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KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 24-2-09501-2 SEA

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

CHARLOTTE ZITO and ALECIA
BOWDON, on their own behalf and on the
behalf of all others similarly situated,

Plaintiffs,

v.

RENAL TREATMENT CENTERS - WEST,
INC., a Colorado Corporation,

Defendant.

Case No. 24-2-09501-2 SEA

ORDER:

- (1) GRANTING CONDITIONAL
CERTIFICATION OF
SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF
SETTLEMENT;**
- (2) APPROVING NOTICE AND
RELATED MATERIALS;**
- (3) APPOINTING SETTLEMENT
ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL APPROVAL
HEARING**

1 **ORDER GRANTING PRELIMINARY APPROVAL**

2 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3 The motion filed by Charlotte Zito (“Plaintiff Zito”) and Plaintiff Alisha Bawdon¹
4 (“Plaintiff Bowden”) (together, “Plaintiffs”) on behalf of themselves and all others similarly
5 situated, for preliminary approval of a class action settlement with Renal Treatment Centers -
6 West, Inc. (“Defendant”), seeking conditional certification of a settlement class in this action,
7 preliminary approval of the Parties’ proposed Settlement, approval of the notice to be sent to
8 Settlement Class Members about the Settlement, and the setting of a date for the hearing on final
9 approval of the Settlement, came before the Court for consideration. The Court, having read and
10 considered the papers on the motion, the arguments of counsel, and the law, and good cause
11 appearing therefore,

12 **IT IS SO ORDERED:**

13 1. The following Settlement Class is conditionally certified for purposes of settlement
14 only:

15 All individuals employed by Defendant Renal Treatment Centers -
16 West, Inc. (“Defendant”) in hourly-paid, non-exempt positions in
17 the State of Washington at any time during the period from April 30,
 2021, through May 16, 2025 (“Settlement Class Period”).

18 2. The proposed Settlement Class satisfies the requirements of a settlement class
19 because the Settlement Class Members are readily ascertainable, and a well-defined community of
20 interest exists in the questions of law and fact affecting the Parties. The Settlement Class includes
21 approximately 229 individuals.

22 3. The Parties’ Settlement Agreement (the “Settlement”) (Decl. of Douglas Han in
23 Support of Preliminary Approval, **Exhibit 1**) is granted preliminary approval as it meets the criteria
24 for preliminary settlement approval. The Court finds that, given the potential defenses raised by
25 Defendant, and the range of other comparable settlements that have received preliminary and final
26 approval by other Washington state and federal courts, the Gross Settlement Amount here of
27

28 ¹ Plaintiff Alisha Bawdon is incorrectly identified as “Alecia Bowdon” in the case style. For purposes of the Motion
for Preliminary Approval, the legal spelling of her name will be used throughout.

1 \$575,000 falls within the range of possible final approval as fair, adequate and reasonable, was the
2 product of arm's-length and informed negotiations between the Parties, and appears to treat all
3 Settlement Class Members fairly.

4 4. The Parties' proposed Notice plan is constitutionally sound because individual
5 notices will be mailed to all Settlement Class Members whose identities are known to the Parties.
6 The Notice will be disseminated according to the notice procedure described in the Settlement and
7 substantially in the form submitted by the Parties. To ensure that the Notice reaches as many
8 Settlement Class Members as possible, the Settlement Administrator will take the class data
9 provided by the Parties (which will include each Settlement Class Member's name, last-known
10 address, telephone number, Social Security number, email address (if known and reasonably
11 accessible), and total W2 wages received from Defendant during the Settlement Class Period)
12 ("Class Data") and update the addresses using the National Change of Address database. After
13 doing so, the Settlement Administrator will mail the Notices by first class mail. If any of the
14 Notices are returned by the U.S. Postal Service as undeliverable (i.e., if there is no forwarding
15 address), the Settlement Administrator will perform "skip trace" address searches and will re-mail
16 Notices to Settlement Class Members for whom new addresses are provided or are found. Proof
17 of distribution of the Notice will be filed by the Parties at or prior to the final approval hearing.
18 The Parties' proposed Notice of Settlement (Settlement Agreement, **Exhibit A**) are sufficient to
19 inform Settlement Class Members of the terms of the Settlement, their rights under the Settlement
20 (including, but not limited to, their right to participate in the Settlement by doing nothing, their
21 right to object to the Settlement, their right to dispute their allocated W2 wages paid by Defendant
22 during the Settlement Class Period, or their right to request to be excluded from the Settlement),
23 and the date and location of the final approval hearing. The Notice further advises Settlement Class
24 Members that, if they do not elect to exclude themselves from the Settlement, they will receive
25 their pro-rata share of the Class Fund and will be bound by the release of claims in the Settlement
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27
28

1 Agreement² with respect to Defendant and the other Released Parties.³ The Notice plan provides
2 the best notice practicable and, therefore, is approved.

3 5. Any Settlement Class Member who wishes to dispute their total W2 wages paid by
4 Defendant during the Settlement Class Period, or to object to the Settlement, including to Class
5 Counsel requested attorneys' fees and/or litigation costs, has until forty-five (45) days after the
6 mailing of the Notice to dispute their W2 wages, or to submit a written objection, pursuant to the
7 procedures set forth in the Notice.

8 6. Any Settlement Class Member may opt-out of the Settlement by submitting a
9 written request for exclusion from the Settlement no later than forty-five (45) days after the mailing
10 of the Notice, pursuant to the procedures set forth in the Notice.

11 7. Any Settlement Class Member who does not timely submit a written objection that
12 complies with the requirements in the Notice shall not be permitted to object or appear at the final
13 approval hearing, shall be deemed to have waived and forfeited any objection at the final approval
14 hearing, and shall be bound by all proceedings, orders, and judgments of the Court. Any Settlement
15 Class Member who wishes to be heard orally at the final approval hearing, either personally or
16 through an attorney, must so state explicitly in the Settlement Class Member's written objection
17 as described in the Notice, or the Settlement Class Member will not be heard orally. Any objection
18 that is not timely made shall be forever barred. Any attorney hired by a Settlement Class Member
19 at that Settlement Class Member's expense for the purpose of making objections must file with
20

21 _____
22 ² The Released Claims are defined as "any and all claims, whether known or unknown, that were asserted in the
23 Complaint, or that could have been asserted based on the facts alleged in the Complaint, as they pertain to the work
24 performed by the Settlement Class Members on behalf of Defendant, including, but not limited to, any claims based
25 on: (A) an alleged failure to pay for all hours worked; (B) any alleged missed or non-compliant meal periods; and (C)
26 any alleged missed or non-compliant rest breaks. The Released Claims specifically include, but are not limited to, any
claims arising out of or relating to: (i) any alleged unpaid hours worked; (ii) any missed, interrupted, shortened,
untimely, unpaid, and/or non-compliant rest breaks and/or meal periods; and (iii) any attendant claims for unpaid
wages, minimum wages, overtime payments, premium payments, paid sick leave, inaccurate wage statements, final
payment/termination pay violations, interest, liquidated damages, exemplary damages, and attorneys' fees and costs
relating to any of the foregoing." See S.A., § VI(1)(s).

27 ³ The Released Parties are defined as "the named Defendant in the Case, Renal Treatment Centers - West, Inc., as
28 well as its parents, subsidiaries, affiliates, and divisions, together with each of their respective past and present
directors, officers, agents, shareholders, members, managers, employees, attorneys, insurers, successors, and assigns."
See S.A., § VI(1)(t).

1 the Clerk of the Court, and serve the Parties' counsel, a notice of appearance within forty-five (45)
2 calendar days of the date of the Notice.

3 8. The Court makes the following appointments: (1) Charlotte Zito and Alisha
4 Bawdon as Class Representatives; (2) Nolan Lim of Nolan Lim Law Firm, PS, and Dean Petitta,
5 Douglas Han, and Shunt Tatavos-Gharajeh of Justice Law Corporation as Class Counsel; and (3)
6 ILYM Group, Inc. as the Settlement Administrator.

7 9. A final approval hearing will be held to determine whether the Settlement should
8 be granted final approval as fair, reasonable, and adequate. The Court will hear all evidence and
9 argument necessary to evaluate the Settlement and will consider the Class Representatives' request
10 for Service and Full Release Awards and Class Counsel's request for Attorneys' Fees and Costs
11 Award. Settlement Class Members and their counsel may oppose the Settlement and/or the motion
12 for awards of the Service and Full Release Awards, the Attorneys' Fees and Costs Award, if they
13 so desire, as set forth in the Notice.

14 10. Plaintiffs' motion in support of final approval, including any request for the
15 Attorneys' Fees Payment and Costs Award, must be filed no later than ten (10) Court days before
16 the final approval hearing. Any Settlement Class Member who timely submits a written objection
17 that complies with the requirements in the Notice may appear at the final approval hearing in
18 person or by his or her own attorney and show cause why the Court should not approve the
19 Settlement, or object to the motion for awards of the Service and Full Release Awards and/or Class
20 Counsel's requested Attorneys' Fees and Costs Award.

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

1 12. If final approval of the Settlement is not granted, the Parties shall be returned to the
2 status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered
3 into; and thus, this Order and all other findings or stipulations regarding the Settlement shall be
4 automatically void, vacated, and treated as if it was never filed.

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

8 14. The Court reserves the right to continue the date of the final approval hearing
9 without further notice to Settlement Class Members. The Court may approve or modify the
10 Settlement without further notice to Settlement Class Members. The Court retains jurisdiction to
11 consider all further matters arising out of or in connection with the Settlement. This Action is
12 stayed until further ordered by this Court, except such actions and proceedings that may be
13 necessary to implement the Settlement and this Order.

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16 ///

15. The Court orders the following implementation schedule for proceedings:

a.	Deadline for Defendant to submit Class Data to Settlement Administrator	No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement
b.	Deadline for Settlement Administrator to mail the Notice of Settlement to the Settlement Class Members	No later than fourteen (14) calendar days after receiving the Class Data
c.	Deadline for the Settlement Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator	No later than forty-five (45) calendar days from the initial mailing of the Notice of Settlement
d.	Deadline for the Settlement Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator if the Notice of Settlement was remailed	No later than an additional fourteen (14) calendar days beyond the Notice Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorneys' Fees and Costs Award, and Service and Full Release Award	No later than ten (10) court days before Final Approval Hearing
f.	Final Approval Hearing	No sooner than thirty (30) days after the Notice Deadline October 2, 2026 at 1 p.m. (or the earliest available date following this date)

Dated:

IT IS SO ORDERED.

By: s/electronically signed and filed _____
Honorable Monica Cary
Judge of King County Superior Court

Presented by:

NOLAN LIM LAW FIRM, PS

/s/Nolan Lim

Nolan Lim, WSBA #36830

Co-counsel for Plaintiffs and the Class

JUSTICE LAW CORPORATION

/s/ Douglas Han

Douglas Han, WSBA #59429

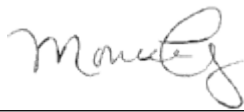
Shunt Tatavos-Gharajeh, WSBA #59424

Dean Petitta, WSBA #58295

Co-Counsel for Plaintiffs and the Class

**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 24-2-09501-2 SEA
Case Title: ZITO ET ANO VS RENAL TREATMENT CENTERS WEST
Document Title: Order
Date Signed: 05/14/2026

A handwritten signature in cursive script, appearing to read "Monica Cary", positioned above a horizontal line.

Judge: Monica Cary

Key/ID Number: *373075156*
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