

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Defendant Cascadia Senior Living, LLC (“Defendant”), on behalf of itself as well as Cascadia Payroll Services, LLC, and Cascadia Development, LLC (collectively, the “Company”) and named Plaintiff Tonya Miller (“Plaintiff”), who is acting both individually and in her capacity as the proposed class representative for the proposed settlement class defined herein and in the proposed class action entitled *Tonya Miller v. Cascadia Senior Living, LLC*, Pierce County Superior Court Civil Case No. 23-2-11217-8 (the “Case”).

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiff and the Company (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

III. Investigations and Due Diligence.

The Parties have conducted substantial formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed extensive time records, payroll data, and other information concerning the composition of the Settlement Class and the merits and possible extent of Plaintiff’s claims and the Company’s defenses, as well as financial documents and other information pertaining to the Company’s ability to satisfy any potential alleged damages alleged in the Case; and (c) amply considered and analyzed their respective claims and defenses. Plaintiff has retained an expert to calculate damages based on Defendants’ payroll records.

IV. Settlement Negotiations.

The Parties have engaged in settlement discussions and negotiations between January 2024 and the date of this Agreement; and in connection therewith attended two mediations before mediator Teresa Wakeen, including a mediation on October 24, 2024 during which they outlined the terms of the Settlement. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes are in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. The Company’s Denials of Wrongdoing and Non-Admission of Allegations.

The Company has denied and continues to deny each of the claims and contentions alleged by Plaintiff on her own behalf and on behalf of any members of the proposed class alleged by Plaintiff in the Case. The Company has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action as if it were to proceed through litigation instead of settlement. Furthermore, The Company has expressly denied, and continues to deny,

any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against the Company of any fault, wrongdoing, or liability whatsoever. The Company expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then the Company would have continued to vigorously defend against Plaintiff’s claims, including seeking denial of full or partial class certification and a full defense verdict at trial. The Company agrees to this Settlement solely to avoid the burden and expense of further litigation.

VI. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties’ Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **“Effective Date”** means the date when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court’s anticipated order approving the Settlement, dismissing the case with prejudice, and entering judgment (the “Final Judgment”) becomes final. For purposes of this subsection, the Superior Court’s Final Judgment “becomes final” upon the later of either (a) thirty one (31) days following the Superior Court’s entry of judgment based on an order granting final approval of the Settlement and dismissing the case with prejudice; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. **“Settlement”** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

c. **“Settlement Administrator”** means the settlement administrator mutually agreed upon by the Parties, subject to the Superior Court’s approval.

d. **“Settlement Class Period”** means the period from November 15, 2020, through October 24, 2024.

e. **“Proposed Class”** or **“Proposed Class Members”** means Plaintiff and any other individuals whose payroll and/or timekeeping information the Company previously produced to Plaintiff in this Case, who were employed by Cascadia Senior Living, LLC, Cascadia Payroll Services, LLC, and/or Cascadia Development, LLC as an HCA Trainee, Caregiver, Medication Aide, Medication Technician, Residential Care Coordinator, Lead Medication Aide, Licensed Practical Nurse (LPN), Adult Family Home (AFH) Caregiver, Health Care Coordinator, or Shower Aide in the State of Washington at any time during the Class Period, as well as any individuals who were newly hired into those positions in the State of Washington since the Company’s last disclosures of payroll and/or timekeeping information to Plaintiff.

f. **“Settlement Class”** or **“Settlement Class Members”** means all Proposed Class Members, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court, and shall retain the right to pursue (or not pursue) any alleged individual claim(s) against the Company in a separate action.

g. The **“Notice of Settlement”** means the form attached hereto as **Exhibit A**.

h. The **“Initial Mailing Date”** is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Proposed Class Members.

i. The **“Notice Deadline”** is sixty (60) days after the Initial Mailing Date.

j. **“Class Counsel”** means Rekhi & Wolk, P.S. and Ferraro Vega Employment Lawyers, subject to the Superior Court’s approval.

k. **“Class Fund”** means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Settlement. The Class Fund shall be calculated by subtracting the Court-approved Service Award, Settlement Administration Expenses Award, and Attorney’s Fees and Costs Award from the Gross Settlement Amount.

l. **“Settlement Awards”** means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.

m. **“Service Award”** means the amount the Parties propose be paid to Plaintiff as a service award in recognition of her efforts in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to Plaintiff for her service award shall be **\$7,500.00**.

n. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator for the processing of the Settlement shall be an amount not to exceed \$20,000, unless modified for good cause pursuant to subsequent agreement of the Parties and approved by the Court.

o. **“Attorney’s Fees and Costs Award”** means the amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs in connection with their prosecution and settlement of the Case. The proposed award for attorney’s fees is one-third of the Gross Settlement Amount, or **\$333,333.33**. Plaintiff may move the Court for an award of costs incurred by Class Counsel in an amount not to exceed \$30,000. The proposed amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs are subject to approval by the Superior Court.

p. **“Gross Settlement Amount”** means the maximum gross amount the Company may be required to pay pursuant to this Settlement, which is the sum of **\$1,000,000.00**, excluding any of the Company’s employer-side share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes, and any additional monies due on the Settlement pursuant to the Default provisions in Section VI.10., below. In no event shall the Gross Settlement Amount exceed the foregoing sum.

q. **“Released Claims”** means any claims against the Released Parties, whether known or unknown, asserted or unasserted, that have been or could have been made by any member of the Settlement Class during the Settlement Class Period arising out of or relating to their work for Cascadia Senior Living, LLC, Cascadia Payroll Services, LLC, and/or Cascadia Development, LLC based on: (i) an alleged failure to pay for all hours worked; (ii) alleged missed or non-compliant meal periods; (iii) alleged missed or non-compliant rest breaks; and/or (iv) an alleged failure to pay and/or properly calculate overtime. The Released Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged unpaid hours worked, any missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, any alleged unpaid and/or improperly calculated overtime, and any attendant claims for unpaid wages, overtime payments, premium payments, interest, liquidated damages, exemplary damages, and attorneys’ fees and costs relating to any of the foregoing, all settlement administration costs, and a service award for the Plaintiff. For the sake of clarity, the Released Claims include all claims which are or could have been asserted in the Case based on the facts alleged in the operative Complaint.

r. **“The Released Parties”** as used in this Agreement, and as released through the Releases described in Section VI.2., below, includes the named Defendant in the Case, Cascadia Senior Living, LLC, along with Cascadia Payroll Services, LLC, and Cascadia Development, LLC, together with any of the owners and/or tenants of the facilities at which the Class Members worked for the Company during the Settlement Class Period, as well as each of their respective parents, subsidiaries, and affiliates, and each of their respective past and present directors, officers, agents, shareholders, members, managers, employees, attorneys, insurers, successors, and assigns, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

2. Releases.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiff and all members of the Settlement Class of all Released Claims against all Released Parties.

3. Payment by The Company.

Subject to approval of the Settlement by the Superior Court, the Company agrees to deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) set up by the Settlement Administrator for purposes of processing the Settlement and paying the Service Award, the Settlement Administration Expenses Award, the Attorney’s Fees and Costs Award, and the Settlement Awards. The Company will not be responsible for making any additional payments except as expressly set forth below, whether to the Settlement Class Members, to Plaintiff, to Class Counsel, to the Settlement Administrator, or otherwise (with the exception that the Company agrees to pay its share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes). By funding the Qualified Settlement Fund, the Company will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Settlement Class Members, to Plaintiff, to Class Counsel, to the Settlement Administrator, or otherwise (again with the exception that the Company agrees to pay its share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes).

4. Calculation of Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class Members will be made by Class Counsel based on records that have been or will be submitted to Class Counsel by the Company, which records are presumed to be accurate. The Company has provided or will provide data to Class Counsel reasonably necessary for the calculation of the Settlement Awards in the form of one or more Excel spreadsheets, which shall contain data consistent with that previously provided to Class Counsel, namely complete timeclock data and weekly pay information for each Proposed Class Member during the Settlement Class Period. To the extent not already produced to Class Counsel, the Company shall provide the Excel spreadsheet(s) containing the foregoing data to Class Counsel within 30 days after this Agreement is preliminarily approved by the Superior Court. Any data provided to Class Counsel and/or the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. Class Counsel and the Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law or Court order.

b. The monies from the Class Fund will be allocated to individual Settlement Class Members pro rata based their individual damages during the Settlement Class Period as calculated by Class Counsel. Distributions will be calculated by dividing each Settlement Class Member's damages by the total aggregate damages of all members, and then multiplying this ratio by the portion of the Class Fund allocated to these payments. Adjustments may be made to this calculation to account for the likelihood of success of the various claims asserted.

c. Class Counsel shall provide the Company and the Settlement Administrator with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. The Company shall have ten (10) days after receiving this electronic report to review Class Counsel's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Settlement Administrator. Thereafter, the Parties shall confer within five (5) days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members.

d. **Allocation of Settlement Awards Between Wages and Non-Wages.** Forty percent (40%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Sixty percent (60%) of each Settlement Award will be treated as non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Settlement Class Members.

e. **Separate Payment of Employer-Side Payroll Taxes.** The Company will separately fund the payment of the required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class Members (including, but not limited to, employer's

share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements).

5. Attorney's Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorney's Fees and Costs Award of no more than one-third of the Gross Settlement Amount (i.e., **\$333,333.33**), plus up to an additional \$30,000 for actual litigation costs, subject to Court approval.

6. Service Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiff Tonya Miller shall receive a separate Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff. Subject to approval by the Superior Court, the amount paid to Plaintiff for her service award shall be **\$7,500.00**.

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries made by any member of the Proposed Class, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099-MISC), performing all related tax reporting to taxing authorities and to the Company, and issuing the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel and the Company, which data shall be presumed to be correct. In addition to the data described in Section VI.4., above, the Company shall, within 30 days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Settlement Class: (i) name; (ii) last known address; (iii) last known telephone (if known and reasonably accessible); (iv) last known non-work email address (if known and reasonably accessible); and (v) social security number. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential, and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law, or Court order.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class Member). Each Proposed Class Member who does

not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide the Company and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely Exclusion Letter in conformity with this Agreement; (2) an electronic report setting forth the names and identities of all Proposed Class Members who did not submit a valid and timely letter requesting exclusion in conformity with this Agreement (“Exclusion Letter”); (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received. The Company and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. The Company and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to the Company and Class Counsel, which results will include the names of all Settlement Class Members and the names of all individuals who opted out of the Settlement.

d. In the event the number of Proposed Class Members who have timely requested exclusion from the Settlement exceeds 10% of the total number of Proposed Class Members, the Company has the right, in its sole discretion, to terminate or not to terminate the Settlement. If The Company chooses to exercise this right, it shall give written notice to Class Counsel within ten (10) days after receiving the report from the Settlement Administrator required by Section VI.7.c., above.

e. As part of seeking the Superior Court’s final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award within the capped amount provided for in this Agreement. The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

8. Notice/Approval of Settlement Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, notifying the members of the Proposed Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the Superior Court (to be heard on January 6, 2024, or the earliest date thereafter the Superior Court has available) to obtain

preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Proposed Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order preliminarily certifying the Settlement Class, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Proposed Class, and setting a date for a Final Approval Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the “Preliminary Approval Order”). Class Counsel shall provide The Company with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least two (2) court days before the motion is filed. Plaintiff’s counsel agrees to consider in good faith all comments of the Company on the draft. The Company will not oppose Plaintiff’s motion, so long as the motion for preliminary approval and Preliminary Approval Order are in conformity with this Agreement.

c. Subject to the Superior Court’s approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within 60 days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement to all Proposed Class Members by post mail and email.

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement.

(4) The Notice of Settlement shall also advise Settlement Class Members that they need do nothing (other than not affirmatively opt out) in order to receive a Settlement Award.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court’s Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable “skiptrace” search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing and emailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of

Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement and/or Exclusion Letter to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member's request for the same.

f. Within the later of twenty one (21) days after the Notice Deadline, or seven days following resolution of challenge as set forth in Section VI.7.c., above, Class Counsel must file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class Member with copies of their envelopes, and to respond to any objections to the settlement.

g. Subject to the Superior Court's availability and direction but no sooner than thirty (30) days after the Notice Deadline, a Final Approval Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorney's Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to Plaintiff. As part of the motion for final approval of the Settlement, Plaintiff will ask the Superior Court to enter a Final Judgment dismissing the Case with prejudice and without an award of attorney's fees, expenses or costs to any Party except as provided herein.

h. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continuing jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

i. Within ten (10) business days after the Effective Date, the Company shall initiate a transfer of the Gross Settlement Amount into the QSF. The Company shall fund the Settlement and pay the Gross Settlement Amount through a series of payments. Specifically: (i) the first half of the Gross Settlement Amount (\$500,000.00) shall be due within fifteen (15) days after the Effective Date ("First Payment"); (ii) an additional \$250,000.00 of the Gross Settlement Amount shall be due by the later of the Effective Date or September 30, 2025 ("Second Payment"); and (iii) the final \$250,000.00 of the Gross Settlement Amount, plus the Company's full share of the employer-side payroll taxes owed, shall be due by the later of the Effective Date or December 10, 2025 ("Final Payment"). For the sake of clarity, the Gross Settlement Amount will be used to satisfy all monies and awards paid to Settlement Class Members under the Settlement (including, but not limited to, Settlement Awards), the Attorneys' Fees and Costs relating to the Case and the Settlement (including, but not limited to, the monies discussed in Section VI.5., above), all Settlement Administration Costs (including, but not limited to, the monies discussed in Section VI.7.e., above), and the Service Payment for the Plaintiff. Under no event will the Company pay more than the Gross Settlement Amount as part of the Settlement, with the exception of the employer-side payroll taxes referenced in Section VI.4.e., above, and any additional monies due on the Settlement pursuant to the Default provisions in Section VI.10., below. If there is any dispute relating to the amount needed for the employer share of required payroll taxes, the Parties and Settlement Administrator shall confer within five (5) days in an attempt to resolve this dispute. In the event they are unable to reach resolution of any such dispute, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding

the amount required for the employer share of payroll taxes. The QSF will hold all funds transferred by the Company pending the issuance of any funds pursuant to this Settlement. Until the date that the Company's funding of the QSF is due, the Company shall have sole and complete control over all such funds and shall have no obligation to segregate such funds or to place them in escrow or to otherwise earmark them before the funding deadlines.

j. Within ten (10) business days after the Final Payment is deposited into the QSF, the Settlement Administrator shall issue and mail checks to Class Members. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages (penalties, enhancements, and prejudgment interest). The Settlement Administrator shall withhold and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages, and shall issue appropriate IRS Forms W-2 for each amount for wages. Upon receipt, the Settlement Administrator shall disburse the First Payment and Second Payments, respectively and as applicable, to pay and discharge any obligations owing under this Agreement for the Service Payment, Settlement Administration Expenses, Attorneys' Fees, and Costs. However, the Settlement Administrator shall hold the remaining balance until the Final Payment is made before disbursing the balance to class members. The non-wages (penalties, enhancements, and prejudgment interest) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. Using the funds transferred into the QSF by the Company for the employer share of the payroll taxes required on the W-2 payments, the Settlement Administrator will also pay all of the required employer share of payroll taxes in connection with issuing the wage checks to Settlement Class Members, including the employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, and local requirements.

k. No later than one hundred sixty (160) days after the Settlement Administrator disburses the monies associated with the Final Payment pursuant to Section 8.j., above, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court's jurisdiction over the Case.

l. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skiptrace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award check to that member of the Settlement Class. If contacted by a Settlement Class member regarding any payments required by the Settlement, the Company shall instruct the member to contact the Settlement Administrator or Class Counsel. No later than one hundred twenty (120) days after the final distribution of any Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide the Company with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any

other tax documentations reasonably required by the Company. If any checks to Settlement Class Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). The Company will not receive funds from any uncashed checks.

m. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

9. No Effect on Employee Benefits.

This Settlement, and any payments made under the Settlement to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

10. Default.

In the event of the failure by the Company to make any or all payments required for the Settlement pursuant to the terms herein, Plaintiff shall provide written notice of the non-payment to Counsel for the Company (as identified in the signature block, below) by email (the "Non-Payment Notice"). The Non-Payment Notice shall be effective upon the date it was emailed. If the Company is later represented by new counsel of record in the above captioned matter, Plaintiff shall also email the Non-Payment Notice to such counsel. The Company shall have the opportunity to pay the unpaid balance that is the subject of the Non-Payment Notice within thirty (30) days from the date of the emailing of the Non-Payment Notice. If the Company fails to pay the overdue balance of its payment obligations within thirty (30) days from the emailing of the Non-Payment Notice (such failure referred to herein as a "Default"), Plaintiff, in her sole discretion, may declare or do any or all of the following, or may exercise, without limitation, any remedies available at law, including:

a. Declare the entire Gross Settlement Amount, less any payments already made, immediately due and payable, with unpaid amounts bearing the default compound interest rate of 12%, beginning as of the date of the Court's Order Granting Final Approval until the payment of the remaining balance is made in full; and/or

b. Pursue all available remedies to enforce the Settlement and any associated agreements, and remedy any violations of the same. In the event of a Default Defendant agrees not to contest any action to enforce the terms of this Agreement or any other collection action undertaken by Plaintiff under this Agreement, or pursuant to law. If Plaintiff prevails in such action, Defendant agrees to pay Plaintiff, without limitation, all reasonable costs of collection and enforcement of this Agreement, including attorneys' fees, expenses and court costs, including the

costs of contesting any defense that Defendants' failure to make payments results from a breach of the Agreement by any other party to the Agreement.

11. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Final Approval Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement and Exclusion Letter).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiff and the Company believe that this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

h. The Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

IT IS SO AGREED.

The undersigned counsel approves this Settlement Agreement as to form only.

**COUNSEL FOR PLAINTIFF
TONYA MILLER AND PROPOSED
CLASS COUNSEL**

**COUNSEL FOR CASCADIA
SENIOR LIVING, LLC**

REKHI & WOLK, P.S.

JACKSON LEWIS, P.C.



Hardeep S. Rekhi
Counsel for Named Plaintiff and Proposed
Class Counsel

Peter H. Nohle
Counsel for Defendant
Cascadia Senior Living, LLC

Dated: 01 / 02 / 2025

Dated: _____

**FERRARO VEGA EMPLOYMENT
LAWYERS**

CASCADIA SENIOR LIVING, LLC



Nicholas J. Ferraro
Counsel for Named Plaintiff and Proposed
Class Counsel

[NAME, TITLE]

Dated: 01 / 03 / 2025

Dated: _____

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**



Tonya Miller, individually and on
behalf of the Proposed Settlement Class

Dated: 01 / 02 / 2025

IT IS SO AGREED.

The undersigned counsel approves this Settlement Agreement as to form only.


**COUNSEL FOR PLAINTIFF
TONYA MILLER AND PROPOSED
CLASS COUNSEL**

**COUNSEL FOR CASCADIA
SENIOR LIVING, LLC**

REKHI & WOLK, P.S.

JACKSON LEWIS, P.C.

[NAME]
Counsel for Named Plaintiff and Proposed
Class Counsel



Peter H. Nohle
Counsel for Defendant
Cascadia Senior Living, LLC

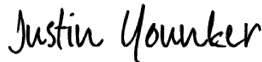
Dated: _____

Dated: January 6, 2025

**FERRARO VEGA EMPLOYMENT
LAWYERS**

CASCADIA SENIOR LIVING, LLC

Nicholas J. Ferraro
Counsel for Named Plaintiff and Proposed
Class Counsel



Justin Younker
Title: Member

Dated: _____

Dated: 1/7/2025

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

Tonya Miller, individually and on
behalf of the Proposed Settlement Class

Dated: _____

EXHIBIT A
NOTICE OF
SETTLEMENT

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

Tonya Miller v. Cascadia Senior Living, LLC
Pierce County Superior Court Civil Case No. 23-2-11217-8

— NOTICE OF SETTLEMENT —

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

TO: All persons who were employed by Cascadia Senior Living, LLC, Cascadia Payroll Services, LLC, and/or Cascadia Development, LLC, in an hourly-paid, non-exempt HCA Trainee, Caregiver, Medication Aide, Medication Technician, Residential Care Coordinator, Lead Medication Aide, Licensed Practical Nurse (LPN), Adult Family Home (AFH) Caregiver, Health Care Coordinator, or Shower Aide in the State of Washington at any time between November 15, 2020, and October 24, 2024.

- A former employee, Tonya Miller (the “Plaintiff”) brought claims against Cascadia Senior Living, LLC alleging that Cascadia Senior Living, LLC, Cascadia Payroll Services, LLC, and/or Cascadia Development, LLC (collectively, the “Company”): (a) failed to pay for all hours worked; (b) failed to provide compliant meal periods and rest breaks under Washington law; and (c) failed to pay for or properly calculate overtime. The Company strongly denies these claims. The parties have reached a proposed Class Action Settlement.
- The Company strongly denies any fault, wrongdoing, or liability. If the Parties had not reached a Settlement, the Company would have continued to vigorously defend against Plaintiff’s claims, including seeking a denial of class certification and a full defense verdict at trial. The Company agreed to this Settlement to avoid the risk, burden, and expense of further litigation, and as a means of making its employees whole for even any arguable claims relating to the lawsuit.
- The Class Action Settlement includes a total gross settlement payment by the Company of **\$1,000,000.00**.
- To qualify for a share of this payment: (A) you must have been employed by the Company and worked as an hourly-paid, non-exempt, HCA Trainee, Caregiver, Medication Aide, Medication Technician, Residential Care Coordinator, Lead Medication Aide, Licensed Practical Nurse (LPN), Adult Family Home (AFH) Caregiver, Health Care Coordinator, or Shower Aide in the State of Washington between November 15, 2020, and October 24, 2024; and (B) you must not exclude yourself from the Class Action Settlement in the manner outlined below.
- **If you were employed by the Company and worked in an hourly-paid, non-exempt HCA Trainee, Caregiver, Medication Aide, Medication Technician, Residential Care Coordinator, Lead Medication Aide, Licensed Practical Nurse (LPN), Adult Family Home (AFH) Caregiver, Health Care Coordinator, or Shower Aide in the State of Washington**

between November 15, 2020, and October 24, 2024, you do not have to do anything to be eligible to receive a share of the settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against the Company with respect to the legal claims in this Case.
OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

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

BASIC INFORMATION

1. Why did I get this Notice?

The Company’s records show that you were employed by the Company and worked in an hourly-paid, non-exempt HCA Trainee, Caregiver, Medication Aide, Medication Technician, Residential Care Coordinator, Lead Medication Aide, Licensed Practical Nurse (LPN), Adult Family Home (AFH) Caregiver, Health Care Coordinator, or Shower Aide in the State of Washington between November 15, 2020, and October 24, 2024 (the “Settlement Class Period”). The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who do not affirmatively request to be excluded from the Settlement.

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

2. What is the Case about?

The Plaintiff, former employee Tonya Miller, claims that the Company violated wage and hour laws by: (a) failing to pay for all hours worked; (b) failing to provide compliant meal periods and rest breaks under Washington law; and (c) failing to pay for or properly calculate overtime. The Company has denied the Plaintiff’s claims.

The Honorable [JUDGE], of the Superior Court for the State of Washington in and for Pierce County, is overseeing this Class Action. The lawsuit is known as *Tonya Miller v. Cascadia Senior Living, LLC*, Civil Case No. 23-2-11217-8 (the “Case”).

Plaintiffs’ Complaint in this lawsuit is available at [WEBSITE URL]

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

In a class action lawsuit, one or more people called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee who sued, and who represents the Class, is called the Plaintiff (in this case, Tonya Miller).

The person the Plaintiff sues (in this case, the Company) is called the Defendant. In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Company. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost and risk of a trial, and the people affected will be entitled to compensation. The Class Representative and her attorneys think the Settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

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

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

Plaintiff and any other individuals whose payroll and/or timekeeping information the Company previously produced to Plaintiff in this Case, who were employed by Cascadia Senior Living, LLC, Cascadia Payroll Services, LLC, and/or Cascadia Development, LLC as an HCA Trainee, Caregiver, Medication Aide, Medication Technician, Residential Care Coordinator, Lead Medication Aide, Licensed Practical Nurse (LPN), Adult Family Home (AFH) Caregiver, Health Care Coordinator, or Shower Aide in the State of Washington at any time during the Class Period (November 15, 2020, through October 24, 2024), as well as any individuals who were newly hired into those positions in the State of Washington since the Company’s last disclosures of payroll and/or timekeeping information to Plaintiff.

If it is approved, the Settlement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

THE TERMS OF THE SETTLEMENT

6. What claims are covered by the Settlement?

The Settlement will resolve all Released Claims the Settlement Class Members could have brought against the Released Parties.¹ The Released Claims means any claims against the Released Parties, whether known or unknown, asserted or unasserted, that have been or could have been made by any member of the Settlement Class during the Settlement Class Period arising out of or relating to their work for Cascadia Senior Living, LLC, Cascadia Payroll Services, LLC, and/or Cascadia Development, LLC based on: (a) an alleged failure to pay for all hours worked; (b) alleged missed or non-compliant meal periods; (c) alleged missed or non-compliant rest breaks; and/or (d) an alleged failure to pay and/or properly calculate overtime. The Released Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged unpaid hours worked, any missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, any alleged unpaid and/or improperly calculated overtime, and any attendant claims for unpaid wages, overtime payments, premium payments, interest, liquidated damages, exemplary damages, and attorneys' fees and costs relating to any of the foregoing, all settlement administration costs, and a service award for the Plaintiff. For the sake of clarity, the Released Claims include all claims which are or could have been asserted in the Case based on the facts alleged in the operative Complaint.

7. What are the basic terms of the Settlement?

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

The Company will pay a total of \$1,000,000 as part of the Settlement, apportioned as follows:

- **Class Fund:** An estimated [INSERT FIGURE] of the money the Company pays will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Award:** The Company will pay up to \$7,500.00 to Plaintiff and Class Representatives Tonya Miller as a Service Award in recognition of her efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** The Company will pay up to \$20,000 [INSERT FIGURE] to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Settlement Class Members, handling the settlement administration process, processing payments to Settlement Class Members, and handling tax reporting requirements.

Attorney's Fees and Costs Award: The Company will pay up to \$333,333.33 to Plaintiff's attorneys for the Attorneys' Fees Award and up to [INSERT FIGURE] for

¹ The Released Parties includes the named Defendant in the Case, Cascadia Senior Living, LLC, along with Cascadia Payroll Services, LLC, and Cascadia Development, LLC, together with any of the owners and/or tenants of the facilities at which the Class Members worked for the Company during the Settlement Class Period, as well as each of their respective parents, subsidiaries, and affiliates, and each of their respective past and present directors, officers, agents, shareholders, members, managers, employees, attorneys, insurers, successors, and assigns, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement

actual litigation costs they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class.

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. The class fund will be allocated to individual Settlement Class Members on a pro rata basis, based their individual damages during the Settlement Class Period as calculated by Class Counsel. Distributions will be calculated by dividing each Settlement Class Member's damages as calculated by Class Counsel by the total aggregate damages of all members as calculated by Class Counsel, and then multiplying this ratio by the portion of the Class Fund allocated to these payments. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). The Company will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: Forty percent (40%) of each Settlement Class Member's settlement award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Sixty percent (60%) of each Settlement Class Member's settlement award will be treated as non-wages (a combination of penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and the Settlement Class Member. In addition to the monies it is contributing to the Settlement Fund described above, the Company is also paying all required employer-paid taxes incurred as part of the Settlement. The Company's payment of these employer-paid taxes will not decrease the funds available to Settlement Class Members.

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all of the Released Claims against the Released Parties relating to the period from November 15, 2020, through October 24, 2024. This Release requires you to waive and precludes you from bringing any Released Claims against the named Defendant in the case, Cascadia Senior Living, LLC, as well as Cascadia Payroll Services, LLC, and Cascadia Development, LLC., and any other individual or entity who could be jointly or severally liable for any of the Released Claims.

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

HOW YOU CAN GET PAYMENT

8. How can I get a payment?

To get a payment, you don't need to do anything. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the Pierce County Superior Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year of more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at [WEBSITE]. If there is no appeal, we expect the payments will go out by December 2025.. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firms of Rekhi & Wolk, P.S. and Ferraro Vega Employment Lawyers are qualified to represent you and all Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorney's fees in the amount of \$333,333.33, and their litigation costs in an amount of up to [INSERT AMOUNT], each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel has been working on this case since mid-2023 and has not received any fees or reimbursements for the costs of the lawsuit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

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

[REDACTED ADDRESS]

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Sections

6 and 7, above. This means you will retain the right at your own expense to pursue (or not pursue) any claims you may have against the Company.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Tonya Miller v. Cascadia Senior Living, LLC*, Pierce County Superior Court Civil Case No. 23-2-11217-8), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]**:

[REDACTED ADDRESS]

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [HEARING TIME] on [HEARING DATE], at the Pierce County Superior Court, [COURT ROOM AND ADDRESS].

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

15. Do I have to come to the hearing?

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

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in *Tonya Miller v. Cascadia Senior Living, LLC*, Pierce County Superior Court Civil Case No. 23-2-11217-8." Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
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[JUDGE NAME AND COURT ADDRESS]	[CLASS COUNSEL NAME AND CONTACT INFORMATION]	Peter Nohle Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101
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IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above.

GETTING MORE INFORMATION

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiff's motion for final approval of the settlement agreement, including Class Counsel's request for attorney's fees, costs, Settlement Administration Expenses, and a Service Award for the named Plaintiff will be available for you to review on [DATE] at [WEBSITE URL].

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Document ID	cf29731774d9bfbb6953ea2762904e27e6cd8a4e
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

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 VIEWED	01 / 02 / 2025 17:51:26 UTC-8	Viewed by Tonya Miller (professions253@gmail.com) IP: 172.56.105.123
 SIGNED	01 / 02 / 2025 17:52:14 UTC-8	Signed by Tonya Miller (professions253@gmail.com) IP: 172.56.105.123
 VIEWED	01 / 02 / 2025 20:26:22 UTC-8	Viewed by Hardeep S. Rekhi (hardeep@rekhiwolk.com) IP: 73.35.152.236
 SIGNED	01 / 02 / 2025 20:26:42 UTC-8	Signed by Hardeep S. Rekhi (hardeep@rekhiwolk.com) IP: 73.35.152.236

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Status	● Signed

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01 / 03 / 2025
10:34:54 UTC-8

Viewed by Nicholas J. Ferraro (nick@ferrarovega.com)
IP: 23.120.55.172



01 / 03 / 2025
10:35:03 UTC-8

Signed by Nicholas J. Ferraro (nick@ferrarovega.com)
IP: 23.120.55.172



01 / 03 / 2025
10:35:03 UTC-8

The document has been completed.