

*Sylvia Liang, Manuel Brito, and Shazia Anwar, individually and on behalf of all those similarly situated v. State of Washington, Washington State Department of Social and Health Services, a Washington State Agency, Cheryl Strange, in her official capacity as the Secretary of the Washington State Department of Social and Health Services, No. 20-2-02506-34 Thurston County Superior Court*

This Amendment to the September 17, 2021, Agreement to Settle Claims (“Agreement”) is between Sylvia Liang, Shazia Anwar, and Manuel Brito on behalf of themselves and a class of similarly situated Individual Providers (“IPs”) (collectively, “Plaintiffs”), and Defendants State of Washington, Washington State Department of Social and Health Services, and Cheryl Strange in her official capacity as Secretary of the Washington State Department of Social and Health Services (“DSHS”) (collectively, “Defendants”). Plaintiffs and Defendants are collectively referred to as the “Parties.”

**I. RECITALS**

- 1.1. The Parties executed an Agreement to Settle Claims on September 17, 2021.
- 1.2. Section 10.3 of that Agreement allows the Agreement, before any Preliminary Approval Order, to be “modified ... by written agreement signed by or on behalf of all Parties.”
- 1.3. After having received input from the mutually agreed Settlement Administrator, the Parties wish to modify Sections 6.1, 6.2, and 6.3 to permit a 60-day period for Settlement Class Members to opt out of or object to the Agreement.
- 1.4. The Parties hereby modify those provisions as set forth below. All other provisions of the Agreement remain unmodified.

**II. AMENDMENT**

1. Section 6.1.d.iii of the Agreement shall provide as follows:

Any Notices returned to the Settlement Administrator within forty-five (45) calendar dates from the date on the Class Notice ~~before the Opt-Out Deadline~~ with a forwarding address will be sent to the forwarding address affixed thereto.

2. Section 6.1.d.iv of the Agreement shall provide as follows:

If a Notice is returned from the initial notice mailing without a forwarding address, the Class Administrator will submit the applicable and available information, including name and original mailing address to a company that specializes in address skip tracing in an attempt to locate a more current address. The Settlement Administrator may also request alternative contact information from Class Counsel and/or Defendants that may be used to contact the Class Member in an effort to obtain a new mailing address. If the

Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class Member. If a new address cannot be located or if the Notice is again returned as undeliverable after a second mailing, no further attempts at delivery are required. The Settlement Administrator shall not be obligated to locate a new mailing address or re-mail the Notice to the Settlement Class member for Notices returned from the initial notice mailing without a forwarding address more than forty-five (45) calendar days from the date on the Class Notice.

3. Section 6.2(a) of the Agreement shall provide as follows:

A Settlement Class member who chooses to opt out of the Settlement must mail, via First Class United States Mail, postage prepaid, a written, signed opt-out statement (in a form approved by the Court) to the Settlement Administrator. To be effective, the opt-out statement must include the Settlement Class Member's name, email, address, and telephone number and state: "I opt out of the IP shared benefit settlement." To be effective, an opt-out statement must be postmarked within ~~thirtysixty~~ (3060) calendar days from the date on the Class Notice (which date shall be the date three (3) calendar days after the date the Notice is mailed).

4. Section 6.3(a) of the Agreement shall provide as follows:

Settlement Class Members will have ~~thirtysixty~~ (3060) calendar days from the date on the Class Notice (which date shall be the date three (3) calendar days after the date the Notice is mailed) to object to the Agreement. Any Settlement Class Member may object to this Agreement, provided that such objections are made in writing, filed with the Court, and served on Plaintiffs' Counsel and counsel for the Defendants no later than ~~thirty sixty~~ (3060) calendar days after the date of the Notice. Such objection shall include the information specified in the Class Notice.

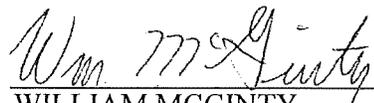
**SIGNATURES:**

Signed:   
BILL MOSS  
Assistant Secretary  
AGING AND LONG-TERM  
SUPPORT ADMINISTRATION  
DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

Signed: \_\_\_\_\_  
SYLVIA LIANG  
Class Representative

Date: 3/29/2022

Date: \_\_\_\_\_

Signed:   
WILLIAM MCGINTY  
Defense Counsel

Date: 03/29/2022

Signed: \_\_\_\_\_  
MANUEL BRITO  
Class Representative

Date: \_\_\_\_\_

Signed:   
MARGARET MCLEAN  
Defense Counsel

Date: 03/29/2022

Signed: \_\_\_\_\_  
SHAZIA ANWAR  
Class Representative

Date: \_\_\_\_\_

Signed:   
DANIEL J. JUDGE  
Defense Counsel

Date: 03/29/2022

Signed:   
JENNIFER L. ROBBINS  
Class Counsel

Date: 03/31/2022

Signed:   
DARIN M. DALMAT  
Class Counsel

Date: 03/31/2022

Signed:   
SARAH E. DERRY  
Class Counsel

Date: 03/31/2022

obtain a new mailing address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class Member. If a new address cannot be located or if the Notice is again returned as undeliverable after a second mailing, no further attempts at delivery are required. The Settlement Administrator shall not be obligated to locate a new mailing address or re-mail the Notice to the Settlement Class member for Notices returned from the initial notice mailing without a forwarding address more than forty-five (45) calendar days from the date on the Class Notice.

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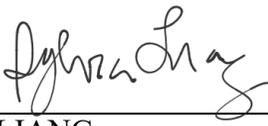
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BILL MOSS  
Assistant Secretary  
AGING AND LONG-TERM  
SUPPORT ADMINISTRATION  
DEPARTMENT OF SOCIAL AND  
HEALTH SERVICES

Signed:  \_\_\_\_\_  
SYLVIA LIANG  
Class Representative

Date: \_\_\_\_\_

Date: 03/29/2022  
\_\_\_\_\_

Signed: \_\_\_\_\_  
WILLIAM MCGINTY  
Defense Counsel

Date: \_\_\_\_\_

Signed:   
MANUEL BRITO  
Class Representative

Date: 03/29/2022  
\_\_\_\_\_

Signed: \_\_\_\_\_  
MARGARET MCLEAN  
Defense Counsel

Date: \_\_\_\_\_

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Class Representative

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Defense Counsel

Date: \_\_\_\_\_

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Class Counsel

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DARIN M. DALMAT  
Class Counsel

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
SARAH E. DERRY  
Class Counsel

Date: \_\_\_\_\_

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WILLIAM MCGINTY  
Defense Counsel

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Defense Counsel

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Defense Counsel

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MANUEL BRITO  
Class Representative

Date: \_\_\_\_\_

Signed:  \_\_\_\_\_  
SHAZIA ANWAR  
Class Representative

Date: 03/30/2022

Signed: \_\_\_\_\_  
JENNIFER L. ROBBINS  
Class Counsel

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
DARIN M. DALMAT  
Class Counsel

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
SARAH E. DERRY  
Class Counsel

Date: \_\_\_\_\_