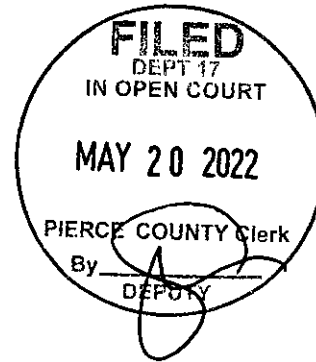


21-2-06585-8 58934189 OR 05-25-22



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

GRETCHEN C. KRALL, individually and on behalf of all those similarly situated,

Plaintiff,

vs.

FRANCISCAN HEALTH SYSTEM, a Washington Public Benefit Corporation

Defendant.

No. 21-2-06585-8

~~PROPOSED~~ ORDER
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS, GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT,
AUTHORIZING NOTICE, AND
SETTING FINAL FAIRNESS HEARING

(CLERK'S ACTION REQUIRED)

This matter came before the Court on Plaintiff's Unopposed Motion for Conditional Settlement Class Certification and Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"). In conjunction with Plaintiff's Motion, Plaintiff has filed a copy of the Parties' signed Class Action Settlement Agreement and Release of Claims (the "Settlement Agreement"), attached as Exhibit 1 to the Declaration of James B. Pizl in support of Plaintiff's Motion.

WHEREAS, the Court has considered Plaintiff's Motion, the Parties' signed Settlement Agreement, and all of the other pleadings, papers, and filings herein;

WHEREAS, as used herein, all terms defined in the Parties' Settlement Agreement shall have the same meaning here; and

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1 WHEREAS, good cause appearing that the Parties' Settlement Agreement is within the
2 range of reasonableness and is presumptively valid,

3 1. NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

4 Pursuant to Washington Superior Court Civil Rule 23(a) and (b)(3), and in conjunction
5 with the Settlement Agreement, the Court hereby certifies this case as a class action, solely for
6 purposes of implementing the Parties' Settlement Agreement, on behalf of the following Proposed
7 Settlement Class and Subclass:

8 The Settlement Class includes:

9 All individuals who were employed by Defendant as outpatient therapist or in other
10 positions with similar duties in Washington State between July 8, 2018 and the date
of the Preliminary Approval. ("Settlement Class Period")

11 The Settlement Subclass includes:

12 All Settlement Class members who worked at least one shift at St. Joseph's Hospital
13 on July 8, 2018 through March 20, 2020, supervised by Deborah Zahnow, and who
did not sign an Hours Worked Acknowledgement. ("Settlement Subclass Period").

14 The Settlement Class and Subclass shall exclude any persons who opt out of the Settlement Class
15 in accordance with the terms of the Settlement Agreement and Paragraph 14 of this Order.

16 2. The Court finds that the prerequisites of CR 23(a) and (b)(3) have been satisfied for
17 the Settlement Class. Specifically, the Court finds as follows:

18 a. The Settlement Class, which consists of approximately 152 individuals, is
19 so numerous that joinder of all members is impracticable. In reaching this conclusion, the
20 Court has considered not just the number of class members, but the interests of judicial
21 efficiency, the relatively small value of many Settlement Class and Subclass Member
22 claims, and other factors relevant to the interest and ability of employees to individually
23 join or bring claims against a current or former employer.

24 b. There are questions of law and fact common to the Settlement Class,
25 including, but not limited to: whether Defendant failed to provide rest breaks and meal
26 periods in compliance with Washington law and whether Defendant failed to compensate

1 with additional wages when meal and rest periods were not provided in compliance with
2 Washington law.

3 c. The claims of the Named Plaintiff are typical of the claims of the Settlement
4 Class and Subclass, and the Named Plaintiff and Class Counsel will fairly and adequately
5 protect the interests of the Settlement Class and Subclass.

6 d. Certification of a Settlement Class and Subclass under CR 23(b)(3) is
7 appropriate because questions of law and fact common to all Settlement Class Members
8 predominate over any questions affecting only individual members, and a class action is
9 superior to other available means for the fair and efficient resolution of this controversy.
10 Such common questions of law and fact include, but are not limited to those identified in
11 subparagraph (b) above.

12 3. Pursuant to CR 23, Named Plaintiff Gretchen C. Krall is hereby appointed and
13 designated, for all purposes, as the Class Representative of the Settlement Class, and James B. Pizl
14 of Entente Law, PLLC is hereby appointed and designated as Class Counsel for the Settlement
15 Class.

16 4. Class Counsel is authorized to act on behalf of the Settlement Class with respect to
17 all acts or consents required by or which may be required pursuant to the Settlement Agreement.

18 5. The Court approves the proposed form and content of the Notice of Proposed
19 Settlement of Class Action ("Class Notice") that is attached as Exhibit A of Exhibit 1 to the
20 Declaration of James B. Pizl.

21 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
22 Administrator responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to IRC
23 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class
24 Members, processing and filing all appropriate tax forms and documents including but not limited
25 to W2s, 1099s, 1120-SF, etc.

1 7. Consistent with the terms of the Settlement Agreement, the Settlement
2 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
3 copy of the Class Notice to each Settlement Class Member no later than twenty-eight (28) calendar
4 days following the date of this Order.

5 8. Pursuant to CR 23, the Court hereby finds and concludes that the form and manner
6 of giving notice by mailing a Class Notice to each individual Settlement Class Member, as required
7 by the Settlement Agreement and by this Order, is the best notice practicable under the
8 circumstances. Said notice procedures fully satisfy the requirements of CR 23(c)(2) and CR 23(e)
9 and the requirements of due process.

10 9. The Court conditionally approves Class Counsel's request for an attorney's fees
11 award of 222,500.00 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
12 of \$5,000.00. This approval is preliminary and is subject to modification at the time of final
13 settlement approval upon a showing of appropriate cause.

14 10. The Court preliminarily approves up to \$15,000 to be paid from the settlement fund
15 to compensate CPT Group Class Action Administrators for its services provided in the
16 administration of the settlement. This approval is preliminary and is subject to modification at the
17 time of final settlement approval upon a showing of appropriate cause.

18 11. The Court preliminarily approves award of an incentive payment of \$7,500.00 to
19 Gretchen C. Krall in recognition of her role in this case and service to the Settlement Class and in
20 recognition that she is providing a full, general release of all claims. This approval is preliminary
21 and is subject to modification at the time of final settlement approval.

22 12. On September 23, 2022 at 9:00 a.m., or as soon thereafter as may be scheduled by
23 the Court, a Final Settlement Approval Hearing shall be held before the Honorable Karena
24 Kirkendoll at the Pierce County Superior Court in Tacoma, Washington, to determine whether the
25 Court should approve the fairness, adequacy and reasonableness of the terms and conditions of the
26

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1 Settlement Agreement and whether the Court should enter the Parties' proposed Final Order and
2 Judgment.

3 13. Plaintiff shall file initial memoranda any final memoranda within 45 calendar days
4 of the date the Settlement Notices are mailed and supplemental memoranda or other papers he may
5 wish to submit in support of the proposed Settlement Agreement no later than seven (7) court days
6 before the Final Settlement Approval Hearing. The initial and supplemental memoranda shall
7 confirm that the mailing of the Class Notice was completed in accordance with the requirements
8 of this Order and provide information concerning the individuals that have opted out of the
9 settlement and any objections received. A draft copy of these pleadings shall be provided to
10 Defendant before filing.

11 14. Any person who is eligible to exclude him or herself from the Settlement Class
12 and/or Subclass under the terms of the Settlement Agreement must do so by following the
13 instructions for requesting exclusion from the Settlement Class and/or Subclass as set forth in the
14 Class Notice. All requests for exclusion from the Settlement Class and/or Subclass must be
15 postmarked, hand-delivered, or emailed to the Settlement Administrator no later than 60 days after
16 the date of mailing of the Class Notice, in accordance with the instructions in the Class Notice and
17 the terms and requirements of the Settlement Agreement, or they shall be deemed void and
18 ineffective.

19 15. Any Settlement Class Member may enter an appearance through counsel of such
20 Settlement Class Member's own choosing and at such Settlement Class Member's own expense.
21 Any Settlement Class Member who does not personally appear or otherwise enter an appearance
22 at the Final Settlement Approval Hearing shall be deemed to be represented by Class Counsel in
23 this litigation as provided above.

24 16. Any Settlement Class Member who has not validly requested exclusion may submit
25 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the
26 addresses provided in the Settlement Notice, a written statement containing the Settlement Class

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1 Member's name, current address, and the substance of his or her objection (including any briefs
2 and supporting papers) no later than 60 days after the date of mailing of the Class Notice. Any
3 Settlement Class Member who presents written objections in the manner prescribed above may
4 also appear personally or through counsel at the Final Settlement Approval Hearing to express the
5 Settlement Class Member's views regarding the Settlement Agreement. Only Settlement Class
6 Members who object to the Settlement Agreement in writing, in person, or by appearance through
7 counsel, in accordance with the procedures set forth in this Order, shall be permitted to appeal or
8 otherwise seek review of this Court's decision approving or rejecting the Settlement Agreement.
9 Failure to follow the procedures for objecting set forth herein shall constitute a waiver of a
10 Settlement Class Member's right to object to the Settlement Agreement.

11 17. Pending this Court's ruling on final approval of the Settlement Agreement, the
12 Named Plaintiff and all Settlement Class Members are enjoined from filing or prosecuting any
13 claims, suits or administrative proceedings regarding claims released in the Settlement Agreement,
14 unless and until the Court's final settlement approval hearing.

15 18. The Final Settlement Approval Hearing, and all dates provided for herein, may,
16 without further notice to the Settlement Class, be continued or adjourned by order of this Court.

17 19. Consistent with the Settlement Agreement, neither this Order, nor the fact or
18 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall
19 they be used as evidence in any proceeding for the purpose of establishing Defendant's liability or
20 wrongdoing.

21 20. In the event the Settlement Agreement does not become effective in accordance
22 with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved,
23 or the Settlement Agreement is terminated, canceled, or fails to become effective for any reason,
24 this Order shall be vacated and rendered null and void, the Settlement Class shall be decertified,
25 and all claims and defenses previously asserted by the Parties shall be reinstated and the Court
26

1 shall enter further appropriate orders governing the proceedings and establishing a revised case
2 schedule in this matter.

3
4 IT IS SO ORDERED this 20 day of May, 2022.

5
6 
7 Honorable Karena Kirkendoll
8 Judge, Pierce County Superior Court

9 Presented by:

10 ENTENTE LAW PLLC

11 s/ James B. Pizl

12 James B. Pizl, WSBA #28969
13 Attorney for Plaintiff

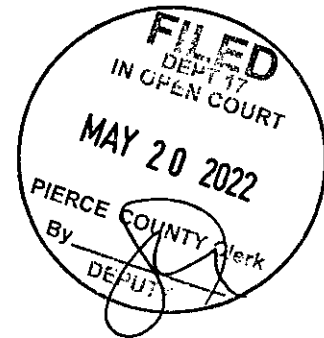
14 Copy Received; Approved as to Form;
15 Notice of Presentation Waived:

16 POLSENELLI PC

17 s/ Donald Samuels {with permission}

18 Donald L. Samuels, WSBA #56214
19 Attorney for Defendant

20 *Per PCLR 7(a)(10) and the COVID-19
21 public health emergency orders, this
22 Order was entered based on the
23 pleadings without oral argument.
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