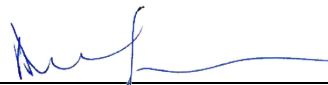
XXVII. NO RETALIATION

80. Defendant agrees that it will not engage in discrimination or retaliation of any kind against the Class Representative as a result of filing this action, or for giving testimony, assistance, or participating in any manner in an investigation, proceeding, or hearing pursuant to this action, or any Class Member for choosing to participate or not participate in this Settlement.

COUNSEL AND THE PARTIES

DATED: April 8, 2024

DAVIS WRIGHT TREMAINE LLP

By:  Devin Smith, WSBA #42219
DEVIN SMITH, ESQ.
SCOTT PRANGE, ESQ.
Attorneys for Defendant

DATED: 4/4/2024 | 12:53 PM PDT

ACKERMANN & TILAJEF, P.C.

DocuSigned by:
By: Brian W. Denlinger
BRIAN DENLINGER, ESQ.
CRAIG ACKERMANN, ESQ.
Attorneys for Plaintiff

DATED: 4/5/2024 | 5:05 PM PDT

LAW OFFICE OF TATIANA HERNANDEZ, P.C.

DocuSigned by:
By: Tatiana Hernandez
TATIANA HERNANDEZ, ESQ.
Attorney for Plaintiff

DATED: 4/8/2024 | 2:18 PM PDT

DocuSigned by:
By: Amanda Coutts-Winkler
AMANDA COUTTS-WINKLER
PLAINTIFF

DATED: _____

By: _____
NORTHWEST KIDNEY CENTERS
DEFENDANT
By: _____
Its: _____

DATED: _____

ACKERMANN & TILAJEF, P.C.

By: _____

BRIAN DENLINGER, ESQ.
CRAIG ACKERMANN, ESQ.
Attorneys for Plaintiff

DATED: _____

LAW OFFICE OF TATIANA HERNANDEZ, P.C.

By: _____

TATIANA HERNANDEZ, ESQ.
Attorney for Plaintiff

DATED: _____

By: _____

AMANDA COUTS-WINKLER
PLAINTIFF

DATED: 4/5/2024 _____

By: _____

NORTHWEST KIDNEY CENTERS
DEFENDANT

By: _____
Jennifer Eslava

Its: vice-President of Finance & CFO _____

DocuSigned by:
Jennifer Eslava

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