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ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND DISMISSING ACTION WITH PREJUDICE - 1 The Honorable Stanley J. Rumbaugh



'JUN 1 3 2025

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

AMBER N. PIZL, individually and on behalf of all those similarly situated,

Plaintiff.

vs.

DEPENDABLE STAFFING AGENCY, LTD, a Washington corporation,

Defendant.

No. 23-2-12099-5

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND DISMISSING ACTION WITH PREJUDICE

THIS MATTER came before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiff's preliminary and final memoranda in support of approval of the Settlement Agreement, and the Declarations of James B. Pizl and Kaylie O'Connor (on behalf of CPT Group Inc.) with Respect to Notification and Administration in support of the proposed settlement. As used herein, all terms defined in the Settlement Agreement shall have the same meaning here. Having considered these materials and statements at the Final Approval Hearing, the Court, being fully advised, has determined that the proposed Settlement Agreement should be approved as fair, adequate, and reasonable. In making this determination, the Court has considered the likelihood of success of both Plaintiff's claims and Defendant's defenses. The Court has also considered the status and extent of the Parties' investigation, research, discovery, and negotiations with respect to Plaintiff's claims and

Defendant's defenses. Finally, the Court finds that all settlement negotiations were conducted in good faith and at arms' length and that there was no collusion. Good cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that:

- 1. The Court's Order Granting Preliminary Approval of Class Action Settlement dated February 14, 2025 ("Preliminary Order"), which incorporates language (1) Certifying the Settlement Class; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is hereby incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").
- 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the members of the Settlement Class previously certified by the Court. All Settlement Class Members are bound by the Settlement Agreement and this Final Judgment.
- 3. The Court hereby approves the Settlement Agreement and finds that it is, in all respects, fair, adequate, and reasonable to the Settlement Class Members.
- 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an individual notice by first-class mail to the last-known address of each Settlement Class Member and by email where an email address was available, provided the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and of the matters set forth therein, including the pendency of the action, the terms of the proposed Settlement Agreement, and the procedure for submitting objections to the Settlement Agreement, to all persons entitled to such notice. The Declaration of Kaylie O'Connor confirms that the Notice was mailed in accordance with the terms of the Settlement Agreement and the Court's Preliminary Order. The Court finds and concludes that said Notice fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the requirements of due process.
- 5. No objections to the Settlement Agreement have been communicated to the Settlement Administrator, Settlement Class Counsel or filed with the Court, and none were raised

- 6. Consistent with the Settlement Agreement, neither this Final Judgment, nor the fact or substance of the Settlement Agreement, shall be considered a concession or admission by or against the Released Parties of any wrongdoing or legal liability.
- 7. The Court finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement.
- 8. The Court finds that Class Counsel's request for an award of attorneys' fees and costs is fair and reasonable, and hereby approves Class Counsel's request for a fees' award in the amount of \$34,500 plus litigation costs of \$4,605.58, which sums shall be paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is in full and final payment of any claim for fees and costs incurred by Class Counsel in this case.
- 9. The Court approves payment in the amount of \$7,500 to Amber N. Pizl as the Named Plaintiff Incentive Award, to be paid by Defendant from the Settlement Amount, in recognition of her services on behalf of the Settlement Class in this action.
- 10. The Court further approves payment in the amount of up to \$10,000 to CPT Group from the Settlement Amount for its services provided in the administration of the Settlement.
- 11. The Parties and the Settlement Administrator are hereby directed to proceed with the settlement payment and administration procedures specified under the terms of the Settlement Agreement. The Parties are hereby authorized, without further approval from the Court, to mutually agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final Judgment, (ii) are consistent with the terms of the Settlement Agreement, and (iii) do not limit the rights of the Settlement Class Members.

- 12. The Court hereby dismisses this action and any and all Released Claims with prejudice as to Amber N. Pizl, and all Settlement Class Members, and without costs or attorneys' fees to any party except as provided under the terms of the Settlement Agreement and this Final Judgment. As used herein, and as set forth in the Settlement Agreement, as it relates to the Settlement Class. The term "Released Claims" means all claims raised or that could have been raised based on the facts alleged in the Class Action Complaint through December 31, 2023. For clarity, this means any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Class Action Complaint, including but not limited to any alleged violations of RCW 49.58.110 by failing to post the wage scale or salary range on any job posting from January 1, 2023, through December 31, 2023.
- 13. Without affecting the finality of this Final Judgment for purposes of appeal, the Court reserves jurisdiction over the Parties as to all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purposes.
- 14. Pending the funding of the settlement amount by Defendant, this case, including all individual and class claims presented thereby, is hereby dismissed, with prejudice.

IT IS SO ORDERED this /3 Day of Tune 2025.

The Honorable Stanley J. Rumbaugh
Judge, Pience Courty Superior Court

JUN 13 2025

By DEDUCE COUNTY, CIE

Matthew R. Heyert, WSBA #43051

Attorneys for Plaintiff

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Received; Approved as to Form; Notice of Presentation Waived: Presented by:

ENTENTE LAW PLLC GOLDFARB & HUCK ROTH RIOJAS, **PLLC**

/s/ Kimberlee L. Gunning /s/ James B. Pizl James B. Pizl, WSBA #28969

Kimberlee L. Gunning, WSBA #35366 R. Omar Riojas, WSBA #35400 Attorneys for Defendant