

If you worked for Providence Health & Services – Washington or its subsidiary entities, a Class Action Settlement may affect your rights.

*A Court authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully.*

- This Notice provides information about a proposed class action settlement (“Settlement”) of a lawsuit brought by Amber Mizell and Courtney Sams (“Plaintiffs”) against Providence Health & Services – Washington (“Providence” or “Defendant”).
- In this case, Plaintiffs claim they and other hourly-paid employees were denied legally compliant rest and meal breaks, were not paid for non-compliant breaks, were not properly paid regular and overtime wages for all time worked, and were subject to wrongful withholding of wages.
- Defendant denies any wrongdoing and denies all the allegations in Plaintiffs’ lawsuit. Defendant resolved this case as a business decision to avoid the risk, cost, and inconvenience of litigation.
- Plaintiffs and Defendant (the “Parties”) have negotiated and reached a proposed Settlement and presented it to the King County Superior Court, which has provided its preliminary approval. If the Settlement is finally approved, Defendant will pay \$17,000,000.00 to cover wage payments and other damages to Class Members; attorneys’ fees, costs, and expenses; settlement administration costs; and a payment to Plaintiffs for their efforts in the case.
- You have the option to participate in the Settlement or not.

SUMMARY OF YOUR RIGHTS AND OPTIONS	
DO NOTHING	If you do nothing, you will receive a settlement payment. In exchange, you will give up (“release”) any rights to sue Defendant separately for any released claims, including those relating to noncompliant rest and meal breaks, wages for all time worked, and willful withholding of wages.
ASK TO BE EXCLUDED	If you ask to be excluded, you will not share in the Settlement funds and you cannot object to any of the terms of Settlement; however, you will keep any right you have to sue (or not sue) Defendant at your own expense.
OBJECT TO THE SETTLEMENT	If you don’t like the Settlement, you may file an objection and tell the Court why. You may also ask to address any concerns at the final approval hearing. If the Court approves the Settlement anyway, you will be bound by it.

- 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 grant final approval of the Settlement. The notice and approval process takes time. Please be patient.

1. Why am I getting this Notice?

You are receiving this “Notice” because Defendant’s records show that you worked as an hourly-paid, non-exempt employee at some point between April 23, 2022, and August 13, 2026 (“Class Period”) for Providence Health & Services – Washington or one of its subsidiary entities. The subsidiary entities include Marcom, Physician Management Group, Providence Centralia Hospital, Providence Centralia Physical Therapy, Providence Dominicare, Providence Elderplace, Providence Emilie Court Assisted Living, Providence Finance, Providence Health Care Region, Providence Holy Family Hospital, Providence Human Resources, Providence Infusion and Pharmacy Services, Providence Marianwood, Providence Medical Group Northwest Washington, Providence Medical Group Southeast Washington, Providence Medical Group Southwest Washington, Providence Mother Joseph Care Center, Providence Mount Carmel Hospital, Providence Mount St. Vincent, Providence Real Estate Strategy and Operations, Providence Regional Medical Center Everett, Providence Sacred Heart Medical Center & Children’s Hospital, Providence St. Joseph Care Center, Providence St. Joseph’s Hospital, Providence St. Mary Medical Center, Providence St. Peter Hospital, Providence Strategic and Management Services, PSCS Divisional Services, Revenue Cycle Business Services, SCS Home Health, SCS Hospice, St. Lukes Rehabilitation Institute, and WAMT Regional Services.

The Court ordered that this Notice be sent to advise you of your rights.

If you **want** to participate, you do not need to do anything. You will automatically be a part of the Settlement and will receive a payment.

If you **do not want** to participate, you must complete and return the form attached to this Notice called a “Request To Be Excluded.”

2. What is this Lawsuit about?

Plaintiffs Amber Mizell and Courtney Sams allege that Defendant failed to provide legally compliant rest and meal breaks, failed to compensate for non-compliant rest and meal breaks, failed to pay regular and overtime wages for all time worked, and wrongfully withheld wages. Defendant denies the allegations in the lawsuit and denies any wrongdoing.

The Honorable Ken Schubert of the King County Superior Court (“Court”) is overseeing this lawsuit, referred to as: *Amber Mizell, et al. v. Providence Health & Services*, Case No. 25-2-16280-0 SEA.

3. What is a Class Action and who represents me?

A “Class Action” is a lawsuit where one individual brings claims on behalf of a group of other similarly situated Class Members. In this case, Plaintiffs bring claims for non-compliant rest and meal breaks, regular and overtime wages for all time worked, wrongful withholding of wages, and other damages and related issues on behalf of themselves and other Class Members.

Plaintiffs are represented by the law firms of Hones Law PLLC and Ackermann & Tilajef, P.C. (“Class Counsel”). The Court has determined that these lawyers are qualified to represent the class. If you want to hire your own lawyer, you may do so at your own expense.

4. Am I a Class Member?

As part of the Settlement, the Court has decided that everyone who fits the following description is a “Class Member”:

Plaintiffs and all hourly-paid, non-exempt Providence Health & Services – Washington employees who worked for Defendant at its Washington State locations at any time since April 23, 2022, through August 13, 2026, but excluding: (1) class claims for non-compliant second meal period and time rounding violations asserted in *Bennett v. Providence Health & Services*; (2) any Swedish Health Services or Swedish Medical Center caregivers to the extent they are covered by settlements in *Callister v. Swedish Health Services, et al.*, and/or *Clark v. Swedish Health Services*; (3) any Swedish Edmonds caregivers to the extent they are covered by claims asserted in *Wallace v. Swedish Edmonds*; and (4) any caregivers to the extent they are covered by the *Prince-Cooke v. Providence Health, et al.*, settlement.

5. What are the reasons for the proposed Settlement?

The Court did not decide in favor of the Plaintiffs or Defendant in this case. Instead, both sides agreed to a Settlement after they exchanged pay and time data, conducted independent research and damages analyses, and engaged an experienced mediator to assist with negotiations.

Plaintiffs and Class Counsel have determined that the Settlement is fair and reasonable and in the best interests of Class Members after considering many factors, including the expense, uncertainty, and delay of further litigation.

Defendant has concluded that further litigation of the case would be burdensome, expensive, and time-consuming. While it denies any wrongdoing, Defendant has agreed to the Settlement to resolve the claims fully and finally.

6. What are the terms for the proposed Settlement?

The following is a summary of the terms of the Settlement. A complete copy of the Settlement Agreement is on file with the Clerk of the Court at the King County Superior Court and is also available from the Administrator as discussed below.

Defendant agrees to pay a total amount of **\$17,000,000.00** (the “Gross Settlement Amount”) to cover the following:

- **Settlement Class Payments.** Under the Settlement, the Parties estimate that well over \$10,000,000.00 (the “Net Settlement Amount”) will be paid to Class Members who decide to participate. The Net Settlement Amount will be allocated to participating Class Members on a pro rata basis, based on W-2 wages paid by Defendant during the Class Period, with a minimum payment of \$25. The exact amount of the individual payments will depend on how many Class Members participate. The amounts paid to Class Members will be allocated as 50% wages, subject to payroll taxes and withholding and reported on an IRS Form W-2, and 50% non-wage interest and damages, which are not subject to payroll taxes and withholding but are reported on an IRS Form 1099.
- **Attorneys’ Fees and Costs.** Class Counsel have been investigating and working on this lawsuit since early 2025 and will continue to work on it through completion but have not yet received any pay for their services. Under the Settlement, Class Counsel may

request an award of attorneys' fees of up to 34% of the Gross Settlement Amount and actual litigation costs up to \$60,000.00. Any award is subject to Court approval.

- **Class Representative Service Awards.** Under the Settlement, Plaintiffs Amber Mizell and Courtney Sams may each request a Service Award up to \$30,000.00 in recognition of their efforts in serving as Class Representatives and in exchange for a general release of all claims.
- **Administration Expenses.** Under the Settlement, administration expenses will be paid from the Gross Settlement Amount, including up to \$100,000.00 for an Administrator Payment for handling settlement logistics, such as issuing Notices and checks and processing payroll taxes and tax forms, and employer-side taxes on wage payments.

7. What is the legal effect of the Settlement?

If it approves the Settlement, the Court will enter a final order dismissing the Lawsuit.

Additionally, the claims of Class Members will be “released” as specified in the Settlement, which defines “Released Claims” as:

All claims that were alleged or that could have been alleged in the Action based on or arising from the facts, circumstances, or allegations in the Complaint from April 23, 2022, until the date of the Preliminary Approval Order, including federal, state, and local claims based on common law, contract, statutes, ordinances, regulations, or other legal or equitable basis, including failure to pay minimum wage or overtime compensation; unpaid time, work hour, and timekeeping violations; failure to provide compliant rest and meal periods; failure to compensate for non-compliant (e.g., missed, short, late, and/or interrupted) rest and meal periods; willful withholding or wage theft; exemplary, liquidated, or double damages; statutory or civil penalties; statutory or prejudgment interest; attorneys' fees; costs and expenses; and other wage and hour violations under RCW Chapters 49.12, 49.46, 49.48, 49.52 and SMC Chapter 14.20. “Released Claims” does not include claims that are not asserted and that could not be asserted based on the facts and circumstances alleged in the Action, including claims for periods after the end of the Class Period; claims for discrimination, retaliation, wrongful termination, unemployment compensation, and worker's compensation; and any claims that may not be lawfully released under this Agreement.

If you participate in the Settlement and receive a payment, you will be bound by this release, meaning you will not be permitted to file a separate lawsuit against Defendant for any of the released claims.

8. What do I need to do to take part in the Settlement? When will I be paid?

If you **want** to participate in the Settlement, you are not required to do anything. If the Court approves the Settlement at a final hearing, and if no appeal is filed, payments will be mailed approximately 75 days after final approval.

9. Can I exclude myself from the Settlement?

Yes. If you **do not want** to participate in the Settlement, you can opt out of or exclude yourself from the case. If you opt out, you will not receive any payment from the Settlement. You will retain your rights under the law and are free to pursue claims, if any, on your own at your own expense.

If you want to be excluded, you must submit a valid Request for Exclusion in writing to the Administrator, postmarked or received by December 14, 2026. To be considered valid, a Request for Exclusion must include your full name and address, a statement that you wish to be excluded from the Settlement (i.e., “I request to be excluded from the class action settlement in *Mizell v. Providence Health & Services - Washington*”), and your signature and date signed. Class Members who are validly excluded from the Settlement (i.e., Non-Participating Class Members) will not receive an Individual Class Payment, will have no right to object to the Settlement, and will not be bound by the release in the Settlement.

10. Can I participate in the Settlement, but object to a term of the Settlement?

Yes, you can participate in the Settlement, but still object to some aspect or term of the Settlement. If you wish to do so, you must submit a **written objection** by December 14, 2026 to the Administrator, the Clerk of the Court, and the following counsel:

Ed Hones, Class Counsel
Re: Mizell v. Providence Class Action
Hones Law PLLC
119 1st Avenue S., Suite 310
Seattle, WA 98104
email: ed@honeslaw.com

AND

Patrick Madden, Defense Counsel
Re: Mizell v. Providence Class Action
Arnold & Porter
1420 5th Avenue, Suite 1400
Seattle, WA 98101

phone: 206-899-5061

email: Patrick.Madden@arnoldporter.com phone: 206-288-0114

and

Brian Denlinger & Avi Kreitenberg, Class Counsel
Re: Mizell v. Providence Class Action
Ackermann & Tilajef, P.C.
2602 North Proctor Street, Suite 205
Tacoma, Washington 98406
email: bd@ackermanntilajef.com
email: ak@ackermanntilajef.com
phone: 253-625-7720

Any written objection must contain your full name, address, telephone number, and email address; the reasons why you object to the Settlement; the name and address of your attorney, if you have retained one; a statement as to whether you or your attorney intend to appear at the final approval hearing; and your or your attorney's signature, including the date signed. If you file a timely objection, you may appear in person at the final approval hearing (date below) to explain your position. You may hire an attorney at your own expense to represent you at this hearing. Only Class Members who object to the proposed Settlement according to these procedures will be permitted to appeal any decision related to the Settlement. Class Members who fail to present objections in the manner outlined in this Notice will have waived the right to object. You may not both object to and exclude yourself from the Settlement. If you submit a Request To Be Excluded, you are not part of this Action and give up the right to object.

11. Can anyone retaliate against me for participating or excluding myself?

No one is permitted to punish you in any way if you choose to participate in or exclude yourself from this Settlement.

12. When will the Court decide whether to approve the Settlement?

On January 22, 2027 at 11:00 a.m. at the King County Superior Court, 516 3rd Ave, Courtroom W-813, Seattle, WA 98104, the Court will conduct a hearing to determine whether the proposed Settlement is fair, adequate, and reasonable. Attorneys for Plaintiffs and Defendant will attend.

NOTE: If you wish to attend the hearing you are welcome to do so, but you are **not** required to attend to receive a settlement payment. If you wish to **speak** at the hearing, you must notify Class Counsel by December 14, 2026.

The date and time of the hearing is subject to change without further notice. Please confirm the date, time, and location with Class Counsel or the Clerk's Office if you wish to attend.

13. How can I obtain more information?

DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.

Any questions you have concerning this Notice or any changes of name or address may be directed to:

Mizell v. Providence Health
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
1(888) 716-1146

More details and a full copy of the Settlement Agreement are available at this website: www.cptgroupcaseinfo.com/ProvidenceHealthSettlement. You may also review and copy pleadings and other records in this litigation at any time during regular office hours at the Office of the Clerk, King County Superior Court in Seattle, Washington.