

CLASS ACTION SETTLEMENT AGREEMENT

Subject to court approval, this Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Randi Sycks (“Plaintiff”), individually and on behalf of the Settlement Class described and defined below in this Agreement, and Defendant Incyte Pathology, Inc. (hereinafter, “Incyte” or “Defendant”). The Agreement refers to Plaintiff, the Settlement Class and/or Incyte collectively as “Parties” or as a “Party.”

1. PREAMBLE

1.1 Incyte has employed Sycks since July 6, 2021.

1.2 On May 9, 2024, Sycks filed a Lawsuit in the Spokane County, Washington, Superior Court (the “Court”), entitled Randi Sycks v. Incyte Pathology, PS, Case No. 24-2-02294-32 (the “Lawsuit”). In the Lawsuit, Sycks alleges that she was owed compensatory and exemplary damages for unpaid wages, unpaid overtime wages, incorrectly paid overtime work, missed rest and meal breaks, unpaid time worked and other violations of Washington’s wage and hour laws. Sycks brought her lawsuit on her own behalf and on behalf of a proposed class. Incyte has denied Sycks’s allegations.

1.3 The Parties have each conducted a substantial investigation of the facts and the law to assess the merits of Sycks’s claims and Incyte’s defenses. As part of their investigations, each Party and their lawyers have, among other things, conducted formal written discovery, interviewed witnesses, reviewed several thousand pages of documents, and collected and analyzed extensive electronic timekeeping, payroll, and human resources data.

1.4 The Parties conducted a full-day in person mediation on May 29, 2025, in Seattle, Washington (the “Mediation”), before Marc Cote (the “Mediator”), a neutral mediator who is experienced in Washington wage and hour laws. The Mediation was conducted in good faith and at arm’s length.

1.5 At the Mediation, the Parties reached an agreement in principle to settle the issues raised by the Lawsuit.

1.6 Sycks continues to believe that her claims and those of the proposed class have merit. But Sycks and Class Counsel believe that this Settlement is a fair, adequate and reasonable compromise and is in the best interests of the proposed class in light of all known facts and circumstances, including but not limited to: (i) the risk that the Court may not certify the class or that the Court certifies a more limited class; (ii) the risks inherent in a jury trial; (iii) the risk that Incyte may successfully establish one or more of the defenses it has asserted to the claims in the Lawsuit; (iv) the risk of recovering only a fraction of estimated damages; and (v) the risk of facing an appeal even if Sycks were successful at trial.

1.7 And while Incyte continues to deny Sycks’s individual and class-based allegations, Incyte desires to avoid the burden and expense of continuing to litigate the Lawsuit.

Therefore, in exchange for the mutual promises in this Agreement and intending to be legally bound, the Parties agree as follows.

2. DEFINITIONS.

2.1. “Action” or “Lawsuit” means Plaintiff’s lawsuit alleging wage and hour violations against Incyte captioned *Sycks v. Incyte Pathology, Inc.*, Case No. 24-2-02294-32, pending in Spokane County Superior Court in the State of Washington.

2.2. “Address Search” means the Administrator’s search for Class Members’ mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

2.3. “Administrator” means the administrator proposed by the Parties and appointed by the Court to provide notice of this proposed Settlement to the Proposed Settlement Class and to perform other related functions to administer the Settlement as described in this Agreement.

2.4. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount as payment for its reasonable fees and its costs related to administration of the Settlement (including the costs of printing and issuing notices to Prospective Class Members, tracking responses, calculating estimated payments, making payments, issuing tax statements, administering the QSF, and reporting to the Parties and to the Court). in accordance with the Administrator’s bid as approved by the Court. The Administration Expenses shall not exceed \$7,500, except for a showing of good cause and as approved by the Court.

2.5. “Attorneys’ Fees” means the amount the Court awards to Class Counsel to compensate them for their attorneys’ fees incurred relating to the Lawsuit (including fees incurred relating to this Settlement, this Agreement, and its implementation and administration) in an amount not to exceed 33.33% of the Gross Settlement Amount.

2.6. “Class Counsel” or “Plaintiff’s Counsel” means Ferraro Vega Employment Lawyers, Inc. and Rekhi & Wolk, P.S.

2.7. “Class Period” means the period from May 9, 2021, through May, 29 2025.

2.8. “Class Notice” means the Notice of Class Action Settlement, attached as **Attachment A** to be mailed to Class Members and incorporated by reference into this Agreement.

2.9. “Class Response Deadline” means 45 days after the Administrator mails Notice of Class Action Settlement to Class Members and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail an Objection to the Settlement. Class Members to whom the Class Notice is re-sent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

2.10. “Class Representative” or “Named Plaintiff” refers to Randi Sycks.

2.11. “Court” means the Spokane County Superior Court.

2.12. “Defense Counsel” or “Incyte’s Counsel” means captioned counsel of record from the law firm of Lewis Brisbois Bisgaard & Smith LLP including Benjamin Stone and Kimberly Holdiman.

2.13. “Effective Date” means the date on which the Court enters Judgment on its order granting Final Approval of the Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. For clarity, a Fees-Only Appeal does not constitute an appeal from the Judgment or of the Final Approval Order and will not delay or prevent the occurrence of the Effective Date.

2.14. “Employee Data” means all information identifying Class Members in Incyte’s possession including their names, last-known mailing addresses, Social Security numbers, and hours and payroll data.

2.15. “Fees-Only Appeal” means an appeal taken from an order of the Court that (a) reduces or rejects a proposed Class Counsel Fees and Costs Payment, Class Representative Payment, or Settlement Administrator Fees and Costs Payment, but otherwise (b) constitutes a valid Final Approval Order.

2.16. “Final Approval” and “Final Approval Order” each refer to an order from the Court in the Lawsuit that both (a) approves this Settlement and this Agreement as binding upon all Participating Class Members who did not validly and timely exclude themselves from the Settlement Class; and (b) qualifies as an appealable “final judgment” within the meaning or definitions of RAP 2.2; except that an order will qualify as a Final Approval Order that grants Final Approval even if the order reduces or rejects a proposed Class Counsel Fees and Costs Payment, Class Representative Payment, or Settlement Administrator Fees and Costs Payment.

2.17. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

2.18. “Gross Settlement Amount” means **\$2,100,000.00**, which is the total amount Defendant agrees to pay under the Settlement, subject to the terms and conditions of this Settlement.

2.19. “Individual Class Payments” means the Participating Class Member’s share of the Net Settlement Amount, calculated according to Class Counsel’s damages calculations and the strength of their respective claims as determined by Class Counsel.

2.20. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

2.21. “Legal Proceeding” means any legal, equitable, administrative, arbitration, or other adversarial or investigatory proceedings, whether civil, criminal, appellate, pre-suit, post-judgment, or administrative in character.

2.22. “Litigation Costs” means the amount the Court awards to Class Counsel to compensate them for their litigation expenses incurred relating to the Lawsuit (including expenses incurred relating to this Settlement, this Agreement, and its implementation and administration), according to proof and subject to Court approval, not to exceed \$5,000.

2.23. “Net Settlement Amount” means the Gross Settlement Amount, less (i) the Class Representative Payment, as approved by the Court; (ii) the Class Counsel Fees and Costs Payments as approved by the Court; (iii) the Settlement Administrator Fees and Costs Payment, as approved by the Court; and (iv) any other fee or expense incurred in implementing this Agreement, if approved by the Court.

2.24. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

2.25. “Operative Complaint” means the most recently filed complaint, including amended complaints, filed by Plaintiff.

2.26. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

2.27. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

2.28. “Proposed Settlement Class” means all current and former non-exempt employees who worked at least one hourly/non-exempt shift for Incyte in Washington at any time from May 9, 2021 through May 29, 2025, as already identified by Incyte.

2.28.1. Ameenah Quasim is excluded from the Proposed Settlement Class because she signed a General Release of Claims in relation to an individual filed EEOC charge.

2.29. “Proposed Settlement Class Member” means a member of the Proposed Settlement Class.

2.30. “Released Claims” means the claims being released in connection with this Settlement, as set forth in full below.

2.31. “Released Parties” means, individually and collectively: (i) Incyte; (ii) Incyte’s past, present, and future subsidiaries, parent companies, divisions, and other affiliated companies; (iii) with respect to each of the foregoing entities, each of their shareholders, members, partners, officers, directors, managers, employees, insurers, reinsurers, lawyers, and agents of any of those entities; and (iv) all predecessors, successors, and assigns of any of the foregoing.

2.32. “Request for Exclusion” means a Proposed Settlement Class Member’s submission of a signed written request to be excluded from the Class Settlement, including on the form provided with the Class Notice.

2.33. “Service Payment” means the payment (if any) to the Named Plaintiff for initiating and providing services including participating in Class Counsel’s investigation and at

mediation in support of the Action in an amount up to \$10,000 total, subject to Court approval, which also constitutes consideration for Plaintiff's individual settlement and general release of all claims, as set forth in this Agreement.

2.34. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2.35. "Settlement Class" means all Proposed Settlement Class Members who did not file any valid and timely request to exclude themselves from the Settlement Class.

2.36. "Settlement Class Period" means the period of time beginning on May 9, 2021 through May, 29 2025.

2.37. "Tax" and "Taxes" means any taxes, charges, fines, penalties, late fees, interest, and similar amounts assessed or charged by the Internal Revenue Service.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Within 14 days after the Effective Date, Incyte shall pay a "Gross Settlement Amount" of \$2,100,000.00 into an appropriate interest-maximizing Qualified Settlement Fund (the "QSF") created and designated by the Settlement Administrator. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Settlement Class Members to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary. Except as expressly provided below, the Gross Settlement Amount represents the entire amount Defendant will pay in consideration for the Settlement.

3.2. Taxes.

3.2.1. Employer Taxes. In addition to the Gross Settlement Amount, Incyte shall pay the employer's portion of payroll Taxes that are due by law from Incyte from the portions of Individual Class Payments allocated to wages (that employer's portion, the "Employer Taxes"). The Settlement Administrator shall provide Incyte's Counsel with a preliminary estimate of Employer Taxes within seven days after sending out Class Notices. No later than three days after the Court grants Final Approval, the Settlement Administrator shall notify Incyte's Counsel of the final estimate of Employer Taxes, and Incyte shall pay this amount into the QSF at the same time it remits the Gross Settlement Amount. To the extent there are any excess funds from the Settlement Administrator's estimate of Employer Taxes that are not needed to pay Employer Taxes, those excess funds shall be returned to Incyte.

3.2.2. Tax forms. No later than the Effective Date, Class Counsel shall each furnish the Settlement Administrator with signed and completed IRS Forms W-9 for (i) Sycks; and (ii) Class Counsel. The Administrator shall be responsible for furnishing tax forms for Participating Class Members whose non-wage portion of their Settlement Share is more than \$600

3.2.3. Disclaimers. Each Party acknowledges that they have not received any advice or assurances from another Party about the potential Tax obligations or consequences of the Settlement or of this Agreement. Each Party and Participating Class Member is solely

responsible for their own Taxes. Incyte will not be responsible or liable for any Taxes owed or due from Class Counsel, the Settlement Administrator, Sycks, or any Participating Class Member.

3.3. Payments from the Gross Settlement Amount. If the Effective Date occurs, the Settlement Administrator shall begin distributing the settlement payments on the 30th day after the Effective Date, to the extent those payments were granted Final Approval. All Individual Class Payments to Participating Class Members shall be made by check and sent by regular U.S. mail to the best addresses that the Settlement Administrator has for the recipient. The Settlement Administrator shall disburse, from the Net Settlement Amount, the Individual Class Payments, as well as any Class Representative Payment, Class Counsel Fees and Costs Payment, and Settlement Administrator Fees and Costs Payment approved by the Court, as follows:

3.3.1. To Named Plaintiff: The Service Payment in addition to any Individual Class Payment to which Plaintiff may be entitled to receive as a Participating Class Member. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment without withholding and will be reported to the tax authorities on an IRS Form 1099- MISC. An award of less than the requested amount for the Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the unapproved portion shall remain part of the Net Settlement Amount and available for distribution to the Settlement Class. The Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage.

3.3.2. To Plaintiff's Counsel: Class Counsel will apply to the Court for a Class Counsel Fees and Costs Payment. Class Counsel shall apply for Fees of no more than 699,930.00 (representing 33.33% of the Gross Settlement Amount) and Costs of no more than \$5,000. Class Counsel shall submit this application at least 12 days before the Final Approval Hearing. If the Court approves a Class Counsel Fees and Costs Payment, the Settlement Administrator shall pay the amount approved by the Court from the Gross Settlement Amount. If the amount approved by the Court is less than the amount applied for, the unapproved portion shall remain part of the Net Settlement Amount and available for distribution to the Settlement Class. The Class Counsel Fees and Costs Payment will be made without withholding and will be reported to tax authorities on IRS Form 1099-MISC.

3.3.3. To the Administrator: Class Counsel shall apply to the Court for approval of the Settlement Administrator Fees and Costs Payment at least 14 days before the Final Approval Hearing. The Parties and the Settlement Administrator shall make reasonable efforts to minimize the fees and expenses of the Settlement Administrator. The Settlement Administrator Fees and Costs Payment approved by the Court will be paid out of the Gross Settlement Amount.

3.3.4. To Each Participating Class Member/Tax Allocation: Each member of the Settlement Class will receive a pro rata payment from the Net Settlement Amount (their "Individual Class Payment"). Individual Class Payments shall be calculated pro rata in proportion to each Participating Class Member's hours worked and average base hourly wage during the Settlement Class Period, and based on the strength of the respective claims, as determined and calculated by Class Counsel, with the strength weighted as follows, starting with the strongest and

presented in descending order: (1) interest on failure to pay overtime at proper rate; (2) willfulness on failure to pay overtime at proper rate; (3) missed rest breaks; (4) interest on missed rest breaks; (5) willfulness on missed rest breaks; (6) missed meal breaks; (7) interest on missed meal breaks; (8) willfulness on missed rest breaks; (9) off-the-clock work; (10) interest on off-the-clock work; and (11) willfulness on off-the-clock work. Each Individual Class Payment will be allocated as follows: 30% to settlement of claims for unpaid wages, and 70% to settlement of claims for exemplary damages and interest. The Parties state that they each believe this allocation to be consistent with the allegations in the Lawsuit. The Settlement Administrator shall provide the preliminary Individual Class Payment amounts to Incyte's Counsel and to Class Counsel at least 14 days before the Final Approval hearing. The Settlement Administrator shall distribute the Individual Class Payments from the Net Settlement Amount to each Participating Class Member. The Settlement Administrator shall withhold employment Taxes and other legally required withholdings from the portion of each Individual Class Payment allocated to wages and shall report this portion of the Individual Class Payment to Tax authorities on an IRS Form W-2. The Settlement Administrator shall provide each Participating Class Member with a wage statement showing the amounts and types of each item of withholding and shall remit all withheld funds to the appropriate state and federal tax authorities. The remainder of each Individual Class Payment shall be paid without withholding and reported to tax authorities on an IRS Form 1099-MISC. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Settlement Administrator. Class Counsel shall promptly obtain multiple proposals for potential Settlement Administrators and the parties shall thereafter cooperate to select a Settlement Administrator. The Settlement Administrator shall, in compliance with this Agreement's requirements and the Court's instructions, perform the following tasks: establish and maintain a QSF; confirm the addresses of Proposed Settlement Class Members and Participating Class Members; mail Class Notices; respond to inquiries from Proposed Settlement Class Members and Participating Class Members; send reminder notices to Proposed Settlement Class Members and Participating Class Members; process objections; calculate Taxes due on payments; calculate Employer Taxes; take appropriate withholdings from Individual Class Payments; remit all such withholdings and all Employer Taxes to the proper authorities; issue copies of applicable Tax documents; report payments to Tax authorities; and disburse funds from the QSF as authorized or ordered by the Court.

4.2. Delivery of Employee Data to Administrator. Not later than 21 days after the Court grants Preliminary Approval, Incyte will deliver the Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Proposed Settlement Class Members' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Incyte shall also provide Class Counsel with the Employee Data but may exclude SSNs in the data provided to Class Counsel. Incyte has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Employee Data omitted Proposed Settlement Class Members' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel

must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data. The Settlement Administrator may search the National Change of Address Database or other similar services to update and correct for any known or identifiable address changes of Proposed Settlement Class Members.

4.3. Funding of Gross Settlement Amount. Within 14 days after the Effective Date, Incyte shall pay a “Gross Settlement Amount” of \$2,100,000.00 into an appropriate interest-maximizing Qualified Settlement Fund (the “QSF”) created and designated by the Settlement Administrator. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

4.4. Payments from the Gross Settlement Amount. Within ten (10) days after Incyte funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, and the Service Payment, and pay itself the Administration Expenses; also within 10 days of funding, the Administrator will mail or wire the Attorneys’ Fees and Litigation Costs to Class Counsel.

4.4.1. The Administrator will issue checks for the Individual Class Payments and send them to Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Address Search for all other Participating Class Members whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to obtain additional addresses for those Participating Class Members whose re-mailed checks are returned as undelivered. Rather, the Administrator will notify Class Counsel of those Participating Class Members within 10 days of the return of the checks and the addresses it used to mail the checks that were returned. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost, returned, or misplaced, requested by the Participating Class Member or Class Counsel prior to the void date.

4.4.3. For any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Participating Class Member, to the Washington State Department of Revenue’s Unclaimed Property program to be held there in the name of and for the benefit of such Participating Class Members under Washington’s unclaimed property laws. In such event, those Participating Class Members will be deemed to have waived irrevocably any right in or claim to a payment or settlement share in excess of what is available from the Unclaimed Property program, but the Settlement nevertheless will be binding upon them.

4.4.4. The payment of Individual Class Payments shall not obligate Incyte to confer any additional benefits or make any additional payments to Participating Class Members beyond those specified in this Agreement.

4.5. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Incyte's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Incyte's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

5. RELEASES OF CLAIMS.

5.1. Release of Claims by Settlement Class. In consideration for Defendant's payment of the Gross Settlement Amount, upon the Final Approval Hearing (and except as to such rights or claims as may be created by this Settlement Agreement) the Named Plaintiff and all Participating Class Members- on their own behalf and on behalf of their marital community, heirs, agents, and representatives - fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, causes of action, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated or exemplary damages, punitive damages, losses, fines, liens, interest, restitution or other equitable relief, actions, omissions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or that could have been alleged in the Action arising out of the facts or circumstances alleged in the Action from the beginning of time through the Final Approval Hearing, including federal, tribal, state, and municipal claims based on common law, contract, statutes, ordinances, or regulations, lawsuits, administrative actions, arbitrations, and participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind based on or related in any way to the allegations in the Complaint, including but not limited to, for alleged any such claims, liabilities, or causes of action arising under any contract or under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; the Washington Minimum Wage Act, RCW Chapter 49.46; the Washington Wage Payment Act, RCW Chapter 49.48; the Washington Wage Rebate Act, RCW 49.52.05; and the Tukwila Minimum Wage Ordinance, Tukwila Mun. Code Chapter 5.63. WAC Chapters 296-126, and 296-128; and all parallel obligations under federal, tribal, state, and local law. As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release and waiver by all Participating Class Members.

5.2. Release of Claims by Class Representative. Further and in addition to the release above, upon the Final Approval Hearing (and except as to such rights or claims as may be created by this Settlement Agreement), Plaintiff hereby releases all Released Parties, from any and all claims, causes of action, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated or exemplary damages, punitive damages, losses, fines, liens, interest, restitution or other equitable relief, actions, or causes of action of whatever kind or nature, whether known or unknown from the beginning of time through the Final Approval Hearing, including federal, tribal, state, and municipal claims based on common law, statutes, ordinances, or regulations, lawsuits, administrative actions, arbitrations, and

participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind. For the avoidance of doubt, and to the maximum extent permitted by law, the foregoing release includes, without limitation, any claim, dispute, or controversy relating to, sounding in, or arising under: (i) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; (ii) the Age Discrimination in Employment Act of 1967 29 U.S.C. § 621 et seq.; (iii) the Occupational Safety and Health Act; (iv) the National Labor Relations Act, to the extent permitted by law; (v) the Consolidated Omnibus Budget Reconciliation Act, to the extent permitted by law; (vi) Sections 1981 through 1988 of Title 42 of the United States Code; (vii) the Uniformed Services Employment and Reemployment Rights Act; (viii) the Immigration Reform and Control Act; (ix) the Americans with Disabilities Act of 1990 29 U.S.C. § 12101 et seq.; (x) the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., to the extent permitted by law; (xi) the Equal Pay Act, to the extent permitted by law; (xii) the Washington Consumer Protection Act, RCW 19.86; (xiii) the Washington Law Against Discrimination, as amended, Chapter 49.60 RCW; (xiv) the Washington Minimum Wage Act, as amended, Chapter 49.46 RCW; (xv) the Washington Wage Payment Act, as amended, Chapter 49.48 RCW; (xvi) the Washington wage deduction/rebate statutes, as amended, Chapter 49.52 RCW; (xvii) any provision of the Washington Paid Family and Medical Leave program, as amended, under Title 50A of the Revised Code of Washington; (xviii) the Washington Family Care Act, as amended, RCW 49.12.265; (xix) the Washington Paid Sick Leave Law, RCW 49.46.200-210; (xx) any provision of Title 49 of the Revised Code of Washington; (xxi) any provision of Title 296 of the Washington Administrative Code; (xxii) the Industrial Welfare Act of Washington, Chapter 49.12 RCW, as amended, to the extent permitted by law; (xxiii) any claim alleging the exception to the Industrial Insurance Act of Washington, established by RCW 51.24.020, for injury inflicted with “deliberate intention”; (xxiv) any claim based on federal, state or local law, rule, regulation or ordinance; (xxv) any claim for breach of contract or promise, express or implied; (xxvi) any claim for breach of any term or condition of an employee handbook or policy manual, including any claim for breach of any promise of specific treatment in specific situations; (xxvii) any common law claim of any kind; (xxviii) claims that were or could have been asserted in the Lawsuit; (xxviiii) claims related to her former employment with Incyte; (xxx) tort, contract or other claims arising under common law; (xxxii) the Pregnant Workers Fairness Act, 42 U.S.C. § 2000gg et seq.; (xxxiii) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; (xxxiv) the Employee Retirement Income and Security Act, 29 U.S.C. § 1001 et seq.; (xxxv) the Tukwila Minimum Wage Ordinance, Tukwila Mun. Code Chapter 5.63; and (xxxvi) any basis for recovering costs, fees or other expenses, including attorney’s fees incurred in these matters. Notwithstanding the breadth of the foregoing releases by Plaintiff, Plaintiff’s release excludes claims that may not be lawfully released under this Settlement Agreement with Court approval. Notwithstanding the above, the claims released by Named Plaintiff as to Defendant’s insurers are limited to only those claims arising from their employment with Defendant

5.2.1. Exception for Sycks’s pending workers’ compensation claim.

Sycks’s general release of claims in section 5.2 does not include claims for workers compensation benefits under Washington Department of Labor and Industries claim number BJ49547 (that claim, the “2023 Workers Compensation Claim”). Sycks states that she has no knowledge of having suffered any injury or illness from working at Incyte apart from the injury she previously reported to Incyte that led to her 2023 Workers Compensation Claim.

5.3. Waiver of right to Challenge the Final Approval Order. On condition that the Final Approval Order does not modify this Agreement (other than with respect to the amounts of any proposed Class Counsel Fees and Costs Payment, the Class Representative Payment, or the Settlement Administrator Fees and Costs Payment), Sycks hereby waives any right she may have to bring or maintain any Challenge the Final Approval Order. For purposes of this section, a “*Challenge*” means any direct or indirect Legal Proceeding seeking to vacate, modify, correct, set aside, or stay the implementation of the Final Approval Order. “*Challenges*” include, among others, bringing or maintaining any of the following: direct appeals, interlocutory appeals, motions to stay, motions to reconsider, motions for a new trial, motions for relief from judgment, and petitions for extraordinary writs. This section does not preclude Sycks or Class Counsel from bringing a Fees-Only Appeal.

5.4. No impact on other benefits. No Individual Class Payment shall result in the payment of any additional benefits—including but not limited to 401(k) contributions, vacation time, bonuses, shift differentials, or other benefits—to any Participating Class Member. No Participating Class Member may contribute any portion of the Individual Class Payment to Incyte’s 401(k) plan or to any similar benefit plan, to the extent that they might exist.

6. MOTION FOR SETTLEMENT APPROVAL.

6.1. Preliminary Approval. Plaintiff Sycks shall prepare and file a motion (the “*Motion for Preliminary Approval*”) requesting that the Court (i) grant “*Preliminary Approval*,” which means that the Court approves the settlement procedures in this Agreement, the proposed Class Notice (described below), and the appointment of the Settlement Administrator; and (ii) schedules a Final Approval Hearing. Class Counsel shall meet and confer with Incyte’s Counsel about the draft Motion for Preliminary Approval before filing it. Incyte shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service through the Spokane County Clerk, and from Plaintiff’s counsel to the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties’ electronic service agreement.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiff’s Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiff’s Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court’s concerns.

6.3. Consequence of judicial disapproval.

6.3.1. Of certain payments. If the Court for any reason declines to approve a proposed Class Counsel Fees and Costs Payment, the Class Representative Payment, or the Settlement Administrator Fees and Costs Payment, that will not constitute grounds to

renegotiate or set aside this Agreement or prevent this Agreement or any part of it (including the releases of claims) from becoming effective.

6.3.2. Of any other part of this Agreement. If the Court for any other reason disapproves of this Agreement, then the Parties shall negotiate in good faith about possible modifications to this agreement to address the concerns raised by the Court to obtain Court approval. If, after those negotiations, the Parties are unable to reach an agreement on those modifications, or if those modifications are disapproved by the Court, then this Agreement will be null and void and inadmissible for any purpose in the Lawsuit, and the Parties will return to their respective positions as if the Settlement had never been entered.

7. SETTLEMENT ADMINISTRATION.

7.1. Settlement Administrator. The Parties have jointly selected CAC Services Group, LLC to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Plaintiff’s Counsel that the list has been received and share the names of the Class Members in the Employee Data.

7.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Class Members identified in the Employee Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Attachment A**. On the same day, the Administrator shall email a Class Notice to each Proposed Settlement Class Member using the email address provided by Incyte. The date on which these Class Notices are mailed, as determined by their postmark, is the “Initial Mailing Date.” If a mailed Class Notice is returned as undeliverable but with a forwarding address, the Settlement Administrator shall promptly send a Class Notice to the forwarding address by first-class U.S. mail. If a mailed Class Notice is returned as undeliverable with no forwarding address, the Settlement Administrator shall attempt to locate a better address by skip tracing and, if a better address is located, the Settlement Administrator shall promptly re-send the Class Notice to the identified address by first-class U.S. mail. If an emailed Class Notice is returned as undeliverable, then the Settlement Administrator shall use reasonable efforts to attempt to locate a better email address for the recipient and re-send the Class

Notice to any identified email address for that individual. The Parties shall cooperate with the Settlement Administrator to locate better addresses and email addresses for Proposed Settlement Class Members. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. However, the Administrator will provide Class Counsel with the names (and addresses) of those Class members whose notices were undeliverable within 10 days of the second return.

7.4.3. The deadlines for Class Members' written objections and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.4. If the Administrator, Incyte or Plaintiff's Counsel is contacted by or otherwise discovers any persons who believe they should have been a Class Member per the definition above, and included in the Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as a Class Member. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. Defendant will then be required to fund an additional amount for each such additional but undisclosed Class Member based on the Class Members' tenure(s) and shift(s), consistent with Class Counsel's calculations of the Individual Class Payment amounts as set forth in para. 2.2.4 *supra*.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. To be valid, a Request for Exclusion must: (i) be in writing; (ii) state the Proposed Settlement Class Member's name and address; (iii) state that the Proposed Settlement Class Member desires to exclude themselves from the Settlement Class; (iv) be signed by the Proposed Settlement Class Member; and (v) be postmarked no later than 120 days after the Initial Mailing Date. Collective, group, or mass exclusion letters are not valid. Upon receiving an Exclusion Letter, the Settlement Administrator shall provide a copy to all Parties and indicate the date on which it was received.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member makes clear his or her desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

7.6. Objections to Settlement.

7.6.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

7.6.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). To be valid, an Objection shall substantially comply with the following requirements: (i) be in writing; (ii) state the Objector's name, address, and telephone number, and that of their counsel, if any; and (iii) describe the factual and legal basis for the Objection with particularity, including whether the Objection applies to the entire Proposed Settlement Class or to only a portion of it. If a Class Member wishes to have witnesses or exhibits considered at Final Approval, all witnesses and exhibits must be identified and included in their Objection. In addition, an Objection must be postmarked no later than 120 days after the Initial Mailing Date. Upon receiving an Objection, the Settlement Administrator shall provide a copy of it (including all exhibits) to all Parties and indicate the date on which it was received. Witnesses not identified in the original Objection shall not be permitted to testify or argue at the Final Approval Hearing, and exhibits not included with the original Objection shall not be offered into evidence at the Final Approval Hearing. Any Proposed Settlement Class Member who does not submit a valid Objection shall be deemed to have voluntarily waived all objections to the Settlement and to this Agreement

7.6.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7. Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

7.7.1. Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Class Members may find the Administrator on the World Wide Web. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls and emails.

7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Plaintiff's Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3. Weekly Reports. The Administrator must, on a weekly or biweekly basis, provide written reports to Plaintiff's Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and checks mailed for Individual Class Payments. The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. If Plaintiff's Counsel or Defense Counsel requests additional information related to the weekly reports, the Administrator will timely respond to such requests.

7.7.4. Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff's Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.7.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff's Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7.8. Fees-Only Appeals. If a Fees-Only Appeal is taken, the Settlement Administrator shall keep in reserve in the QSF, from the Gross Settlement Amount, sufficient funds to pay the amount being disputed in the Fees-Only Appeal. Upon final termination of the Fees-Only Appeal, the Settlement Administrator shall disburse from those reserves any Class Counsel Fees and Costs Payment, Class Representative Payment, and Settlement Administrator Fees and Costs Payment that was approved as a result of the Fees-Only Appeal. Thereafter, any remaining funds that had been reserved shall be added to the Net Settlement Amount and (if Individual Class Payments had already been issued) distributed pro rata to each Participating Class Member in proportion to their previously-issued Individual Class Payments. In no circumstance shall Incyte be required to pay additional funds to anyone (including Sycks, Class Counsel, or the Settlement Administrator) on account of the pendency or outcome of any Fees-Only Appeal.

7.9. Returned Checks. If any checks issued pursuant to this Agreement are returned, the Settlement Administrator, in cooperation with the Parties, shall cooperate and make reasonable efforts to identify a better mailing address for the recipient. If a better mailing address is identified within 60 days of the check's initial return, the Settlement Administrator shall mail a replacement check to the better address. If a better mailing address cannot be identified within 60 days despite reasonable efforts, or if the replacement check is also returned, the Settlement Administrator shall designate that payment as undeliverable and remit the funds to the Unclaimed Property Division of the Washington Department of Revenue.

7.10. Uncashed Checks. If any checks issued pursuant to this Agreement is uncashed after 120 days or after the 120th day after their issuance, the Settlement Administrator shall mail and email a notice to the recipient reminding them to cash their checks and warning that the funds will be forfeited if the check is not cashed by its expiration date. If any checks expire while remaining uncashed, the Settlement Administrator shall remit the funds in question to the Unclaimed Property Division of the Washington Department of Revenue

7.11. Inquiries by Participating Class Members. Upon the written request of a Participating Class Member, the Settlement Administrator may stop payment and reissue any Individual Class Payment check and send it to a different address provided by the Participating Class Member, but only if all of the following are true: (i) the original check had not yet been cashed, deposited, or otherwise negotiated; (ii) the Participating Class Member provides satisfactory proof of their identity to the Settlement Administrator; and (iii) sufficient proceeds remain in the Net Settlement Amount to reissue the check.

7.12. Cy Pres. If any residual funds remain in the Net Settlement Amount on the one-year anniversary of the Effective Date, the Settlement Administrator shall distribute all such residual funds to the Legal Foundation of Washington.

8. CLASS SIZE. Incyte has represented that there are 814 individuals (inclusive of Plaintiff Sycks) in the Proposed Settlement Class. If, after receiving the information described in section 4.2, Class Counsel or the Settlement Administrator determines that the actual number of Proposed Settlement Class Members exceeds 854 individuals, Class Counsel may notify Incyte that it desires to negotiate a commensurate increase to the Gross Settlement Amount. Any such request shall be made within 14 days after delivery of the list of Proposed Settlement Class

Member names required by section 4.2. If a timely request for renegotiation is made, and after good faith negotiations the Parties are unable to reach an agreement on an increase to the Gross Settlement Amount, then any individuals disclosed by Incyte that were not previously disclosed will not be included in this Settlement Agreement and will therefore not receive a Individual Class Payment and will not be subject to the Release of Claims.

9. MOTION FOR FINAL APPROVAL. Not later than 12 court days before the Final Approval Hearing, Named Plaintiff will file in Court and serve on Defendant a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order. Class Counsel shall meet and confer with Incyte's Counsel about the draft motion to grant Final Approval before filing it. Plaintiff's Counsel will provide a draft of the Proposed Final Approval Order to Defense Counsel in advance of this meet and confer for Defense Counsel's review. Incyte shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service through the Spokane County Clerk, from Plaintiff's Counsel to the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel, in good faith, to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

9.3. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members (which excludes opt outs), as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to

obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

10. AMENDED JUDGMENT. If any amended judgment is required, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. Fair, Arm's-Length Negotiations. Each Party and their respective counsel, by signing this Agreement, states that they believe this Agreement to be a fair, adequate, and reasonable compromise of the issues raised in the Lawsuit; and that they reached the Settlement through arm's-length negotiations, taking into account all relevant factors and risks.

11.2. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.3. Confidentiality. The terms of this Settlement and this Agreement shall remain confidential, and shall not be disclosed by any Party or their counsel, until this Agreement is filed with a motion for Preliminary Approval, unless otherwise ordered by the Court.Limited admissibility. The parties intend that neither the Settlement, nor this Agreement, nor the fact that any Party was willing to settle the Lawsuit, shall be admissible for any purpose in any Legal Proceedings, other than: (a) the Preliminary Approval and Final Approval proceedings described in this Agreement, (b) a valid Fees-Only Appeal, or (c) Legal Proceedings to enforce this Agreement.

11.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Proposed Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiff's Counsel's ability to communicate with Proposed Class Members in accordance with Plaintiff's Counsel's ethical obligations owed to Proposed Class Members.

11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.6. Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.7. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.9. No Tax Advice. Neither the Parties, Plaintiff's Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.10. Attorney's Fees. Other than any Class Counsel Fees and Costs Payment that the Court may approve, Sycks and Incyte shall each bear their own respective costs, expenses, and attorney's fees incurred and arising out of the Lawsuit, the Settlement, or this Agreement. Incyte will not be responsible for any dispute or claim between or among Class Counsel, or between or among Sycks and any of her current or former lawyers, relating to any costs, expenses, or attorney's fees arising out of the Lawsuit, the Settlement, or this Agreement. If a Party initiates Legal Proceedings after Final Approval to enforce this Agreement, the prevailing party shall recover from the non-prevailing Party its reasonable costs and expenses of those Legal Proceedings, including attorney's fees.

11.11. Modification of Agreement. No modification or amendment of this Agreement will be valid or effective unless it is in writing and signed by all Parties. To be valid, any document that Incyte must sign pursuant to this section must be signed by its Chief Executive Officer or Chief Medical Officer.

11.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of Washington, without regard to conflict of law principles.

11.14. Parties' authorizations. Each Party states that they have authority to sign this Agreement and to sign any other documents that are required to carry out its provisions.

11.15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.17. Drafting conventions. The Parties intend that, when interpreting this agreement: (a) the plural of any term includes the singular, and the singular of any term includes the plural, as the case may be; (b) all days refer to calendar days; and (c) all periods of time be calculated by excluding the day of the event that triggers the period, counting each day within the period, and including the last day of the period except that if the last day is a Saturday, Sunday, or legal holiday in Spokane, Washington, then the period continues to run until the end of the next day that is not such a Saturday, Sunday, or legal holiday for Spokane County Superior Court in Washington.

11.18. Notice. For a notice under this Agreement to be valid, it must be in writing and delivered either by hand, by email, or by overnight delivery by a national transportation company with a signature requested and with all fees prepaid. A valid notice will be effective when it is received by the Party or counsel to whom it is addressed, as indicated by the date on the email header or signed receipt, as applicable—except that if the Party or counsel to whom it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then the notice will be effective upon that rejection, refusal, or inability to deliver). For a notice to be valid it must also be addressed using the following contact information, unless the recipient to whom it is addressed has given notice of a change of their contact information:

To Plaintiff:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro
3333 Camino del Rio South, Suite 300
San Diego, CA 92108 USA
nick@ferrarovega.com / classactions@ferrarovega.com
www.ferrarovega.com

Gregory A. Wolk
Rekhi & Wolk, P.S.
529 Warren Avenue N., Ste. 201
Seattle, Washington 98109
greg@rekhiwolk.com / jmmead@rekhiwolk.com / crgolliver@rekhiwolk.com

To Incyte: Dr. Stan Leung, Incyte Pathology PS, 13103 E. Mansfield Ave., Spokane Valley, Washington, 99216, sleung@incdx.com, with a copy to:

Lewis Brisbois Bisgaard & Smith
Benjamin Stone
Kimberly Holdiman
1111 Third Avenue, Suite 2700
Seattle, WA 98101
Benjamin.stone@lewisbrisbois.com
Kimberly.holdiman@lewisbrisbois.com

11.19. Language. English is the official language of this Agreement and the language in which it was negotiated and drafted. Sycks states that she is fluent in English. While this Agreement may be translated into other languages for the convenience of one or more of the Parties or members of the Proposed Settlement Class, any dispute about or arising out of this Agreement shall be resolved only by reference to the original English version

11.20. Severability. The Parties intend that if any part of this Agreement is held unenforceable then that provision will be modified to the minimum extent necessary to make it enforceable (unless that modification is not permitted by law in which case that part will be disregarded); that if modifying or disregarding the unenforceable part would result in the failure of an essential purpose of this agreement then the entire Agreement will be rendered null and void; that if an unenforceable part is modified or disregarded in accordance with this section then the rest of the Agreement will remain in effect as written; and that any unenforceable provision will remain as written in all circumstances other than the particular circumstance in which it was held to be unenforceable.

11.21. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Randi Sycks

Date: 08 / 25 / 2025


Randi Sycks

Defendant Incyte Pathology, Inc.

Date: _____

Dr. Stan Leung, Chief Medical Officer

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Randi Sycks

Date: _____

Randi Sycks

Defendant Incyte Pathology, Inc.

Date: 8/27/2025 _____

DocuSigned by:


21CA8742C94A41B...
Dr. Stan Leung, Chief Medical Officer

Attachment A

Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Randi Sycks v. Incyte Pathology, Inc.

Superior Court of the State of Washington for the County of Spokane

Case No. 24-2-02294-32

This notice is to the following individuals in connection with a pending class action settlement:

All persons who, at any time between May 9, 2021 and May 29, 2025, were employed by Incyte Pathology, Inc., and worked one or more shifts as a non-exempt hourly paid employee in the State of Washington.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of Washington for the County of Spokane (the “Court”) has preliminarily approved this class action lawsuit filed by Randi Sycks (“Class Representatives”) against Incyte Pathology, Inc. (“Incyte”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit is based on the following legal causes of action: (1) Washington Minimum Wage Act violations: RCW 49.46 et seq.; (2) failure to pay overtime wages: RCW 49.46.130; (3) meal period violations: RCW 49.12.020 and WAC 296-126-092; (4) rest break violations: RCW 49.12.020 and WAC 296-126-092; (5) unpaid wages on termination: RCW 49.48 et seq.; and (6) willful refusal to pay wages: RCW 49.52. Incyte strongly denies all claims and maintains it has fully complied with the law. The settlement is not an admission by Incyte of any liability or wrongdoing.

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in **[[COURTROOM LOCATION]]** of the Spokane Superior Court, located at 1116 West Broadway Avenue #3, Spokane, WA 99260. You do not have to attend but you do have the right to appear. *For more information, please carefully read this notice.*

1. WHAT IS THE ACTION ABOUT?

The Class Representative is a former employee of Incyte Pathology. The Class Representative alleged Incyte violated Washington labor and employment laws as follows: (1) Washington Minimum Wage Act violations: RCW 49.46 et seq.; (2) failure to pay overtime wages: RCW 49.46.130; (3) meal period violations: RCW 49.12.020 and WAC 296-126-092; (4) rest break violations: RCW 49.12.020 and WAC 296-126-092; (5) unpaid wages on termination: RCW 49.48 et seq.; and (6) willful refusal to pay wages: RCW 49.52. Plaintiff is represented by Ferraro Vega Employment Lawyers and Rekhi & Wolk, P.S. ("Class Counsel.")

Incyte denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Court did not decide in favor of Plaintiff or for Incyte. Incyte thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. This allows the parties to avoid the costs of a trial, and the people affected will be entitled to compensation. The Class Representative and Class Counsel think the Settlement is in the best interests of all Proposed Class Members.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$2,100,000.00 and authorize the following payments from that amount: Service Payment to the Class Representative (\$10,000); Attorneys' Fees in the amount of \$699,930.00, representing 33.33% of the Gross Settlement Amount; Litigation Costs (not to exceed \$7,500), and the Administration Expenses (not to exceed \$5,000) to be paid to the third-party settlement administrator.

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members. Thirty percent (30%) of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 70% shall constitute interest and exemplary damages ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Incyte will separately contribute amounts to cover the employer payroll taxes owed on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS Form 1099.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by **[[Response Deadline]]** the "Response Deadline."

After the Judgment is final and Incyte has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

The Released Claims include any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Lawsuit with respect to a failure to pay employees all compensation due and failure to provide meal periods and/or rest breaks. The Released Claims specifically include, but are not limited to: any claims, liabilities or causes of action arising out of or relating to any contract, under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; the Washington Minimum Wage Act, RCW Chapter 49.46; the Washington Wage Payment Act, RCW Chapter 49.48; the Washington Wage Rebate Act, RCW 49.52.050; and the Tukwila Minimum Wage Ordinance, Tukwila Mun. Code Chapter 5.63 as well as any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, off-the-clock work, including any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney's fees and costs

3. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

Class Counsel obtained employment information for each Proposed Class Member, including how long they worked for the Defendant and how much they earned. Class Counsel has analyzed that information to determine how much each Proposed Class Member would be owed based on the strength of their respective claims and assuming they were valid. The Individual Class Payments will be calculated based on that analysis as a proportion of the total Net Settlement Amount.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline. If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Release.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in **[[COURTROOM LOCATION]]** of the Spokane Superior Court, located at 1116 West Broadway Avenue #3, Spokane, WA 99260. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, the Class Representative, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Incyte and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, or any other Settlement documents is to go to the following website **[[website]]**. You can also telephone or send an email to Class Counsel or the Settlement Administrator at the addresses below:

Class Counsel

Nicholas J. Ferraro (California State Bar No. 306528)
Lauren N. Vega (California State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 telephone
classactions@ferrarovega.com
ferrarovega.com

Gregory A. Wolk
Rekhi & Wolk, P.S.
529 Warren Avenue N., Ste. 201
Seattle, Washington 98109
(206) 388-5887
websiteinquiry@rekhiwolk.com
www.rekhiwolk.com

Settlement Administrator

Address
Phone
Email
Website

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. Please contact the Administrator at the contact information provided above.

If your check is already void or you have otherwise failed to cash it, it will be provided to the Washington State Department of Revenue's Unclaimed Property program in your name. For more information, please review how to process a claim for your funds with the State of Washington, [WA Unclaimed Property](#).

**DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**

Attachment B

Request for Exclusion Form

Request for Exclusion Form

Randi Sycks v. Incyte Pathology, Inc.
Superior Court of the State of Washington for the County of Spokane
Case No. 24-2-02294-32

By signing and returning this form, I confirm that I do not want to be included in the Settlement or receive a settlement check in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments in this Settlement. To “opt out,” this form must be postmarked no later than **[[Response Deadline]]** and mailed via U.S. Mail to the following address:

Settlement Administrator
Address
Phone
Email
Website

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed settlement or receive an individual settlement check I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)