IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

RAYMOND SUMERLIN JR. and MARYANN SUMERLIN, a married couple, and MARTIN WHITNEY and SHERRYL WHITNEY, a married couple, VASHON COE, and RACHELLE LLOYD, and others similarly situated, Plaintiffs. vs. MULTICARE HEALTH SYSTEM d/b/a: MULTICARE DEACONESS HOSPITAL and MULTICARE ROCKWOOD CLINIC NEUROSURGERY & SPINE *and MULTICARE VALLEY HOSPITAL*; and JASON A. DREYER, DO and JANE DOE DREYER, husband and wife and the marital community thereof; and JOHN/JANE DOES 1-5 and any marital communities thereof, Defendants.	NO. 23-2-01703-32 **CLASS ACTION SETTLEMENT AGREEMENT**

Subject to the approval and modification of the Court, this Class Action Settlement Agreement ("Agreement") is entered in the above-captioned action (the "Action") between and among Plaintiffs Raymond Sumerlin Jr. and Maryann Sumerlin; Martin Whitney and Sherryl Whitney; Vashon Coe, and Rachelle Lloyd (the "Named Plaintiffs" or "Plaintiffs"), on behalf of

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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themselves and the Settlement Class, and Defendants MultiCare Health System, Inc.; MultiCare Deaconess Hospital; MultiCare Valley Hospital; MultiCare Rockwood Clinic; MultiCare Rockwood Clinic Neurosurgery & Spine; and Jason A. Dreyer D.O. and Laura Dreyer (collectively "Defendants"). The Named Plaintiffs, Settlement Class, and Defendants (collectively, the "Parties") enter into this Settlement Agreement to effect a full and final settlement and dismissal of this Action.

Exhibit A	Preliminary Approval Order
Exhibit B	Declaration of [Cameron Azari, *Settlement Administrator*]
Exhibit C	Short-Form Notice
Exhibit D	Long-Form Notice
Exhibit E	Judgment
Exhibit F (see below ¶¶91 - 93)	Plan of Allocation

I. RECITALS

1. On June 3, 2022, Plaintiffs, Glenda Rae, a single person, and Isabel Lindsey and Charles Lindsey, a married couple, filed Plaintiffs' Class Action Complaint against Defendants in Pierce County Superior Court (Cause No. 22-2-06780-8).

2. On April 14, 2023, the Court entered an Order granting Defendants' Motion to Change Venue from Pierce County Superior Court to Spokane County Superior Court (Cause No. 23-2-01703-32).

3. On February 8, 2024, after Plaintiffs had filed a Motion to Certify this Action, this Court entered an Order Deferring Ruling on Plaintiffs' Motion to Certify, finding the motion to be premature at that time. The Court permitted the parties leave to readdress this Motion in the future

FAIN ANDERSON VANDERHOEF
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3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

when the parties believed they had sufficient information to do so. The class in this case has never been certified.

4. On February 9, 2024, this Court entered an order permitting plaintiffs to amend the complaint to add named plaintiffs and class representatives Raymond Sumerlin, Jr. and Maryann Sumerlin; and Martin Whitney and Sherryl Whitney and to withdraw Plaintiffs Isabel and Charles Lindsey as class representatives, as the Lindseys were pursuing individual claims against the Defendants in a separate action (Cause No. 23-2-04365-32), after Plaintiffs filed a motion that made those requests. [1]

5. On June 14, 2024, this Court signed and entered a stipulation acknowledging the Lindseys' decision to pursue all their individual claims against Defendants in a separate action (Cause No. 23-2-04365-32).

6. On May 15 - 16, 2025, Plaintiffs and MultiCare began to mediate this action and dispute with Keith M. Kubik of the Kubik Mediation Group and Fouad Kurdi with Resolutions, LLC. The parties engaged in two mediation sessions on these dates and had numerous discussions with the mediators, particularly Mr. Kurdi, after these mediation dates.

7. On September 25, 2025, this Court entered an order amending the civil case schedule and continuing the trial date in this action to September 8, 2026.

8. After exhaustive, arm's-length negotiations, MultiCare and Plaintiffs reached an agreement to resolve this matter on behalf of MultiCare. The terms and conditions of the confidential and privileged Mediator's Proposal dated December 23, 2025, are incorporated herein by this reference.

Thereafter, on September 11, 2026, the Dreyers and their insurer, Physicians Insurance, participated in a mediation with Plaintiffs before mediator William A. Knowles and reached a

[1] By order dated July 14, 2026, the Complaint was further amended to remove Ms. Glenda Rae as a Plaintiff Representative with Ms. Rae taking putative class member status instead, and to add Vashon Coe and Rachelle Lloyd as Plaintiff Representatives.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

global settlement resolving the claims against the Dreyers. The material terms of that settlement were circulated by email on September 11, 2026, and are incorporated herein by this reference.

9. This Action has been thoroughly litigated. The parties engaged in extensive discovery, including a vigorous motions practice and the production of thousands of documents by Defendants, the exchange of written discovery requests and responses, and over 30 discovery depositions have been taken between this and other related actions.

10. Before entering into this Agreement, Class Counsel conducted a thorough assessment of the relevant law, facts, and allegations to assess the merits and strengths of the claims and potential defenses, and based on that assessment, believe that the Agreement reflects a fair, reasonable, and adequate resolution of the Settlement Class' claims, which they continue to believe are meritorious, when balanced against the risks associated with continuing to litigate them and the time it would take to secure a recovery, if any.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms used here shall have the meanings specified below:

11. "Court" means the Superior Court of Spokane County.

12. "Class" or "The Class" means all persons whose medical records confirm that one or more Spine Surgeries were performed upon them under general anesthesia by Dr. Jason Dreyer at MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County during the Class Period.

13. "Class Counsel" means Gilbert Law Firm, P.S.: William A. Gilbert, Beth M. Bollinger, Ashley A. Richards; Lankford & Reed PLLC: Terrance G. Reed.

14. "Class Members" means all individuals who fall within the definition of the Class who do not exclude themselves from (opt-out of) the Class.

15. "Class Period" or "Relevant Period" means the period from and including July 23,

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

2019, through March 10, 2021.

16. "Claim Form" means the form that is referenced in the Short Form Notice and Long Form Notice that is found on the settlement website and must be timely completed and submitted online by any person in the Class seeking payment. The Claim Form will have the option to be considered for Tier 1, Tier 2, and/or Tier 3 treatment as outlined in the Plan of Allocation (**Exhibit F**).

17. "Defendants" means MULTICARE HEALTH SYSTEM also d/b/a MULTICARE DEACONESS HOSPITAL, MULTICARE ROCKWOOD CLINIC / MULTICARE ROCKWOOD CLINIC NEUROSURGERY & SPINE, and MULTICARE VALLEY HOSPITAL (collectively, "MultiCare") as well as Jason A. Dreyer, DO, and Laura Dreyer (collectively, the "Dreyers").

18. "Defendants' Counsel" means Fain Anderson Vanderhoef Rosendahl O'Halloran Spillane, PLLC: Eric. A. Norman, Michelle Hyer, Brian Waters; Evans Craven & Lackie: Robert F. Sestero, II, and Samuel C. Thilo; Allen, Hansen, Maybrown & Offenbecher: Todd Maybrown for MultiCare, as well as Witherspoon Brajcich and McPhee, PLLC: Ryan Beaudoin, Jeffrey R. Galloway, Jon T. Burtard and Katelyn Renfro for the Dreyers.

19. "Effective Date" means the date when all of the following events have occurred: (i) the Settlement has been executed on behalf of Plaintiffs, Defendants, Class Counsel, and Defendants' Counsel; and (ii) the Court has given preliminary approval to the Settlement.

20. "Escrow Account" means an interest-bearing escrow account maintained by the Escrow Agent, subject to the Settlement Agreement and Court jurisdiction.

21. "Escrow Agent" means Epiq Class Actions & Claim Solutions Inc. ("Epiq"), the company designated by Class Counsel to maintain the Escrow Account.

22. "Escrow Agreement" means the agreement between Class Counsel and the Escrow Agent, setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 · f. 206-749-0194

23. "Fee and Expense Award" means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their attorneys' fees and expenses in connection with the Action and the Settlement.

24. "Final" means, with respect to any order of a court, including the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal.

25. "Final Approval Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of (a) determining whether Settlement should be finally approved as fair, reasonable, and adequate; (b) ruling on application of Service Awards; and (c) ruling on an application for a Fee and Expense Award.

26. "Final Date" means the date on which the Judgment becomes Final.

27. "Gross Settlement Fund" means the sum of Fifty-Five Million Five Hundred Thousand Dollars ($55,500,000.00) in United States currency. Of the Gross Settlement Fund, Thirty-Three Million Dollars ($33,000,000.00) shall be funded by MultiCare on behalf of MultiCare, and Twenty-Two Million Five Hundred Thousand Dollars ($22,500,000.00) shall be funded by Physicians Insurance A Mutual Company on behalf of the Dreyers.

MultiCare and Physicians Insurance A Mutual Company shall cause their respective settlement contributions to be deposited into the Escrow Account within thirty (30) days after: (a) expiration of the Opt-Out Deadline; (b) expiration of Defendants' period to exercise any contractual termination rights; and (c) entry of the Final Approval Order.

MultiCare and Physicians Insurance A Mutual Company shall pay Notice and Administration Costs as invoiced prior to funding of the Gross Settlement Fund. Any Notice and Administrative Costs paid prior to funding shall be credited pro rata against the funding obligations of MultiCare and Physicians Insurance A Mutual Company based upon their respective percentage contributions to the Gross Settlement Fund.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

28. "Long Form Notice" means the Court-approved notice to be made available on the Settlement Website, substantially in the form attached as **Exhibit D**.

29. "Judgment" means a separate judgment to be entered by the Court, pursuant to CR 54 and 58, dismissing the Action against Defendants with prejudice, listing (in an exhibit) all persons who have timely and properly opted out of the Agreement as permitted by the Court, and reserving to the Court exclusive personal and subject-matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Agreement. The Judgment shall be entered substantially in the form set forth in **Exhibit E**.

30. "Named Plaintiffs" or "Plaintiffs" means the named class representatives: RAYMOND SUMERLIN JR. and MARYANN SUMERLIN; MARTIN WHITNEY and SHERRYL WHITNEY; VASHON COE and RACHELLE LLOYD.

31. "Net Settlement Fund" means the Settlement Fund less (i) the Fee and Expense Award; (ii) Notice and Administration Costs; and (iii) such other costs, expenses, or amounts as may be awarded or allowed by the Court.

32. "Notice" means the Notice of Class Action Settlement in substantially the form attached hereto as Exhibits C - (Short Form Notice) and D - (Long Form Notice) and as approved by the Court.

33. "Notice Plan" means the proposed plan of providing Notice to the Settlement Class.

34. "Notice and Administration Costs" means (i) the costs, fees and expenses that are incurred in connection with the Notice Plan; (ii) any costs, fees and expenses that are incurred by the Escrow Agent; and (iii) other reasonable costs, fees and expenses that are incurred in connection with administration of the settlement, including the Plan of Allocation, which include expenses related to the Settlement Master and the designated panel of neurosurgeon spine experts who will be reviewing records for determining Tier 2 and Tier 3 claims.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

35. "Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class member must serve written objections, if any, to the Agreement in accordance with **Section X** and other related terms of this Agreement to qualify them to be able to object to the Settlement.

36. "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Request to Opt-Out must be filed with the Settlement Administrator in accordance with **Section IX** and the other related terms of this Agreement in order for a Settlement Class member to be excluded from the Settlement Class.

37. "Parties" or "Settling Parties" means, collectively, the Named Plaintiffs and the Defendants.

38. "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund or such other plan of allocation as the Court may approve.

39. "Preliminary Approval Order" means the order preliminarily approving this Agreement and directing the provision of notice, substantially in the form attached as **Exhibit A.**

40. "Released Claims" means, with respect to the Named Plaintiffs and Settlement Class Members, the full, final, and forever release, waiver, and discharge, to the fullest extent permitted by law or equity, of any and all claims, demands, damages of any kind (including, without limitation, economic and non-economic damages), losses, costs, expenses, attorneys' fees, liabilities, obligations, remedies, debts, and causes of action of every kind and nature whatsoever against the Released Parties, whether known or unknown, suspected or unsuspected, accrued or unaccrued, vested or contingent, direct or indirect, individual, representative, class, derivative, legal, equitable, statutory, or otherwise, arising under federal, state, local, common, foreign, or other law, rule, or regulation, that were asserted, could have been asserted, may now exist, or hereafter may be asserted, and that arise out of, relate to, are based upon, concern, result from, or share a common nucleus of operative facts with the allegations, transactions, occurrences, events,

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

acts, omissions, conduct, care, treatment, services, supervision, credentialing, privileging, monitoring, employment, contracting, training, or circumstances alleged or that could have been alleged in the Action.

Released Claims include, without limitation, claims for Washington State RICO violations, corporate negligence, medical negligence, informed consent, fraud, misrepresentation, concealment, Consumer Protection Act violations, common-law claims, loss of consortium, agency, ostensible agency, respondeat superior, joint venture liability, vicarious liability, and any other theory of liability or recovery arising out of or relating in any way to the allegations in the Action, including, without limitation, claims relating to Dr. Jason Dreyer and his alleged acts or omissions.

Released Claims further include, without limitation, any and all claims arising out of or relating to the acts, omissions, treatment, care, services, supervision, credentialing, retention, training, monitoring, employment, contracting, privileges, qualifications, conduct, or professional services of Dr. Jason Dreyer.

Released Claims also include, without limitation, any claims for contribution, indemnity, apportionment, comparative fault, reimbursement, subrogation, recoupment, assignment, setoff, offset, credit, declaratory relief, injunctive relief, or other derivative or related claims that have been, could have been, or may be asserted by the Named Plaintiffs, Settlement Class Members, or any person or entity acting on their behalf against any Released Party arising out of, relating to, based upon, or sharing a common nucleus of operative facts with the allegations asserted or that could have been asserted in the Action.

Released Claims additionally include any wrongful death, survival, estate, heirship, beneficiary, consortium, dependency, successors, assigns, representatives, guardians,

FAIN ANDERSON VANDERHOEF
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Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

subrogation, reimbursement, or other derivative claims against the Released Parties arising from, related to, or based upon the same underlying facts, circumstances, transactions, occurrences, events, or allegations at issue in the Action, whether presently known or unknown.

Released Claims expressly include claims that the Named Plaintiffs or Settlement Class Members do not know or suspect to exist in their favor arising from, related to, or based upon the same underlying facts, circumstances, transactions, occurrences, events, or allegations at issue in the Action,as of the Effective Date and which, if known, might have affected their decision to enter into this Settlement Agreement.

41. "Released Parties" means Defendants and each of Defendants' past, present, and future predecessors, successors, assigns, trustees, parent entities, subsidiaries, affiliates, related entities, principals, officers, directors, governors, managers, members, partners, shareholders, employees, agents, servants, attorneys, advisors, consultants, representatives, insurers, reinsurers, administrators, estates, heirs, executors, personal representatives, contractors, subcontractors, physicians, medical staff, and any other person or entity acting by, through, under, for, or on behalf of any Defendant during the relevant period.

42. "Request to Opt-Out" means a timely written request from a Settlement Class member who seeks to opt out of the Settlement Class, and which complies with the requirements in **Section IX** of this Agreement.

43. "Service Award(s)" means the incentive/service awards for the Named Plaintiffs as approved by the Court.

44. "Settlement" means the terms and conditions of settlement embodied in this Settlement Agreement.

FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

45. "Settlement Administrator" means Epiq, which is headquartered at: 501 Kansas Avenue, Kansas City, Kansas 66105.

46. "Settlement Master" means Fouad Kurdi, (Massachusetts Board of Bar Overseers ID Number: 697432) with Resolutions, LLC, 30 Monument Square, Suite 245, Concord, Massachusetts 01742.

47. "Settlement Class" means the Dreyer Treatment Class as defined by the Court in its Order Granting Class Certification for Settlement Purposes Only, with the exception of:

a. persons who file Requests to Opt-Out in accordance with this Settlement Agreement and the Class Notice;

b. the officers and directors of Defendant; and

c. the Presiding Judge and any judicial staff involved in this Action.

48. "Settlement Class Member" means any member of the Settlement Class.

49. "Short Form Notice" means the Court-approved notice to be sent directly to the Settlement Class members (including those who may later file Requests to Opt-Out) in accordance with the Notice Plan, substantially in the form attached as Exhibit C. The Short Form Notice also will be emailed to Settlement Class members for whom an email address is available (including those who may later file Requests to Opt-Out).

50. "Spine Surgeries" or "Spine Surgery" means surgical procedures to treat conditions of the spinal column in an operating room and under general anesthesia.

51. "Taxes" means all federal, state, or local taxes of any kind imposed on, or measured by reference to or in connection with any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation or tax treatment of the Settlement Fund (including, in each case and without limitation, interest, penalties, additions to tax and the reasonable expenses of tax attorneys and accountants).

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 · f. 206-749-0194

52. "Tax Expenses" means any tax-related expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns or other tax-related documentation (including those described in **Section XII**)).

53. "Treas. Reg." means the United States Treasury regulations.

III. SETTLEMENT CONSIDERATION

54. In consideration of the Released Claims against the Released Parties, Defendants agree to pay the Settlement Fund for the benefit of Settlement Class members in the manner described in this Section III. The settlement fund is for claims and related damages that arise directly from the allegations in this case, which includes allegations of negligent conduct, and resulting personal physical injuries, physical sickness, and mental and emotional harm sustained by Class Members as an alleged direct and proximate result of alleged negligent conduct of Defendants and no recovery is contemplated or understood to be covered for special damages to include, without limitation, past or future medical expenses, loss of income, or other economic loss.

55. Defendants shall cause the Settlement Fund to be deposited into the Escrow Account, with the Escrow Agent, Epiq as payee, within thirty (30) days after: (a) expiration of the Opt-Out Deadline; (b) expiration of Defendants' period to exercise any contractual termination rights; and (c) entry of the Final Approval Order.

Defendants shall pay Notice and Administration Costs as invoiced prior to funding of the Gross Settlement Fund. Such amounts shall be credited against the Gross Settlement Fund when funded.

56. Other than the obligation of Defendants to cause to be paid these amounts to the Escrow Agent, Defendants shall not have any obligation to make any payment into the Escrow

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

Account pursuant to this Agreement. If this Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or does not become Final for any reason, then the funds in the Escrow Account shall be promptly released and returned to Defendants (along with all accrued interest).

57. The interest earned on the Settlement Fund shall be allocated as set forth in the Plan of Allocation. If the Agreement does not become Final and the Settlement is terminated, the interest earned on the Settlement Fund shall be for the benefit of Defendants.

58. The Settlement Fund shall be used to pay (i) the Fee and Expense Award; (ii) Notice and Administration Costs; and (iii) such other costs, expenses, or amounts as may be awarded or allowed by the Court. The balance remaining in the Settlement Fund (the Net Settlement Fund) shall be distributed to Settlement Class members as provided in the Plan of Allocation.

59. Defendants shall have no responsibility or liability for the maintenance, preservation, investment, or distribution of any amount of the Settlement Fund or the Net Settlement Fund.

60. Class Counsel or the Settlement Administrator may pay from the Escrow Account, without further order of the Court, all reasonable Notice and Administration Costs. If this Agreement is terminated pursuant to its terms, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to Defendants.

61. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Final Date. All funds held by the Escrow Agent shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Agreement or further order of the Court.

62. All direct or indirect claims relating to the subject matter of this Agreement, arising out of contract or any other theory of law or arising under state or federal law, including, but not limited to, any private causes of action or subrogation or lien claims or interests of each

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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class members' health care providers, insurance carriers, the Department of Labor & Industries, the Department of Social and Health Services, and any federal or state agency or programs, including, but not limited to, Medicare, Medicaid, Veterans Administration, or federal or state workers compensation programs, are the sole and separate obligation of each individual class member to pay or otherwise resolve on an individual basis. Each class member has an independent legal obligation under federal law, including, but not limited to, 42 C.F.R. § 411.24, as currently in effect or hereinafter modified, to satisfy any Medicare claim, lien or interest, against that class member individually, which is each class member's sole and separate obligation.

63. By not opting out of the Class, each individual class member acknowledges with regard to any lien or subrogation claims asserted against that individual class member's award that the individual class member will defend, indemnify, and hold harmless the Released Parties from and against all private causes of action or lien and subrogation claims, including all costs and attorney's fees incurred in the defense of such claims, up to that Class Member's individual settlement recovery allocation minus subrogation amounts already paid.

64. The Short Form Notice sent to Class Members, and the Long Form Notice found on the Settlement Administrator's website, will inform each Class Member that, by not opting out of the Class, the Class Member will be agreeing to and acknowledging that the Class Member is solely responsible for the satisfaction and discharge of all liens or subrogation claims that are the individual responsibility of that Class Member, and that no payment on a claim is made by the Settlement Administrator until the lien or subrogation claim is resolved.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

IV. RELEASE OF CLAIMS

65. The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Action as against Defendants, and shall fully, finally and forever release all claims against all Released Parties.

66. Pursuant to the Judgment, upon the Final Date, Named Plaintiffs and each of the Settlement Class members, on behalf of themselves and any of their personal representatives, spouses, domestic partners, trustees, heirs, executors, administrators, predecessors, successors, or assigns shall be deemed by operation of law to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed all Released Claims, and covenant not to pursue any or all Released Claims against any Released Party.

67. This Agreement expresses a compromise of disputed claims and constitutes a full and complete settlement of all claims alleged in this action against Defendants. Liability and responsibility for Plaintiffs claims are expressly denied by the Released Parties. The acceptance of this Agreement by any party or this Court shall not operate as an admission of any wrongdoing or liability on the part of the Parties Released. Defendants dispute all claims and deny that class certification is appropriate in this action except for settlement purposes only.

V. PRELIMINARY AND FINAL APPROVAL

68. After the execution of this Agreement, Class Counsel shall submit the Agreement together with its exhibits to the Court and shall move the Court for preliminary approval of the Agreement and class certification for settlement purposes only. Class Counsel shall also submit a copy of a proposed form of a Preliminary Approval Order, in substantially the form set forth attached as **Exhibit A.**

69. The Preliminary Approval Order shall:

a. Confirm the Court's certification of the Settlement Class for settlement purposes only, its appointment of the Named Plaintiffs as representatives of the Settlement Class, and its appointment of Class Counsel as counsel for the Settlement Class;

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 · f. 206-749-0194

b. Preliminarily approve the Settlement as fair, adequate, and reasonable to Settlement Class Members;

c. Determine that Class Counsel have and had the authority to execute this Settlement Agreement on behalf of the Named Plaintiffs and the Settlement Class;

d. Determine that the Notice Plan complies with all legal requirements, including but not limited to due process;

e. Appoint the Settlement Administrator, and Settlement Master.

f. Direct that Notice be given as provided in this Settlement Agreement;

g. Provide that any objections by any Settlement Class member to the Agreement shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, such objector files with the Court a written objection and (if applicable) notice of the objector's intention to appear, and otherwise complies with the requirements in **Section X** and the other related terms of this Agreement;

h. Establish dates by which the Settling Parties shall file and serve all papers in support of the application for final approval of the Agreement, and/or in response to any valid and timely objections;

i. Schedule the Final Approval Hearing on a date ordered by the Court, to be provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Agreement should be approved as fair, reasonable, and adequate, and to determine whether an order granting final approval to the Agreement, and a Judgment, should be entered dismissing the Action against the Released Parties with prejudice, except as to such persons who have timely and properly excluded themselves from the Settlement Class;

j. Provide that all Settlement Class members will be bound by the order granting final approval to the Agreement and Judgment, except such persons who have timely and properly excluded themselves from the Settlement Class;

k. Subject the Settlement Fund to the continuing jurisdiction of the Court; and

l. Pending Final Approval, stay all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Agreement and the Preliminary Approval Order.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

70. If the court enters the Preliminary Approval and the Agreement has not otherwise been terminated, then, after the Notice Plan is implemented, after expiration of the time for members of the Settlement Class to timely and properly exclude themselves from the Settlement Agreement or to file an objection, and in accordance with the schedule set by the Court, Class Counsel shall submit to the Court a motion for final approval of the Agreement and entry of the Judgment as to the Released Parties.

71. The order granting final approval of the Agreement, a proposed form of which Class Counsel shall submit along with the reply papers in support of the motion for final approval of the Agreement (after Defendants approve such proposed form), shall:

a. Grant final approval to the Agreement as fair, adequate, and reasonable to Settlement Class members, and direct the execution of the Agreement pursuant to its terms and conditions;

b. Determine that the Notice Plan was carried out in compliance with the Court's Preliminary Approval Order, and in full satisfaction of all applicable legal requirements;

c. Dismiss the Action with prejudice as to the Released Parties, and except as expressly provided for in this Agreement, without costs, in favor of Defendants and against all Settlement Class Members;

d. Declare that the Named Plaintiffs and each and every one of the Settlement Class members unconditionally, fully, and finally releases and forever discharges each of the Released Parties from the Released Claims; and

e. Reserve to the Court exclusive personal and subject-matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Agreement and the Judgment.

72. The Judgment in favor of the Released Parties shall be submitted along with the motion for final approval of the Settlement Agreement, and shall be substantially consistent with the proposed Judgment attached as **Exhibit E** herein.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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VI. MOTION FOR FEE AND EXPENSE AWARD

73. At the time set by the Court in the Preliminary Approval Order, but no later than 21 days before the Objection Deadline, Class Counsel may apply for approval by the Court of a Fee and Expense Award, and Service Awards, to be paid from the Gross Settlement Fund. The attorneys' fees for which Class Counsel may apply shall not exceed one third (33 1/3%) of the Gross Settlement Fund. Defendant shall not object or otherwise contest Class Counsel's application for fees if those requested fees are no more than one third of the Gross Settlement Fund. Presuming the case resolves on entry of the Final Order, this award will cover all work performed and all fees and costs incurred to date as well as all work to be performed and all fees and costs to be incurred in the future in connection with the Court's approval and the administration of the Settlement.

74. Within 10 days after the Court has ruled on Class Counsel's application for a Fee and Expense Award, the Settlement Administrator shall pay from the Gross Settlement Fund any Fee and Expense Award approved by the Court into an interest-bearing trust account maintained by Class Counsel. In the event the Final Date does not occur, Class Counsel agree to repay the full Fee and Expense Award, plus interest at the rate earned by the Gross Settlement Fund, less any administrative expenses paid to date, to Defendants, within 14 days of Class Counsel's receiving written notice that Defendants are terminating the Agreement because the Final Date did not occur. Defendants shall have responsibility for the payment of any Taxes due on interest repaid.

75. Class Counsel, and any other attorneys who are allocated any portion of the Fee and Expense Award, agree, as a condition of receiving payment of any portion of the Fee and Expense Award, that they are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this **Section VI**. If Class Counsel fail to repay any portion of the Fee and Expense Award as required by this **Section VI**, the Court shall, upon application by Defendants and notice

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
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to Class Counsel, issue such orders as appropriate to compel compliance by Class Counsel and any other attorneys, and shall, if circumstances warrant, award reasonable attorneys' fees and expenses incurred by Defendants in connection with enforcement of the provisions of this **Section VI**.

76. Class Counsel shall have the sole and absolute discretion to allocate the Fee and Expense Award amongst Class Counsel and any other attorneys or agents. Defendants shall have no liability or other responsibility for allocation of any Fee and Expense Award.

77. The Settling Parties agree that the Court has the authority under this Agreement to issue Service Awards, and that decision whether or not to award such payment, and the amount of payment, rests in the exclusive discretion of the Court. Any Service Awards approved by the Court shall be paid from the Gross Settlement Fund within 10 days after the Final Date occurs.

78. The Parties agree that the effectiveness of this Settlement Agreement is not contingent upon the Court's approval of the payment of any attorneys' fees, attorneys' costs, or incentive awards. If the Court declines to approve, in whole or in part, an application of attorneys' fees, attorneys' costs, or incentive awards, all remaining provisions in this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, limited to the payment of attorneys' fees, attorneys' costs, or incentive awards, or the amount thereof, shall be grounds for cancellation or termination of this Settlement Agreement.

VII. NOTICE AND SETTLEMENT ADMINISTRATION

79. As soon as practicable after the Gross Settlement Fund is deposited in the Escrow Account, the Settlement Administrator will be paid out of the Gross Settlement Fund an amount sufficient to cover the cost of the Notice Plan ("Initial Notice Payment'), as invoiced by the Settlement Administrator. This deadline for payment of the Initial Notice Payment may be extended by consent of the Settling Parties and the Settlement Administrator.

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80. After payment of the Initial Notice Payment, all subsequent amounts for Notice and Administration Costs (as invoiced by the Settlement Administrator or Escrow Agent and approved by Class Counsel) shall be paid out of the Gross Settlement Fund within 30 days after the submission of an invoice by the Settlement Administrator or Escrow Agent or the Settlement Master (Fouad Kurdi). This deadline may be extended by consent of the Settling Parties and, as applicable, the Settlement Administrator or Escrow Agent.

81. The Settlement Administrator will execute an HIPAA-Compliant confidentiality and non-disclosure agreement with Defendants and Class Counsel and will utilize best efforts to ensure that any information provided to it by Settlement Class members, or for the benefit of Settlement Class members, will be kept confidential and secure, and used solely for the purpose of effecting this Settlement.

82. At or before the time Class Counsel submits this Agreement to the Court for preliminary approval, Defendants shall provide the Settlement Administrator with the most current information it possesses regarding Settlement Class members' last known physical addresses and any other similar contact information.

83. In fulfilling its responsibility to provide notice to Settlement Class members, the Settlement Administrator shall be responsible for, without limitation, consulting on and designing the Short Form Notice and Long Form Notice to the Settlement Class, although Notices shall be substantially consistent with the Notices attached as Exhibits C and D.

84. The Settlement Administrator shall complete dissemination of the Short Form Notice to the Settlement Class Members by 30 days after entry of the Preliminary Approval Order.

85. A copy of the Agreement and exhibits thereto, the Motion for Preliminary Approval, the Motion for Fee and Expense Award, the Motion for Final Approval, and Court Orders pertaining to the Settlement shall be posted and available for download on the Settlement

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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Website maintained by the Settlement Administrator. The information shall remain on the Settlement Website until distribution of all settlement benefits is substantially completed.

86. The Settlement Administrator will periodically provide information to Class Counsel and Defendant regarding objections and requests to be excluded from the Settlement Class. By the business day preceding the day on which the reply papers in support of the Motion for Final Approval of the Settlement are due, the Settlement Administrator shall inform Class Counsel and Defendant of the total number of objections to and requests to be excluded from the Settlement Class (both timely and valid, and untimely or otherwise invalid).

87. Escrow Account: The Settlement Administrator shall create, establish, and maintain the Settlement Fund as a Qualified Settlement Fund in accordance with 26 U.S.C. § 468b and its regulations, subject to the continuing jurisdiction of the Court.

88. The Settlement Master shall also be responsible for

a. Facilitating and Structuring Negotiations:

i. Managing Negotiations: Organizing and conducting in-person or virtual settlement negotiations with opposing counsel and parties;

ii. Constructing Procedures: Establishing a framework for negotiation, including setting timelines for information exchange, identifying needed data, and requiring the production of necessary documentation;

iii. Issuing Recommendations: Making findings of fact and recommendations to the court on issues related to the settlement, such as proposed plans of allocation;

iv. Enforcing Deadlines: Establishing and enforcing deadlines for various stages of the settlement process.

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3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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b. Final oversight of Allocation Plan implementation:

i. Adjudicating Individual Claims: Designing and managing the matrix to evaluate, approve, or deny claims made by class members where necessary;

ii. Handling Disputes: Adjudicating settlement-related motions, such as disputes over individual award calculations.

89. Subject to the Court's approval, Administrative Expenses associated with the Settlement Master's duties, including, but not limited to, the Settlement Master's fees and costs, are an Administrative Expense and will be paid exclusively from the Gross Settlement Fund. Other than tier determinations, all decisions of the Settlement Master may be subject to review and approval of the Court at the request of the Parties, either collectively or individually.

90. Provided that Defendants separately pays for this service, the Settlement Administrator will send any notices required by the Class Action Fairness Act ("CAFA"). Defendants will otherwise be responsible for sending any CAFA notices.

VIII. PLAN OF ALLOCATION

91. The Plan of Allocation is set forth in **Exhibit F** to this Agreement but is not incorporated by reference herein. Defendants shall have no liability or other responsibility for the Plan of Allocation.

92. This is a Common-Fund Settlement. There will be no reversion of the Settlement Fund to Defendants upon the occurrence of the Final Date.

93. The Plan of Allocation is a matter separate and apart from the proposed Agreement and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Agreement. The Plan of Allocation is not a necessary term of this Agreement, and it is not a condition of this Agreement that any particular plan of allocation be approved by the Court. Any order relating solely to the allocation of the Net Settlement Fund

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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among Named Plaintiffs and Settlement Class members or any request for further judicial review from any order relating solely thereto or reversal or modification thereof shall not operate to terminate the Agreement.

IX. OPT-OUTS

94. Any persons wishing to exclude themselves from the Agreement must submit a Request to Opt-Out to the Settlement Administrator that shall be postmarked no later than the Opt-Out Deadline.

95. A Request to Opt-Out must (i) identify the case name of the Action; (ii) identify the name and current address of the person seeking exclusion from the Settlement Agreement; (iii) be personally signed by the person seeking exclusion; (iv) include a statement clearly indicating the person's intent to be excluded from the Agreement; and (v) request exclusion only for the one person whose personal signature, or whose representative's signature, appears on the Request to Opt-Out.

96. Any person who submits a Request to Opt-Out shall not be a Settlement Class member, and this Agreement and the Judgment shall not bind such person. Each Settlement Class member who does not submit a Request to Opt-Out shall be a Settlement Class member and shall be bound by all terms of this Agreement and the Judgment.

97. Opting out of, and objecting to, this Agreement are mutually exclusive options. Any person who properly opts outs of this Agreement is not a Settlement Class member and lacks standing to object to the Agreement.

98. The Settlement Administrator shall send electronic copies of all Requests to Opt-Out to Class Counsel and counsel for Defendants. A list of the names of persons who have properly opted out under this **Section IX** shall be attached to the Judgment.

FAIN ANDERSON VANDERHOEF
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3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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99. To the extent permitted given ethical obligations and continued adherence to governing Rules of Professional Conduct, Plaintiff's counsel will not personally represent anyone opting out of the class.

X. OBJECTIONS

100. Any Settlement Class member who wishes to object to the Agreement must file the written objection with the Court, and send a copy of the written objection by U.S. mail to Class Counsel and Defendants' Counsel on or before the Objection Deadline, as specified in the Preliminary Approval Order.

101. The written objection must include:

a. the Case Name and Number of the Action;

b. the full name, current mailing address, telephone number, and email address of the objecting Settlement Class member and, if represented by counsel, the name, address, telephone number, and email address of his/her counsel;

c. an explanation of reasons why the Settlement Class member objects or wants the Court to disapprove of the settlement;

d. a statement of whether the objection applies only to the objector, to a specific part of the Settlement Class, or to the Settlement Class as a whole;

e. a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement, along with the caption of each case in which the objector has made such objection;

f. a statement whether the objector has sold or otherwise transferred the right to their recovery in this Action to another person or entity, and, if so, the identity of that person or entity;

g. a statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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h. submission of any and all evidence and supporting papers to be considered by the Court;

i. a statement of whether the objecting Settlement Class member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and

j. the objector's signature.

102. If an objecting Settlement Class member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), these requirements may be excused by the Court upon a showing of good cause.

103. Any Settlement Class member who fails to substantially comply with the requirements of this Agreement governing objections shall be deemed to have waived any such objection, shall not be permitted to object to any terms or to approval of the Agreement at the Final Approval Hearing, and shall be precluded from seeking any review of the Agreement, the terms of this Agreement and the Fee and Expense Award by appeal or any other means.

XI. MODIFICATION OF TERMINATION OF SETTLEMENT AND RESERVATION OF RIGHTS

104. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest and approval of the Court; provided, however, that, after entry of the order granting final approval of the Agreement and the Judgment, the Settling Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents without further approval by the Court if such changes are consistent with the Court's order of final approval and the Judgment and do not materially alter, reduce, or limit the rights of Settlement Class members under this Agreement.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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105. Defendants shall have the right, in their sole discretion, to terminate this Agreement if more than a pre-determined number of Settlement Class members timely and validly submit Requests to Opt-Out (the "Opt-Out Threshold"). The Opt-Out Threshold is set forth in a separate Confidential Agreement Regarding Opt-Outs executed by the Parties.

The Confidential Agreement Regarding Opt-Outs may be submitted to the Court for *in camera* review and shall not be filed publically except as required by law or Court order.

Defendants may exercise their right to terminate by providing written notice to Class Counsel and the Settlement Administrator within 10 days following the date on which the Settlement Administrator informs Defendants and Class Counsel of the total number of Settlement Class members who have submitted timely and valid Requests to Opt-Out.

In the event Defendants exercise their right to terminate this Agreement: (a) this Agreement shall be null and void and of no further force or effect; (b) all settlement-related proceeds shall be vacated except that Defendants shall be responsible for the Notice and Administration Costs actually incurred by the Settlement Administrator and Escrow Agent as of the date of their termination of the Agreement; (c) the Parties shall revert to their respective positions as if this Settlement Agreement had never been negotiated or executed; and (d) no term or draft of this Agreement, nor any settlement-related communications, shall be admissible in any proceeding for any purpose, except as may be necessary to enforce this termination.

The Opt-Out Threshold shall be maintained as confidential and shall not be disclosed to the Court or the Class unless required by law or court order.

106. If this Agreement is not approved by the Court or the Agreement is terminated or fails to become Final in accordance with the terms of this Agreement, the Parties will be restored to their respective positions in the Action as of January 16, 2026. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Parties and will not be used in this Action or in any other proceeding for any purpose, and any judgment or

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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order entered by the Court in accordance with the terms of this Agreement will be treated as vacated.

107. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Fee and Expense Award. If the Court declines to approve, in whole or in part, an application for a Fee and Expense Award, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, solely concerning the payment of a Fee and Expense Award, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

XII. TAX MATTERS

108. Each Settlement Class Member and their tax advisors, if any, shall be solely responsible for determining the tax consequences of any payment received under this Agreement. The Released Parties and their counsel shall have no liability or responsibility for any taxes, tax expenses, or tax-related reporting or compliance with respect to the Escrow Account, the Settlement Fund or any other matter contemplated by this Agreement. Without limiting the generality of the preceding sentence, (i) all material taxes and tax expenses shall be paid solely out of the Gross Settlement Fund and (ii) all material taxes and tax expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent, as instructed by the Settlement Administrator, out of the Gross Settlement Fund without the need for any further authorization (including an order from the Court).

109. The Settlement Administrator shall comply with all legal requirements regarding tax withholding, tax reporting, and tax compliance (including filing all tax returns and other returns). Class Counsel shall provide such assistance as the Settlement Administrator reasonably requests to enable the Settlement Administrator to comply with the preceding sentence. All returns filed by the Settlement Administrator shall be consistent with this **Section XII**.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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110. Notwithstanding anything in this Agreement or the Escrow Agreement to the contrary, the Settlement Administrator is hereby authorized and instructed to deduct and/or withhold from distribution to Settlement Class members any (i) taxes required to be deducted or withheld by law (including under Treas. Reg. §1.468B-2(l)(2), if applicable) and (ii) any funds necessary to pay taxes or tax expenses (including the establishment of adequate reserves for any taxes and tax expenses). Any amount deducted or withheld in accordance with this Paragraph shall be treated as having been paid to the person in respect of whom such deduction or withholding was made.

111. The Parties agree to treat the Escrow Account at all times as a qualified settlement fund for U.S. federal income tax purposes within the meaning of Treas. Reg. §§ 1.468B-1 through 1.468B-5. The Parties, the Settlement Administrator, and the Escrow Agent shall, and shall cause their affiliates to, take any action reasonably necessary to ensure the Escrow Account satisfies the requirements of Treas. Reg. §§ 1.468B-1 through 1.468B-5 (including the requirement to ensure that economic performance occurs at the time of the transfer to the Escrow Account pursuant to Treas. Reg. § 1.468B-3(c)). The Settlement Administrator shall be, and hereby is, appointed the "administrator" within the meaning of Treas. Reg. § 1.468B-2(k)(3). If the Settlement Administrator cannot or will not serve as the administrator in accordance with the preceding sentence, the administrator shall be such other professional settlement administrator firm as the Parties shall reasonably select.

112. The Parties agree to cooperate with the Settlement Administrator (and any person other than the Settlement Administrator that serves as the administrator of the qualified settlement fund as described in **Paragraphs 54 - 64**), the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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XIII. MISCELLANEOUS

112. When a period of time in this Agreement is stated in days, the period is computed by excluding the day of the event that triggers the period; counting every day, including intermediate Saturdays, Sundays, and legal holidays; and including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

113. When a period of time in this Agreement is stated in "business days," however, the period is computed by excluding the day of the event that triggers the period; counting every day that is not a Saturday, Sunday, or legal holiday; and including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

114. The Settling Parties agree to cooperate in good faith and use their best efforts to effectuate all their respective obligations under the Agreement, including obtaining preliminary and final settlement approval, and all steps that may be necessary to reach the Final Date, and to do so as quickly and efficiently as practicable. If the Settling Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provision that may become necessary to effectuate the terms of the settlement embodied in the Agreement, the Settling Parties shall engage the Settlement Master and mediate the disagreement. The Settling Parties shall not seek the Court's intervention until they have exhausted the mediation process.

115. This Agreement is made in compromise of a dispute and disputed claims. Regardless of whether the Court approves this Agreement, neither this Agreement nor anything that any of the Parties stated or did during the negotiation of this Agreement will be construed or used in any manner as an admission of liability or evidence of any person's fault, liability or wrongdoing. Notwithstanding the foregoing restrictions in this Paragraph, Defendants may file

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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this Agreement and the Judgment (if and when such Judgment is entered) in any action that may be or has been brought against it in order to support a defense, counterclaim or crossclaim.

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

To the Named Plaintiffs and the Settlement Class:

William A. Gilbert, WSBA #30592
Beth M. Bollinger, WSBA #26645
Ashley A. Richards, WSBA #33047
Gilbert Law Firm, P.S.
421 W. Riverside, Suite 1400
Spokane, WA 99201

Terrance G. Reed, *pro hac vice*
Lankford & Reed, PLLC
120 N. St. Asaph St.
Alexandria, VA 22314

To MultiCare Defendants:

Eric A. Norman, WSBA #37814
Michelle Hyer, WSBA #32724
FAVROS Law
3131 Elliott Avenue, Suite 300
Seattle, WA 98121

Samuel C. Thilo, WSBA #43221
Evans Craven & Lackie
818 W. Riverside Ave., Suite 250
Spokane, WA 99201

To Dreyer Defendants:

Ryan Beaudoin, WSBA #30598
Jeffrey R. Galloway, WSBA #44059
Witherspoon, Brajcich McPhee PLLC
601 W. Main Ave., Ste. 1400
Spokane, WA 99201

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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117. All of the Exhibits to this Agreement, with the exception of the Plan of Allocation, are an integral part of the Agreement and incorporated by reference as though fully set forth herein.

118. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe, contradict, or clarify this Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed. This Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the terms and conditions of this Agreement will control over any other written or oral agreements.

119. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

120. The Parties agree that the amount paid and the other terms of this Agreement were negotiated at arm's length and in good faith, including in connection with mediations conducted by a professional mediator, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

121. This Agreement was jointly drafted by the Parties. Named Plaintiffs, Settlement Class members, and Defendants shall not be deemed to be the drafters of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction.

122. The Parties have relied upon the advice and representation of counsel selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

123. Except as otherwise provided herein, each Party shall bear its own costs.

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3131 Elliott Avenue, Suite 300
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124. Named Plaintiffs represent and warrant that they have not assigned, transferred, or otherwise disposed of any claim or right or interest therein as against the Released Parties to any other person or party and that they are fully entitled to release the same.

125. Each counsel or other person executing this Agreement, any of its exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

126. The following constitutes highly confidential information of Defendants and its patients: the names, addresses, social security numbers, medical records, medical imaging, medical billings, and other protected health information of its patients that can identify patients with health data. Confidential Information is meant to include any information that would be privileged and protected under the Health Insurance Portability and Accountability Act of 1996, the Uniform Health Care Information Act under RCW 70.02 and the My Health My Data Act (HB 1155).

The confidentiality of all Confidential Information shall be protected from disclosure by Class Counsel to any persons other than MultiCare Health System's counsel, clerical/administrative personnel employed by MultiCare Health System, Class Counsel, and clerical/administrative personnel employed by Class Counsel, the Settlement Administrator, agents of the Settlement Administrator (in this case, the Settlement Master and the panel of neurosurgery spine experts) and clerical/administrative personnel employed by the Settlement Administrator, and such other Persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Confidential Information.

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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127. The Settling Parties mutually agree, from and after the Effective Date, not to make any statements to the media or in any public forum, orally or in writing, about this Action, or the Settlement, other than statements which are fully consistent with this Settlement Agreement, the Notice to the Settlement Class, information already made public, or the Named Plaintiffs' personal experiences. The Parties agree not to disparage each other in conjunction with any description of the conduct at issue in this claim. Any communications to the public or the media made by or on behalf of the Parties regarding the settlement will be made in good faith and will be consistent with the Parties' agreement to take all actions reasonably necessary for preliminary and final approval of the settlement. Any information contained in such communications will be balanced, fair, accurate and consistent with the content of this Settlement Agreement and the Notice to the Settlement Class. For purposes of this paragraph, the term "disparagement" means "a false and injurious statement that discredits or detracts from the reputation of another's property, product or business" Black's Law Dictionary 538 (9th ed. 2009). Nothing in this Paragraph shall preclude the parties from truthfully responding to a subpoena or a legitimate inquiry from government enforcement agency, law enforcement official, court, or any federal, state, or local government agency.

128. Neither the Settlement Administrator, Settlement Master, Escrow Agent, nor Class Counsel shall have authority to bind Defendants or alter Defendants' obligations under this Agreement absent Defendants' written consent or Court order.

129. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any conflict of laws principles that would result in applying the substantive law of a jurisdiction other than the State of Washington.

130. This Settlement will be binding upon and inure to the benefit of the parties hereto and to Class Members, and their respective marital communities (if any), bankruptcy or other estates (if any), heirs, trustees, executors, administrators, successors, and assigns. This clause

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
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expressly provides that all obligations (funding, cooperation, HIPAA compliance, provision of Class Lists, etc.) run to and are binding on any successors or assigns of the Defendants, and confirms that all such successors are included in the definition of "Released Parties" (¶ 41), and in the event of a transfer or other complication in funding the settlement or otherwise honoring it, these successors must honor the settlement.

131. Bankruptcy / Insolvency Protections

a. The settlement is intended to be treated as a fully executed, court-approved compromise of disputed claims under applicable bankruptcy standards.

b. This clause expressly acknowledges notice of, and compliance with 11 U.S.C.§ 363 and § 547/548.

132. CLASS MEMBER SIGNATORIES: It is agreed that because the members of the Class are numerous, it is impossible or impractical for each member of the Class to execute this Settlement. The Short Form Notice (attached as Exhibit C hereto) will advise the Class of the binding nature of the release, and the releases contained herein will have the same force and effect as if this Settlement was executed by each member of the Class .

133. COUNTERPARTS: This Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original and, when taken together with other signed counterparts, will constitute one Settlement Agreement binding upon and effective as to all Parties and members of the Class.

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FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement between the Class Representatives, on behalf of the Class, and Defendants as of the date(s) set forth below:

Class Representative, on behalf of themselves and the Class:

See Attached
RAYMOND SUMERLIN JR. Date: _____

See Attached
MARYANN SUMERLIN Date: _____

Maria Emerson
Guardian of
MARTIN WHITNEY Date: 9/23/26

See Attached
SHERRYL WHITNEY Date: _____

Vashon Coe
VASHON COE Date: 9/23/26

Rachelle Lloyd
RACHELLE LLOYD Date: 9/23/26

_____
JASON A. DREYER, D.O. Date: _____

_____
LAURA DREYER Date: _____

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement between the Class Representatives, on behalf of the Class, and Defendants as of the date(s) set forth below:

Class Representative, on behalf of themselves and the Class:

RAYMOND SUMERLIN JR. Date: 9/23/26

MARYANN SUMERLIN Date: 9/23/26

MARTIN WHITNEY Date: _____

SHERRYL WHITNEY Date: _____

VASHON COE Date: _____

RACHELLE LLOYD Date: _____

JASON A. DREYER, D.O. Date: _____

LAURA DREYER Date: _____

FAIN ANDERSON VANDERHOEF
ROSENDAHL O'HALLORAN SPILLANE, PLLC
3131 Elliott Avenue, Suite 300
Seattle, WA 98104
p. 206-749-0094 · f. 206-749-0194

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement between the Class Representatives, on behalf of the Class, and Defendants as of the date(s) set forth below:

Class Representative, on behalf of themselves and the Class:

RAYMOND SUMERLIN JR. Date: _____

MARYANN SUMERLIN Date: _____

MARTIN WHITNEY Date: _____

SHERRYL WHITNEY Date: 9/23/26

VASHON COE Date: _____

RACHELLE LLOYD Date: _____

JASON A. DREYER, D.O. Date: _____

LAURA DREYER Date: _____

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RACHELLE LLOYD Date: _____

JASON A. DREYER, D.O. Date: 09/23/2026

LAURA DREYER Date: 09/23/2026

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All MultiCare Defendants:

By: Martha E. Raymond Date: 9/24/2026

Name: Martha E. Raymond

Title: VP, System Risk Officer

Physicians Insurance A Mutual Company (as Payor for Dreyer Defendants)

By: _____ Date: _____

Name: _____

Title: _____

Reviewed and Approved by Counsel:

GILBERT LAW FIRM, P.S., Class Counsel, on behalf of the Named Plaintiffs and Settlement Class:	FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC, on behalf of Defendant MultiCare Health System, Inc.:
By _____ William A. Gilbert, WSBA # 30592 Beth M. Bollinger, WSBA #26645 Ashley A. Richards, WSBA#33047 421 W. Riverside, Suite 1400 Spokane, WA 99201 bill@wagilbert.com beth@wagilbert.com By _____ Terrance G. Reed, *pro hac vice* Lankford & Reed, PLLC 120 N. St. Asaph St. Alexandria, VA 22314 tgreed@lrfirm.net	By _____ Eric A. Norman, WSBA #37814 3131 Elliott Avenue Suite 300 Seattle, Washington 98121 eric@favros.com

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All MultiCare Defendants:

By: _____ Date: _____
Name: _____
Title: _____

Physicians Insurance A Mutual Company (as Payor for Dreyer Defendants)

By: DocuSigned by: kari Adams 3939CB87097D4D9... Date: 23-09-26 | 15:23 PDT

Name: Kari Adams

Title: Senior Vice President, Claims

Reviewed and Approved by Counsel:

GILBERT LAW FIRM, P.S., Class Counsel, on behalf of the Named Plaintiffs and Settlement Class:	FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC, on behalf of Defendant MultiCare Health System, Inc.:
By _____ William A. Gilbert, WSBA # 30592 Beth M. Bollinger, WSBA #26645 Ashley A. Richards, WSBA#33047 421 W. Riverside, Suite 1400 Spokane, WA 99201 bill@wagilbert.com beth@wagilbert.com By _____ Terrance G. Reed, *pro hac vice* Lankford & Reed, PLLC 120 N. St. Asaph St. Alexandria, VA 22314 tgreed@lrfirm.net	By _____ Eric A. Norman, WSBA #37814 3131 Elliott Avenue Suite 300 Seattle, Washington 98121 eric@favros.com

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All MultiCare Defendants:

By: _____ Date: _____
Name: _____
Title: _____

Physicians Insurance A Mutual Company (as Payor for Dreyer Defendants)

By: _____ Date: _____

Name: _____

Title: _____

Reviewed and Approved by Counsel:

GILBERT LAW FIRM, P.S., Class Counsel, on behalf of the Named Plaintiffs and Settlement Class:	FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC, on behalf of Defendant MultiCare Health System, Inc.:
By _____ William A. Gilbert, WSBA # 30592 Beth M. Bollinger, WSBA #26645 Ashley A. Richards, WSBA#33047 421 W. Riverside, Suite 1400 Spokane, WA 99201 bill@wagilbert.com beth@wagilbert.com By _____ Terrance G. Reed, *pro hac vice* Lankford & Reed, PLLC 120 N. St. Asaph St. Alexandria, VA 22314 tgreed@lrfirm.net	By *Eric Norman- Approved* _____ Eric A. Norman, WSBA #37814 3131 Elliott Avenue Suite 300 Seattle, Washington 98121 eric@favros.com

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WITHERSPOON BRAJCICH MCPHEE PLLC, on behalf of Defendants Jason A. Dreyer DO and Laura Dreyer By *Ryan Beaudoin- Approved* Ryan Beaudoin, WSBA #30598 Jeffery R. Galloway, WSBA #44059 Jon T. Burtard, WSBA #62098 Katelyn C. Renfro, WSBA# 62866 601 W. Main Ave., Ste. 1400 Spokane, WA 99201 rbeaudoin@workwith.com jgalloway@workwith.com jburtard@workwith.com jburtard@workwith.com krenfro@workwith.com	KENNEDYS CMK LLP, on behalf of Physicians Insurance A Mutual Company (as Payor for Dreyer Defendants) By *Terri Sutton- Approved* Terri Sutton, WSBA #44842 Katherine Saint Germain WSBA #46447 920 Fifth Avenue, Suite 810 Seattle, WA 98104 Terri.sutton@kennedyslaw.com Katherine.SaintGermain@kennedyslaw.com

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ROSENDAHL O'HALLORAN SPILLANE, PLLC
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FILED

JAN 21 2026

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

SUPERIOR COURT OF WASHINGTON, COUNTY OF SPOKANE

IN THE MATTER OF THE GUARDIANSHIP/CONSERVATORSHIP OF: **MARTIN D. WHITNEY**	CASE NO. 24-4-01448-32 **LETTERS OF GUARDIANSHIP/CONSERVATORSHIP** ***(LTRGDN)*** ***DATE LETTERS EXPIRE: JANUARY 31, 2027***

THESE LETTERS OF GUARDIANSHIP/CONSERVATORSHIP PROVIDE OFFICIAL VERIFICATION OF THE FOLLOWING: On **JUNE 11, 2024** the Court appointed **MARIA EMERSON** to serve as:

☒ Guardian of the **Person** ☒ Full ☐ Limited

☒ Conservator of the **Estate** ☒ Full ☐ Limited

for the above referenced matter.

The Guardian/Conservator has fulfilled all legal requirements to serve, including, but not limited to: Taking and filing the oath; filing any bond consistent with the court's order; filing any blocked account agreement consistent with the court's order; and appointing a resident agent for a nonresident guardian.

The Court, having found the Guardian/Conservator duly qualified, now makes it known **MARIA EMERSON** is authorized as the GUARDIAN/CONSERVATOR for the above-named person designated in the Court's order as referenced above. The next filing and reporting deadline in this matter is on: SEPTEMBER 30, 2026

THESE LETTERS ARE NO LONGER VALID ON JANUARY 31, 2027

These letters can only be renewed by a new court order. If the court grants an extension, new letters will be issued.

This matter is before the Spokane Superior Court, the seal of the Court being affixed hereto on the date affixed below.

Dated: January 21, 2026

TIMOTHY W. FITZGERALD, SPOKANE COUNTY CLERK

By ZOE DORSEY,
Deputy Clerk

State of Washington)
)ss
County of Spokane)

As Clerk of the Superior Court of Spokane County, I certify that this document represents true and correct Letters of Guardianship/Conservatorship in the above entitled case, entered upon the record on the date affixed hereto. These letters remain in full force and effect until the date of the expiration set forth above.

TIMOTHY W. FITZGERALD, SPOKANE COUNTY CLERK

Dated: **January 21, 2026**

By: _____

Deputy Clerk