

GRAYS HARBOR
COUNTY SUPERIOR COURT - THE STATE OF WASHINGTON

If you worked for Grays Harbor Community Hospital, 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 of a Lawsuit brought by Madeline Anderson (Plaintiff) against Grays Harbor Community Hospital (Defendant).
- Plaintiff claims Defendant failed to provide legally required rest and meal breaks or additional compensation for missed rest and meal breaks to her and the putative class members. She also alleges that Defendant failed to pay her and the putative class members for all hours worked.
- Defendant denies any wrongdoing and denies all the allegations in Plaintiff's Lawsuit. Defendant resolved this case as a business decision to avoid the risk, cost, and inconvenience of litigation.
- Plaintiff and Defendant (the Parties) have reached a proposed Settlement and have presented it to the Grays Harbor County Superior Court for approval. If the Settlement is approved, Defendant will pay \$2,100,000 to cover: payments to Class Members; attorneys' fees and costs; administrative fees; and payment to Plaintiff for her 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 claims related to meal breaks, rest breaks, or unpaid work time.
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 rights you have to sue (or not sue) Defendant at your own expense.
OBJECT TO THE SETTLEMENT	If you don't like the Settlement, you can file an objection and tell the Court why. If the Court approves the Settlement anyway, you will be bound by it.

1. Why am I getting this notice?

You are receiving this notice because Defendant's records show that you worked for Defendant as an hourly-paid employee in Washington state at some point between January 8, 2021, and May 25, 2024.

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?

Plaintiff alleges that Defendant failed to provide legally required rest and meal breaks and/or additional compensation for missed rest and meal breaks to herself and the putative class members. She also alleges that Defendant did not pay her and the putative class members for all hours worked. Defendant denies all allegations in the Lawsuit and denies any wrongdoing.

The Honorable Vini E. Samuel of the Grays Harbor County Superior Court is overseeing this Lawsuit, referred to as: *Anderson v. Grays Harbor Community Hospital*, Grays Harbor County Superior Court, Case No. 24-2-00013-14.

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, Plaintiff brought meal and rest break-related claims on behalf of herself and other hourly-paid workers employed by Defendant in Washington state.

Plaintiff is represented by the law firms of Schroeter Goldmark & Bender and Shanberg Stafford LLP. 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:

Plaintiff and all other individuals who were employed by Grays Harbor Community Hospital in the State of Washington as hourly-paid employees at any time between January 8, 2021, and May 24, 2025.

5. What are the reasons for the proposed Settlement?

The Court has not decided in favor of the Plaintiff or Defendant in this case. Instead, both sides agreed to a Settlement after they exchanged information, conducted their own research, and engaged a neutral mediator to assist with negotiations.

Plaintiff and their attorneys have determined that the Settlement is fair and reasonable and in the best interests of the Class 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 fully resolve the claims against it.

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 Grays Harbor County Superior Court, in Montesano, Washington.

Defendant agrees to pay a total amount of **\$2,100,000** (the Gross Settlement Fund) to cover the following:

- **Settlement Class Payments.** At least \$<<MERGED_EstimatedAward>> (the Net Settlement Fund) will be paid to Class Members who decide to participate. The Net Settlement Fund will be allocated among individual Settlement Class Members on a pro rata basis, on daily hours worked, between January 8, 2021, and May 25, 2024, with a minimum payment of \$10.00 to each Settlement Class Member. The exact amount of the individual payment will depend on how many Class Members participate. For tax purposes, the amounts paid to Class Members will be divided: (i) 25% to back wages, subject to payroll taxes, and reported on a Form W-2; and (ii) 75% to interest and exemplary damages, which is taxable income reported on a Form 1099, but not subject to payroll taxes.
- **Attorneys’ Fees and Costs.** If the Court approves it, the Gross Settlement Fund will be used to pay Plaintiff’s attorneys fees at 25% of the Gross Settlement Fund (\$525,000) plus their out-of-pocket costs, which should not exceed \$15,000. Plaintiff’s attorneys have been investigating this Lawsuit since 2023 and will continue to work on it through completion but have not yet received any compensation for their services.
- **Class Representative Awards.** If the Court approves it, the Gross Settlement Fund will cover an award of up to \$10,000 to Plaintiff Madeline Anderson in recognition of her efforts in serving as Class Representative.
- **Settlement Administrator Fees.** Finally, if approved, the Gross Settlement Fund will be used to pay up to \$11,000 to an experienced administrator, ILYM Group, Inc., to handle Settlement logistics, such as issuing and mailing checks to each Class Member and processing payroll taxes and tax forms.

7. What is the legal effect of the Settlement?

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

Additionally, Defendant will be “released” from meal and rest break-related claims that were or could have been brought in the Lawsuit, as outlined in Section VI.2 of the Parties’ Settlement Agreement (including any attendant claims for wages, exemplary damages, interest, and attorneys’ fees and costs). If you choose to 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 meal or rest break-related claims that accrued between January 8, 2021 and May 25, 2024, including for any alleged missed meal or rest breaks, payment for missed meal or rest breaks, or any other claims or damages related to meal or rest breaks during this period.

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 45 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 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 any possible claims on your own at your own expense.

If you want to be excluded, you must communicate your decision by using the “Request for Exclusion” Form, attached to this notice. Your Form must be received by November 10, 2025.

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** to the Clerk of the Court by November 10, 2025. You must also provide a copy of your written objection to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Any written objection must contain your name, address, phone number, email, and the substance of your objection. If you file a timely objection, you may appear in person at the final hearing (date below) to explain your position. You may hire an attorney at your own expense to represent you at this hearing. Only Settlement Class Members who object to the proposed Settlement according to these procedures will be permitted to appeal any decision related to the Settlement. Settlement Class Members who fail to present objections in the manner outlined in this notice will have waived 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 December 1, 2025, at 8:30 a.m in Department 2 of the Grays Harbor County Superior Court in Montesano, Washington, the Court will conduct a hearing to determine whether the proposed Settlement is fair, adequate, and reasonable. Attorneys for Plaintiff and Defendant will attend.

NOTE: If you wish to attend the hearing you are welcome, but are **not** required to do so. If you wish to **speak** at the hearing, you must notify the Court by November 10, 2025. The date and time of the hearing is subject to change without further notice; please confirm the date/time with the Court 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: Telephone: (888) 250-6810

Email: info@ilymgroup.com

More details and a full copy the Settlement Agreement are available at this website <https://ilymgroup.com/GraysHarborCom>. 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, Grays Harbor County Superior Court, in Montesano, Washington.

REQUEST TO BE EXCLUDED

Please carefully read the notice mailed with this form before you go any further.

Do not fill out this form if you want to participate in the Settlement and receive a payment.

If you **do not** want to participate in the Settlement and receive a payment, please check the box below, sign and date this form, and return it to the address listed here. This Form must be mailed or and or emailed by **November 10, 2025**:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

☐ I want to be **excluded** from the Class Action Settlement in the case *Anderson v. Grays Harbor Community Hospital*, Grays Harbor County Superior Court, Case No. 24-2-00013-14.

PRINT NAME:

SIGNATURE:

ADDRESS:

PHONE:

EMAIL:

DATED:
