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CASE #: 25-2-16280-0 SEA

THE HONORABLE KEN SCHUBERT
NOTING DATE: August 13, 2026
Without Oral Argument

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

AMBER MIZELL and **COURTNEY SAMS**, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

PROVIDENCE HEALTH & SERVICES, a Washington Nonprofit Corporation,

Defendant.

Case No. 25-2-16280-0 SEA

CORRECTED ORDER:

(1) GRANTING CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

(2) GRANTING CONDITIONAL APPOINTMENT OF CLASS REPRESENTATIVES, CLASS COUNSEL, SETTLEMENT ADMINISTRATOR

(3) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT;

(4) APPROVING NOTICE AND NOTICE PROCESS; AND

(5) SCHEDULING FINAL APPROVAL HEARING

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This matter having come before the Court on Plaintiffs Amber Mizell's and Courtney Sams' (together "Plaintiffs") unopposed motion on behalf of themselves and a class of hourly caregivers ("Class" and "Class Members") for: (a) preliminary approval of their class action settlement ("Settlement") with Defendant Providence Health & Services – Washington ("Defendant"); (b) conditional certification of the Class for settlement purposes; (c) conditional appointment of Class Representatives, Class Counsel, and a Settlement Administrator; (d) approval of the notice process and form of notice ("Notice") to be sent to Class Members about the Settlement; and (e) the setting of a date for the hearing on final approval of the Settlement. The Court, having read and considered the motion, all exhibits and declarations thereto, the record and files herein, any oral argument by counsel for the Parties, and the law, and good cause appearing therefore,

IT IS HEREBY ORDERED:

1. The following class of persons is certified as the Class in this action solely for the purposes of the Settlement:

> Plaintiffs and all hourly-paid, non-exempt Providence Health & Services - Washington employees who worked for Defendant at its Washington locations at any time since April 23, 2022, through the date of preliminary approval of the Settlement (the "Class Period"), but excluding:
>
> a. Class claims for non-compliant second meal period and time rounding violations asserted in *Bennett v. Providence Health & Services*, King Cty. Sup. Ct. Case No. 21-2-13058-1 SEA;
> b. 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.*, King Cty. Sup. Ct. Case No. 21-2-16148-7 SEA and/or *Clark v. Swedish Health Services*, King Cty. Sup. Ct. Case No. 25-2-23162-3 SEA;
> c. Any Swedish Edmonds caregivers to the extent they are covered by claims asserted in *Wallace v. Swedish Edmonds*, Snohomish Cty. Sup. Ct. Case No. 25-2-01349-31; and
> d. Any caregivers to the extent they are covered by the *Prince-Cooke v. Providence Health, et al.*, King Cty. Sup. Ct. Case No. 23-2-14168-7 KNT, settlement.

2. The proposed Class satisfies the requirements of a settlement class because the Class Members are readily ascertainable, the requirements of CR 23(a) and CR(b)(3) are satisfied

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for purposes of this Settlement and Class, and a well-defined community of interest exists in the questions of law and fact affecting the Parties. The Class includes approximately 30,629 individuals.

3. The Parties' Class Settlement Agreement (the "Settlement") (Decl. of Craig J. Ackermann in Support of Preliminary Approval, **Exhibit 1**) is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Court finds that, given Plaintiffs' claims, the potential defenses raised by Defendant, and the range of other comparable settlements that have received preliminary and final approval by other Washington state and federal courts, the Gross Settlement Amount here of $17,000,000.00 falls within the range of reasonableness for possible final approval as fair, adequate, and reasonable; was the product of arm's-length and informed negotiations between the Parties; and appears to treat all Class Members fairly.

4. The Parties' proposed notice plan is sound because individual Notices will be mailed to all Class Members whose identities are known to the Parties. The Notice will be disseminated according to the notice procedure described in the Settlement and substantially in the form submitted by the Parties. To ensure that the Notice reaches as many Class Members as possible, the Settlement Administrator will take the class data provided by the Parties (which will include each Class Member's name and last-known mailing address) and update the addresses using the National Change of Address database. After doing so, the Settlement Administrator will mail the Notices by first class mail. If any of the Notices are returned by the U.S. Postal Service as undeliverable (i.e., if there is no forwarding address), the Settlement Administrator will perform "skip trace" address searches and will re-mail Notices to Class Members for whom new addresses are provided or are found. Proof of distribution of the Notice will be filed by Plaintiffs at or prior to the final approval hearing. The Parties' proposed Notice (Decl. of Craig J. Ackermann in Support of Preliminary Approval, **Exhibit 2**) is sufficient to inform Class Members of the terms of the Settlement, their rights under the Settlement (including, but not limited to, their right to participate in the Settlement by doing nothing, their right to object to the Settlement, or their right to request to be excluded from the Settlement), and the date and location of the final approval

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hearing. The Notice further advises Class Members that, if they do not elect to exclude themselves from the Settlement, they will receive their pro-rata share of the Net Settlement Amount and will be bound by the release of claims in the Settlement[1] with respect to Defendant and the other Released Parties.[2] The notice plan provides the best notice practicable and, therefore, is approved.

5. Any Class Member who wishes to object to the Settlement, including to Class Counsel's requested attorneys' fees and/or litigation costs or to Plaintiffs' requested Service Awards, has until 90 calendar days after the initial mailing of the Notice to submit a written objection, pursuant to the procedures set forth in the Settlement and Notice.

6. Any Class Member may opt-out of the Settlement by submitting a written request for exclusion from the Settlement no later than 90 calendar days after the initial mailing of the Notice, pursuant to the procedures set forth in the Settlement and Notice.

7. Any Class Member who does not timely submit a written objection that complies with the requirements in the Notice will not be permitted to object or appear at the final approval hearing, will be deemed to have waived and forfeited any objection at the final approval hearing, and will be bound by all proceedings, orders, and judgments of the Court. Any Class Member who wishes to be heard orally at the final approval hearing, either personally or through an attorney, must so state explicitly in the Class Member's written objection as described in the Notice, or the Class Member will not be heard orally. Any objection that is not timely made will be forever

[1] The Released Claims are defined as "any and 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." *See* S.A., ¶ 1.25.

[2] The Released Parties are defined as "Defendant and its current, former, and future parents, subsidiaries, affiliates, alleged joint or dual employers, and related entities as well as all of their current and former officers, directors, vice principals, agents, managers, employees, representatives, insurers, attorneys, and assigns." *See* S.A., ¶ 1.26.

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barred. Any attorney hired by a Class Member at that Class Member's expense for the purpose of making objections must file with the Clerk of the Court, and serve the Parties' counsel, a notice of appearance within 90 calendar days after the initial mailing of the Notice.

8. The Court makes the following appointments: (1) Plaintiffs Amber Mizell and Courtney Sams as Class Representatives; (2) Craig Ackermann, Brian Denlinger, Avi Kreitenberg, and Amanda Lutsock of Ackermann & Tilajef, P.C. and Ed Hones, Ari Robbins Greene, and Anna Michel of Hones Law PLLC as Class Counsel; and (3) CPT Group, Inc. as Settlement Administrator.

9. Defendant is directed to provide the Settlement Administrator with the class data, as specified by paragraph 5.2 of the Settlement Agreement, no later than 20 days after the date of this Order.

10. The Settlement Administrator is directed to mail the approved Notice by first-class regular U.S. mail to the Class Members no later than 30 days after the date of this Order, as specified by paragraph 5.3 of the Settlement Agreement.

11. A final approval hearing will be held via Zoom link https://kingcounty.zoom.us/j/85190398101 on **January 22, 2027 at 11:00 a.m.** to determine whether the Settlement should be granted final approval as fair, reasonable, and adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement and will consider the Class Representatives' request for the Class Representative Service Awards and Class Counsel's request for attorney fees and reimbursement of litigation costs. Class Members and their counsel may oppose the Settlement or the motion for award of the Class Representative Service Awards, the Class Counsel Fees, and Class Counsel Litigation Expenses, if they so desire, as set forth in the Settlement and Notice.

12. Plaintiffs' motion in support of final approval, including any request for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, must be filed no later than nine Court days before the final approval hearing. Any Class Member may appear at the final approval hearing in person or by their own attorney and show cause why the Court should not

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approve the Settlement, or object to the motion for award of the Class Representative Service Awards and/or Class Counsel's requested attorney fees and/or Class Counsel Litigation Expenses.

13. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Class Members, and any person or entity allegedly acting on behalf of Class Members, either directly, representatively, or in any other capacity, are preliminarily enjoined from commencing or prosecuting against the Released Parties any action or proceeding in any court or other forum asserting any of the Released Claims. This injunction is necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and authority to enter judgment when appropriate and is ordered in aid of the Court's jurisdiction and to protect its judgments.

14. If final approval of the Settlement is not granted, the Parties will be returned to the status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered into and no class had been certified for settlement purposes; and thus, this Order and all other findings or stipulations regarding the Settlement and related certification of a Class will be automatically void, vacated, and treated as if they were never filed.

15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

16. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members. The Court may approve the Settlement or, if jointly requested by Plaintiffs and Defendant, modifications to the Settlement without further notice to Class Members. The Court retains jurisdiction to consider all further matters arising out of or in connection with the Settlement. This Action is stayed until further ordered by this Court, except such actions and proceedings that may be necessary to implement the Settlement and this Order.

IT IS SO ORDERED.

DATED: August 13, 2026

E-signature on last page.
HONORABLE JUDGE KEN SCHUBERT

Presented by:

ACKERMANN & TILAJEF, P.C.

/s/Craig J. Ackermann
Craig J. Ackermann, WSBA #53330
Attorneys for Plaintiffs and the Class

HONES LAW PLLC

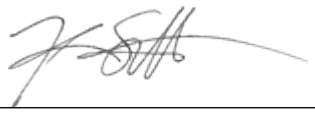
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Judicial Electronic Signature Page

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Judge: Ken Schubert

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