

THE HONORABLE MICHAEL K. RYAN

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

JOHN DOE, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

VIRGINIA MASON MEDICAL CENTER,  
and VIRGINIA MASON HEALTH SYSTEM,

Defendants.

No. 19-2-26674-1 SEA

**SETTLEMENT AGREEMENT**

## SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by, between and among the following settling parties (collectively, the “Parties”): (i) plaintiff John Doe (the “Class Representative”), individually and on behalf of the Settlement Class, by and through his counsel of record, on the one hand, and (ii) defendants Virginia Mason Medical Center and Virginia Mason Health System (“Defendants” or “Virginia Mason”), by and through their counsel of record, on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and Released Claims, upon and subject to the terms and conditions herein.

### RECITALS

**WHEREAS**, on October 10, 2019, plaintiff<sup>1</sup> filed a complaint against defendant Virginia Mason in the Superior Court of Washington, County of King;

**WHEREAS**, on October 19, 2020, after the resolution of Virginia Mason’s various motions to dismiss, plaintiff filed the operative First Amended Complaint (“Complaint”) against Virginia Mason;

**WHEREAS**, the Complaint alleges that Virginia Mason maintained a web property at [www.VirginiaMason.org](http://www.VirginiaMason.org) and an online patient portal through which it encourages patients to exchange communications to search for a doctor, learn more about their conditions and treatments, access medical records and test results, and make appointments;

**WHEREAS**, the Complaint alleges that without patients’ knowledge, the web properties deployed computer source code to command patient computing devices to transmit data provided

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<sup>1</sup> The original named plaintiff Jane Doe voluntarily withdrew as a class representative on February 29, 2024. Dkt. 308.

by patients to Virginia Mason through the web properties to third parties including, but not limited to, Facebook (Meta Platforms, Inc.) and Google;

**WHEREAS**, the Complaint alleged that Virginia Mason's use of such computer source code on the web properties caused the unauthorized transmission of personally identifiable, non-public medical information, and communications to third parties;

**WHEREAS**, on September 27, 2021, the Court granted plaintiff's motion for class certification;

**WHEREAS**, on November 12, 2021, Virginia Mason filed a motion for discretionary review of the Court's class certification order in the Washington Court of Appeals, and the motion was ultimately denied by the Washington Supreme Court on March 8, 2023;

**WHEREAS**, on August 16, 2023, the Court granted plaintiff's proposed class notice plan;

**WHEREAS**, on June 6, 2024, the Court granted in part and denied in part both plaintiff's motion for partial summary judgment and Virginia Mason's motion for summary judgment;

**WHEREAS**, on August 14, 2024, the Court granted in part, and denied in part, Virginia Mason's motion to decertify class, and modified the class definition as follows: "All Washington residents who are, or were, patients of Virginia Mason Medical Center or Virginia Mason Health System or any of their affiliates between October 10, 2015 and May 18, 2023, and who exchanged communications at [www.virginiamason.org](http://www.virginiamason.org) or the MyVirginiaMason portal";

**WHEREAS**, the parties have extensively litigated the case, including participating in extensive discovery and motion practice;

**WHEREAS**, in December 2023 the parties began to discuss the possibility of resolving the case on a classwide basis;

**WHEREAS**, to further their negotiations, on February 20, 2024, the parties held a mediation with Judge Laura Inveen (ret.) in Seattle, which did not end with a settlement agreement;

**WHEREAS**, the parties continued their settlement discussions through Judge Inveen, and were ultimately successful in reaching a settlement on a classwide basis; and

**WHEREAS**, this Agreement sets forth the complete and final understanding of the Parties regarding the settlement of the civil action captioned *John Doe v. Virginia Mason Medical Center, et al.*, Case No. 19-2-26674-1 SEA, Superior Court of Washington, County of King (the “Litigation”).

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by, between and among the Class Representative, individually and on behalf of the Settlement Class, Class Counsel and Virginia Mason that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally, fully and forever compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

**I. DEFINITIONS.**

As used anywhere in the Settlement Agreement, including the recitals, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

- 1.2 “Attorneys’ Fees and Expenses” means the attorneys’ fees, costs, and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Litigation on behalf of Class Members.
- 1.3 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.
- 1.4 “Claims Administration Cost” means all actual costs associated with or arising from Claims Administration.
- 1.5 “Claims Deadline” shall be ninety (90) days after the Notice Date.
- 1.6 “Claim Form(s)” means the form(s) that will be available for Settlement Class Members to submit a Settlement Claim to the Settlement Administrator, substantially in the form as shown in Exhibit C to this Settlement Agreement. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.
- 1.7 “Class Counsel” shall mean Jason ‘Jay’ Barnes and Eric Johnson of Simmons Hanly Conroy LLC, Beth Terrell of Terrell Marshall Law Group PLLC, Steve Gorny of the Gorny Law Firm LLC, and Jeffrey Koncius of Kiesel Law LLP.
- 1.8 “Class Representative,” “Plaintiff” or “Named Plaintiff” means named plaintiff John Doe. John Doe is a pseudonym for a real person whose identity has been disclosed to Virginia Mason and the Court in the Litigation under seal.
- 1.9 “Defendants’ Counsel” shall mean Paul Karlsgodt, Elizabeth Scully, Alexander Vitruk, and Logan Peppin of Baker & Hostetler LLP.
- 1.10 “Effective Date” shall mean the date when the Settlement Agreement becomes Final.

- 1.11 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment; and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award made in this case shall not affect whether the Judgment is “Final” or any other aspect of the Judgment.
- 1.12 “Final Approval Hearing” means the hearing at which the Court will determine whether to approve the proposed Settlement, including determining whether the settlement benefits, Attorneys’ Fees and Expenses, and Claims Administration Costs are fair, reasonable, and adequate.
- 1.13 “Judgment” means a final Judgment rendered by the Court under Wash. Sup. Ct. Civ. R. 54.
- 1.14 “Long-Form Notice” means the long-form notice of settlement to be posted on the Settlement Website, substantially in the form of Exhibit A.
- 1.15 “Non-reversionary Settlement Fund” is defined in paragraph 2.1.
- 1.16 “Objection Date” means the date by which Settlement Class Members must file with the Court any objections to the Settlement. The Objection Date shall be sixty (60) days after the Notice Date.

- 1.17 “Opt-Out Date” means the date by which Settlement Class Members must request to be excluded from the Settlement Class for that request to be effective. The Opt-Out Date shall be sixty (60) days after the Notice Date.
- 1.18 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.
- 1.19 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Parties’ proposed form of Preliminary Approval Order is attached to this Agreement as Exhibit D.
- 1.20 “Related Entities” means Virginia Mason’s past or present parent, subsidiary, affiliate, division, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of these entities’ respective predecessors, successors, directors, managers, officers, employees, members, principals, agents, attorneys, insurers, and reinsurers, and includes Virginia Mason Franciscan Health.
- 1.21 “Released Claims” shall mean all claims to be released as set forth in section 7.2 of this Settlement Agreement.
- 1.22 “Released Persons” means Virginia Mason and all of Virginia Mason’s Related Entities.
- 1.23 “Settlement Account” is defined in paragraph 2.8.

- 1.24 “Settlement Administrator” means Eisner Advisory Group LLC or other qualified vendor agreed to by the Parties and approved by the Court.
- 1.25 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.
- 1.26 “Settlement Class” means: “All Washington residents who are, or were, patients of Virginia Mason Medical Center or Virginia Mason Health System or any of their affiliates between October 10, 2015 and May 18, 2023, and who exchanged communications at [www.viriniamason.org](http://www.viriniamason.org) or the MyVirginiaMason portal.” The Settlement Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Settlement Class, and (ii) the Judge assigned to evaluate the fairness of this settlement. The Settlement Class consists of two subclasses<sup>2</sup>:
- a. **“Patient Portal Subclass”** means Settlement Class members who logged into the MyVirginiaMason patient portal between October 10, 2015 and May 18, 2023 (the “Class Period”).
  - b. **“Public Website Subclass”** means Settlement Class Members who did not log into the MyVirginiaMason patient portal during the Class Period but who provide a self-attestation on the Claim Form that they used Virginia Mason’s public website, [www.VirginiaMason.org](http://www.VirginiaMason.org), during the Class Period to view or search for medical-related information.

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<sup>2</sup> The Patient Portal Subclass is believed to consist of approximately 348,000 members. The size of the Public Website Subclass is unknown, but there are believed to be no more than approximately 415,601 patients who could potentially fall into this subclass.



- 1.27 “Settlement Class Member” means any individual who is part of the Settlement Class, including the Class Representative.
- 1.28 “Settlement Funds” means all amounts to be paid by Virginia Mason to fund claims, administrative costs, attorneys’ fees and expenses, and a service award approved by the Court.
- 1.29 “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Short-Form Notice, the Long-Form Notice, the Claim Form, and the motion for attorneys’ fees and costs, among other things as agreed upon by the Parties and approved by the Court as required.
- 1.30 “Short-Form Notice” means the short-form notice of this proposed class action Settlement, substantially in the form as shown in Exhibit B to this Settlement Agreement. The Short-Form Notice will direct recipients to the Settlement Website where recipients may view the Long-Form Notice and make a claim for monetary relief. The Short-Form Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date and the date of the Final Approval Hearing.

## II. SETTLEMENT BENEFITS.

- 2.1 **Funds Sufficient to Pay Claims:** Virginia Mason agrees to pay \$3.5 million into a non-reversionary settlement fund (hereinafter, the “Non-Reversionary Settlement Fund”) for the exclusive purpose of paying cash benefits to Settlement Class Members who submit timely claims. In addition, Virginia Mason will agree to pay

an additional amount of up to \$3.25 million to pay any claims that exceed the \$3.5 million Non-Reversionary Settlement Fund.

2.2 **Compensation of Claims:**

- a. **Cash Benefits Available for the Patient Portal Subclass:** This benefit represents compensation for claims associated with alleged web tracking of logins to the MyVirginiaMason patient portal and activity within the patient portal during the Class Period. The amount of the cash benefit under this section shall be \$90 for each claimant, subject to a pro rata adjustment under Sections 2.2(d), 2.2(e), and 2.2(f).
- b. **Cash Benefits Available for the Public Website Subclass:** This benefit represents compensation for claims associated with alleged web tracking of viewing or searching for medical-related information on [www.virginiamason.org](http://www.virginiamason.org). Claimants in the Public Website Subclass shall be required to provide a self-attestation on the Claim Form that they used [www.virginiamason.org](http://www.virginiamason.org) during the Class Period to view or search for medical-related information. The amount of the cash benefit under this section is \$45 for each claimant, subject to a pro rata adjustment under Sections 2.2(d), 2.2(e), and 2.2(f).
- c. **Additional Cash Benefits Available for the Patient Portal Subclass:** This benefit represents compensation for claims by individuals who logged into the MyVirginiaMason patient portal but who also have claims associated with alleged web tracking of viewing or searching for medical-related information on [www.virginiamason.org](http://www.virginiamason.org). Claimants in the Patient Portal Subclass who wish

to claim this additional benefit shall be required to provide attestation on the Claim Form that they used [www.virginiamason.org](http://www.virginiamason.org) during the Class Period to view or search for medical-related information. The amount of the cash benefit under this section is \$45 for each claimant, subject to a pro rata adjustment under Sections 2.2(d), 2.2(e), and 2.2(f).

d. **Pro Rata Upward Adjustment of Claims Totaling Less Than \$3.5 Million:**

If the total amount of claims for benefits under Section 2.2 is less than \$3.5 million, then the per-claimant benefit amount shall be increased pro rata so that 100% of the non-reversionary fund is paid out to claimants while preserving the 2:1 ratio of valuation of benefits under Sections 2.2(a) versus 2.2(b) and 2.2(c).

e. **Payment of Additional Claims Totaling More Than \$3.5 Million But Less Than \$6.75 Million:**

If the total amount of claims for benefits available under Section 2.2 is more than \$3.5 million, additional cash benefits of \$90 per claimant under Section 2.2(a) and \$45 per claimant under Section 2.2(b) and 2.2(c) shall be continued to be paid up to an additional \$3.25 million, for a total of no more than \$6.75 million in cash benefits.

f. **Pro Rata Adjustment of Claims Totaling More Than \$6.75 Million:**

If the total amount of claims for benefits available under Section 2.2 is more than \$6.75 million, then all claims shall be reduced pro rata while preserving the 2:1 ratio of valuation of benefits under Sections 2.2(a) versus 2.2(b) and 2.2(c), to ensure that the total amount paid by Virginia Mason for all claims does not exceed \$6.75 million.

- g. Under no circumstances shall Virginia Mason's liability under this Section 2.2 exceed Six Million, Seven Hundred and Fifty Thousand Dollars and No Cents (\$6,750,000.00).
- h. The Settlement Administrator shall review claims to verify their completeness and validity. In particular, each Short-Form Notice and Email Notice shall contain on the front page an individualized Settlement Claim ID. Electronic claims shall require the submission of a valid Settlement Claim ID. If a claimant does not have a Settlement Claim ID, the claimant shall be prompted to either contact the Claims Administrator for a valid Settlement Claim ID or to submit a paper claim. Paper claims submitted without a Settlement Claim ID shall be subject to verification to ensure that the claimant is a member of the Settlement Class. The Parties shall otherwise agree to a deficiency process and direct the Settlement Administrator to implement it. The Settlement Administrator shall be allowed to communicate freely with the Parties' counsel and will provide monthly reports to the Parties' counsel with the Notice, claims submission, and Claim Payment rates, and any other matters the Parties' counsel may request.
- i. Virginia Mason shall be entitled to contest any Patient Portal Subclass claims for if its records do not reflect that the claimant was actually a member of the Patient Portal class. If Virginia Mason elects to contest any of the Patient Portal Subclass claims on this basis, it shall make available to the Settlement Administrator and Class Counsel, in a secure manner, data supporting its contention that the claimant was not a Patient Portal Subclass member. If any Patient Portal Subclass claims are denied based on this review, the claimant

shall be given an opportunity to cure by providing additional information to the Settlement Administrator substantiating the claimant's status as a member of the Patient Portal Subclass. Upon receipt of any additional information provided by the claimant, the Settlement Administrator shall make a final, binding determination of any Patient Portal Subclass claims contested under this Paragraph.

2.3 **Equitable Relief:** Virginia Mason shall create and maintain a Web Governance Committee to assess the implementation and use of analytics and advertising technologies on [www.virginiamason.org](http://www.virginiamason.org) and the MyVirginiaMason patient portal to evaluate whether such use is consistent with Virginia Mason's mission and applicable law. While continuing to deny liability, Virginia Mason agrees that for two (2) years following final approval of the Settlement, Virginia Mason shall not use Meta Pixel, Google Analytics, Google Ads, Google DoubleClick, TheTradeDesk, or Twitter/X Pixel source code on its Websites unless the Web Governance Committee makes the requisite determination under 45 CFR § 164.514(b)(1) and Virginia Mason makes an affirmative disclosure posted on the a webpage on its Website(s) that the tool(s) is/are being used on the Website(s), by name. For purposes of this Settlement Agreement, the term "Website" shall encompass any web properties operated by Virginia Mason, including <https://www.vmfh.org/>).

2.4 **Business Associate Agreements.** The Parties understand and acknowledge that Virginia Mason may use HIPAA-compliant third-party companies to perform

analytics and de-identifying functions on its Websites, so long as Virginia Mason has a Business Associate Agreement with the third-party.

2.5 **Injunctive Relief Valuation:** The Parties agree this forbearance has value to the Settlement Class. Moreover, Virginia Mason makes this agreement irrespective of whether or not the federal government issues new guidance regarding tracking technologies on health care provider websites under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2.6 **Timing for Payment of Settlement Funds:**

- a. Within 14 days following an order preliminarily approving the Settlement, Virginia Mason will pay an amount requested by the Settlement Administrator to cover the reasonably expected cost of notice and claims administration costs prior to final approval of the settlement.
- b. Within 14 days of the Effective Date, Virginia Mason will pay all remaining amounts due under the Settlement.
- c. The timing set forth in this provision is contingent upon the receipt of a W-9 from Eisner Advisory Group LLC for the Settlement Funds by the date that the Preliminary Approval Order is issued. If Virginia Mason does not receive this information by the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within thirty (30) days after Virginia Mason receives this information.

2.7 **Custody of Settlement Funds:** The Settlement Funds shall be deposited in an appropriate trust account established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as all of the Settlement

Funds are distributed pursuant to this Agreement or returned to those who paid the Settlement Funds in the event this Agreement is voided, terminated or cancelled.

In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representative and Class Counsel shall have no obligation to repay any of the Cost of Claims Administration that have been paid or incurred in accordance with the terms and conditions of this Agreement (see Section 3); (ii) any amounts in the Settlement Funds, including all interest earned on the Settlement Funds net of any taxes, shall be returned to Virginia Mason; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

- 2.8 **Account for Settlement Funds:** The Settlement Funds shall be held in an account (hereinafter the “Settlement Account”) established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Class Counsel and Defendant, and shall be maintained as qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*
- 2.9 **Withdrawal Authorization:** No amounts may be withdrawn from the Settlement Account unless (i) expressly authorized by the Settlement Agreement, or as may be (ii) approved by the Court.
- 2.10 **Class Member Payments:** The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Funds to claimants pursuant to this Agreement.

2.11 **Treasury Regulations and Fund Investment:** The Parties agree that the Settlement Funds are intended to be maintained as qualified settlement funds within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Funds and paying from the Settlement Funds any taxes owed by the Settlement Funds. The Parties agree that the Settlement Funds shall be treated as qualified settlement funds from the earliest date possible and agree to any relation-back election required to treat the Settlement Funds as qualified settlement funds from the earliest date possible. All Settlement Funds held in the Settlement Account shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Settlement Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the payment clearing process. The Settlement Administrator shall provide an accounting of all funds in the Settlement Account, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

2.12 **Taxes:** All taxes owed on the Settlement Funds shall be paid out of the Settlement Funds, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their



respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Funds. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him or her of the receipt of funds from the Settlement Funds pursuant to this Agreement.

2.13 **Limitation of Liability:**

- a. Virginia Mason and its counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design, or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Funds or the filing of any returns. Virginia Mason also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.
- b. The Class Representative and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the

Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Funds; (iii) the formulation, design, or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Funds or the filing of any returns.

### III. SETTLEMENT ADMINISTRATION.

- 3.1 **Cost of Claims Administration:** All agreed upon and reasonable Cost of Claims Administration will be paid by Virginia Mason out of the Settlement Funds.
- 3.2 **Claims Administration Process:** The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Virginia Mason's Counsel, subject to the Court's supervision and direction as circumstances may require.
- 3.3 **Claims Submission:** To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

- 3.4 **Claims Review:** The Settlement Administrator will initially review each Claim Form for validity, timeliness, and completeness. Within 15 days of the deadline for submission of claims, the Settlement Administrator will send deficiency letters to any claimants whose claims are deemed invalid or incomplete. Claimants will be given 30 days to correct deficiencies identified in a deficiency letter. Deficient claims not corrected timely will not be paid. Deficiencies may include, but may not be limited to: 1) unsigned claims; 2) unattested claims; 3) claims made by individuals who cannot be identified as falling within the Settlement Class. Untimely claims will not be paid under any circumstances unless approved by the Court.
- 3.5 **Claims Payments:** Subject to the terms and conditions of this Settlement Agreement, thirty (30) days after the Effective Date, the Settlement Administrator shall provide a digital payment (by PayPal, Venmo, or Zelle) or mail a check (a “Claim Payment”) to each claimant that has submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the distribution amounts for valid claims made set forth in Section 2.2 above. If, due to the need for a pro-rata adjustment, the process for evaluating deficient claims as described in Section 3.4 above makes it infeasible to determine the applicable dollar amounts within the 30-day deadline, the deadline may be extended to accommodate the calculation of valid claim amounts.
- 3.6 **Delivery of Claims Payments:** Each Claim Payment shall be delivered to the digital or physical address provided by the claimant on his or her Claim Form. All Claim Payments issued under this section shall be void if not negotiated within

ninety (90) calendar days of their date of issue and shall contain a legend to that effect. Claim Payments issued pursuant to this section that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

- 3.7 **Undeliverable Claims Payments:** For any Claim Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Payment within thirty (30) days after the payment is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Payment.
- 3.8 **Residual Funds:** No portion of the Non-reversionary Settlement Fund shall revert or be repaid to Virginia Mason after the Effective Date. To the extent it is infeasible to distribute the entirety of the Non-reversionary Settlement Fund to claimants, the parties will confer and seek Court approval of an appropriate cy pres recipient for the remaining funds in the Non-reversionary Settlement Fund. However, any amounts paid by Virginia Mason to Settlement Class Members outside of the Non-reversionary Settlement Fund on a claims-made basis shall revert or be repaid to Virginia Mason, to the extent that there are uncashed checks or other amounts that Settlement Class Members do not claim.
- 3.9 **Third-Party Creditors:** In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise

ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

#### IV. NOTICE TO SETTLEMENT CLASS MEMBERS

- 4.1 **The Notice Program:** The Parties agree the following “Notice Program” provides reasonable notice to the Settlement Class.
- 4.2 **Defendants’ Obligation to the Notice Program:** Virginia Mason has already provided the Settlement Administrator with a list of names and addresses for Settlement Class Members. If requested by the Settlement Administrator to ensure an adequate reach of the Notice Program, Virginia Mason shall make reasonable efforts to supplement or update email or physical address information for Settlement Class Members.
- 4.3 **Notice Timing:** Within thirty (30) days following entry of the Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall send the Short-Form Notice to all Settlement Class Members. The Settlement Administrator shall send a reminder email to any Settlement Class Members (to the extent an email address is available) who have not submitted a Claim Form thirty (30) calendar days before the deadline to file a claim.
- 4.4 **Notice Method:** This notice shall be provided by email to the greatest extent possible, for those Settlement Class Members for whom valid email addresses are readily available. To the extent that an email address is not readily available for a Settlement Class Member, notice shall be provided by USPS regular mail. The Short-Form Notice may be reformatted by the Settlement Administrator for use in email notifications.

- 4.5 **Settlement Website:** No later than thirty (30) days following entry of the Preliminary Approval Order, and prior to the delivery of notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the amended complaint, Short-Form Notice, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant settlement and court documents to be available on the Settlement Website, including the motion for attorneys' fees, costs and service award within 24 hours of it being filed with the Court. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Short-Form Notice.
- 4.6 **Notice Publication Period:** The Settlement Website shall be maintained from the Notice Date until sixty (60) days after the Claims Deadline has passed.
- 4.7 **Affidavit of Compliance:** Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court, an appropriate affidavit or declaration from the Settlement Administrator concerning compliance with the Court-approved Notice Program.
- 4.8. **Post-Distribution Accounting:** Within 21 days of completion of the Settlement Administration Process set forth in Section III, the Settlement Administrator shall provide to Class Counsel, to file with the Court, a Post-Distribution Accounting that includes the total Settlement Funds, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent

and not returned as undeliverable, the number and percentage of Claim Forms submitted, the number of Settlement Class Members who received Claim Payments, the number of claimants who received Claim Payments under section 2(a), 2(b), and 2(c) above and the amount of the Claim Payments, the number and value of checks not cashed, and the amounts distributed to each cy pres recipient.

## V. OPT-OUT PROCEDURES.

- 5.1 **Opt-Out Method:** Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated postal address established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class, which intent shall be determined by the Settlement Administrator. So-called "mass" or "class" opt-outs shall not be allowed. Written notice must be postmarked by the Opt-Out Date to be effective. Settlement Class Members may only opt-out on behalf of themselves; mass or class opt-outs will not be valid.
- 5.2 **Opt-Out Effect:** All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and shall not be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not appropriately request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.
- 5.3 **Opt-Out Reporting:** Commencing one week from the date Notice commences, the Settlement Administrator will notify Defendants' Counsel and Class Counsel regarding the number of potential Settlement Class Members that have elected to

opt-out of the Settlement Class and will continue to provide weekly updates. No later than seven (7) days after the Claims Deadline, the Settlement Administrator shall provide a final report to Class Counsel and Defendants' Counsel that summarizes the number of written notifications of Opt-Outs received to date, and other pertinent information as requested by Class Counsel and Defendants' Counsel.

5.4 In the event that within ten (10) days after the Opt-Out Date, the Settlement Administrator receives more than 500 Opt-Outs from the Settlement, Virginia Mason shall have the right, but not the obligation, to terminate the Settlement Agreement in its entirety. If Virginia Mason voids the Settlement Agreement under this paragraph then, (a) the Parties shall be restored to their respective positions in the Litigation, and the Parties shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the settlement shall have no further force and effect with respect to the Parties, and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated and null and void, *nunc pro tunc*; except (c) Virginia Mason shall be responsible for all Cost of Claims Administration incurred in the event Virginia Mason voids this Settlement Agreement under this paragraph. Virginia Mason must exercise its right to terminate the Settlement pursuant to this Paragraph within ten (10) days after



receiving the list of Opt-Outs and at least three (3) days prior to the Final Approval Hearing, by giving written notice to Class Counsel.

## VI. OBJECTIONS TO THE SETTLEMENT.

- 6.1 **Objection Method:** Any Settlement Class Member who wishes to object to the proposed Settlement Agreement must file with the Court and serve a written objections to the settlement (“Objection(s)”) on the Settlement Administrator, at the address listed in the Short-Form Notice, the Long-Form Notice, and on the Settlement Website.
- 6.2 **Objection Requirements:** Each Objection must include (i) the Settlement Class Member’s full name, current address, telephone number, and email address; (ii) the Settlement Class Member’s original signature; (iii) a statement of the specific basis for the Objection and copies of any documents the Settlement Class Member wishes to submit in support of the Objection; (iv) the identity and telephone number of all counsel representing the Settlement Class Member, if any; and (v) a statement of whether the Settlement Class member intends to appear at the Final Approval Hearing, with or without counsel.
- 6.3 **Objection Deadline:** Objections must be made in writing, and filed with the Court as well as served on the Settlement Administrator by mail no later than sixty (60) days after the Notice Date (the “Objection Date”).
- 6.4 **Objection Response:** Class Counsel and Defendants’ Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

6.5 **Objector Noncompliance:** Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

6.6 **Reciprocity:** Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of Objections, comments, or other documents or filings received from a Settlement Class Member.

## VII. RELEASE.

7.1 **Effect of Release:** Subject to Court approval, as of the Effective Date, Plaintiff and Settlement Class Members shall release, resolve, relinquish, and discharge forever each of the Released Persons from each of the Released Claims as defined in section 7.2.

7.2 **Released Claims:** Released Claims means any and all claims and causes of action, both known and unknown, and including any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, statutory damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been or could have been asserted by any Settlement Class Member against any of the Released Persons in the Litigation, as well as any claims based on the factual predicate in the First Amended Class Action Complaint (Dkt. 93). Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement

Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

7.3 **Covenant Not to Sue:** Plaintiff and Settlement Class Members will be deemed to have agreed not to sue any Released Person with respect to any of the Released Claims and to have agreed to be forever barred from doing so.

7.4 **Inclusion of Fees:** Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for the Service Award to Plaintiff.

#### **VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES, AND SERVICE AWARDS.**

8.1 **Attorney's Fees, Costs, and Expenses:** Class Counsel will ask the Court to approve an attorneys' fee award of no more than \$5,000,000 plus litigation costs not to exceed \$378,601 ("Fee and Cost Award"). Court approval of the full amount of the Fee and Cost Award Class Counsel seeks shall not be a condition precedent to the approval of the Class Settlement as described herein and the Court's denial or reduction of the requested Fee and Cost Award shall not be a basis for Plaintiff or Class Counsel to terminate the Settlement. Any Fee and Cost Award approved by the Court shall be paid by Virginia Mason out of the Settlement Funds. The Fee and Cost Award shall be paid no later than thirty (30) days after the Effective Date.

- 8.2 **Service Award:** Class Counsel shall request the Court to approve a service award of Ten Thousand Dollars (\$10,000) for Named Plaintiff John Doe, which award is intended to recognize Plaintiff for Plaintiff's efforts in the Litigation and commitment on behalf of the Settlement Class ("Service Award"). If approved by the Court, this Service Award will be paid by Virginia Mason no later than thirty (30) days after the Effective Date. For the avoidance of doubt, the Court approved amount for any Service Awards shall be paid by Virginia Mason out of the Settlement Funds. The Parties did not discuss or agree upon payment of a service award until after they agreed on all material terms of relief to the Settlement Class.
- 8.3 **Application Deadline:** Class Counsel will file applications with the Court for the requested Service Award and attorneys' fees, costs, and expenses no later than thirty (30) days prior to the Objection Date. The motion will be posted on the Settlement Website within 24 hours after it is filed.
- 8.4 **Non-Contingent Provision:** The Parties agree that the Court's approval or denial of any request for the Service Award or the Fee and Cost Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the settlement. Any reduction to the Service Award or Fee and Cost Award shall not operate to terminate or cancel this Settlement Agreement.

## **IX. SETTLEMENT APPROVAL PROCESS.**

- 9.1 **Preliminary Approval Order Requirements:** After execution of this Settlement Agreement, Plaintiff shall timely move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Preliminarily finds the proposed settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- c. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of Washington, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;
- d. Appoints the Settlement Administrator;
- e. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- f. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- g. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;
- h. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved by the Court; and
- i. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

- 9.2 **Preliminary Approval Order:** A copy of the proposed Preliminary Approval Order is attached as Exhibit D to this Settlement Agreement.

**X. FINAL APPROVAL HEARING & ORDER.**

- 10.1 **Final Approval Hearing:** The Parties will recommend that the Final Approval Hearing shall be scheduled no fewer than 45 days after the deadline for claim forms (at least 135 days after the Preliminary Approval Order).
- 10.2 **Final Approval Motion:** Plaintiff will file a motion for final approval of the settlement no later than 14 days after the deadline for claim forms.
- 10.3 **Responding to Objections:** The Parties may file a response to any Objections to the Settlement no later than fourteen (14) days prior to the Final Approval Hearing.
- 10.4 **Objector Attendance:** An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must file a notice of appearance in the Litigation no later than ten days before the Final Approval Hearing. The Court shall determine whether a Settlement Class Member's failure to comply with this requirement and the requirements set forth in Section 6 of this Settlement Agreement shall waive and forfeit the right to appear at the Final Approval Hearing or object separately, and shall foreclose the ability to seek review of the Settlement or its terms by appeal or other means.
- 10.5 **Attending Objector Counsel:** If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear

at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

10.6 **Final Approval Order:** The Parties shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

- a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of Washington, the United States Constitution, and any other applicable law;
- b. A finding that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or a finding that all timely objections have been considered and overruled;
- c. Approval of the settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;
- d. A finding that neither the Final Judgment, the settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;

- e. A finding that Plaintiff and Class Counsel have adequately represented the Settlement Class Members;
- f. A finding that Plaintiff and each Settlement Class Member shall be bound to this Settlement Agreement, including the release and covenant not to sue in Section VII;
- g. Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, a dismissal with prejudice of the Litigation;
- h. A reservation of exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Final Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing; and
- i. If and when the Settlement becomes Final, the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

## **XI. TERMINATION OF THIS SETTLEMENT AGREEMENT.**

- 11.1 **Termination Rights:** Each Party shall have the right to terminate this Settlement Agreement if:



- a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to Exhibit D hereto);
- b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from the findings listed in Section 10.6, above);
- c. More than 500 Settlement Class Members opt-out of the Settlement Class;
- d. The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the settlement on the terms set forth herein;
- e. A party, its counsel, or the Settlement Administrator breaches the terms of this Settlement Agreement prior to the Effective Date; or
- f. The Effective Date cannot occur.

11.2 **Termination Notice:** If a Party elects to terminate this Settlement Agreement under this Section XI, that Party must provide written notice to the other Party's counsel, by hand delivery, mail or e-mail within ten (10) days of the occurrence of the condition permitting termination. The specific notice provisions set forth in Section 5.4, above, shall govern how notice must be provided under sections 5.4 and 11.1(c).

11.3 **Effect of Termination or Settlement Non-Occurrence:** If this Settlement Agreement is terminated or disapproved or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval

Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement, except that Virginia Mason will be responsible for all Cost of Claims Administration if it elects to terminate the Settlement Agreement under Paragraph 11.1(c) or Paragraph 5.4 above; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

- 11.4 **Reservation of Rights:** If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, Defendants shall retain all of their rights and defenses in the Litigation, without any qualification whatsoever. For example, Defendants shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

11.5 **Appellate Right:** Nothing shall prevent Plaintiff or Defendants from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

## **XII. MISCELLANEOUS PROVISIONS.**

12.1 **Superseding Agreement:** This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and Settlement Agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

12.2 **Incorporation of Recitals & Exhibits:** The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

12.3 **Best Efforts:** In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all

necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

- 12.4 **Severability**: In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendants or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).
- 12.5 **Successors & Assigns**: This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members.
- 12.6 **Construction Equality**: This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.
- 12.7 **Non-Waiver**: There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No

waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

12.8 **Counterparts:** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

12.9 **Independent Judgment:** Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

12.10 **Authority:** Each signatory below warrants that she, he or it has the requisite authority to execute this Settlement Agreement and bind the Party on whose behalf she, he or it is executing the Settlement Agreement.

***[REMAINDER OF PAGE INTENTIONALLY BLANK]***

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the

Settlement Agreement.

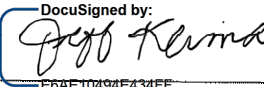
Dated: December 16, 2024

Dated: December 17, 2024

*Defendants Virginia Mason Medical Center and Virginia Mason Health System*

*Plaintiff John Doe*



DocuSigned by:  


By: Ketul J. Patel  
Virginia Mason Franciscan Health  
Chief Executive Officer (CEO)

By:

CommonSpirit Health  
President, Northwest Region

*Approved as to form:*

*Approved as to form:*



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***Class Counsel***