

The Honorable David Keenan

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

CHARLES MAYS, individually and on behalf
of all those similarly situated,

Plaintiff,

vs.

ARJO INC., a Foreign Profit Corporation, and
DARREL WRIGHT, an individual,

Defendants.

No. 23-2-07913-2 KNT

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 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

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

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

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

6 All individuals employed by Arjo in Washington state at any time from April 28,
7 2020 through December 27, 2023 in hourly-paid positions.

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

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

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

18 b. There are questions of law and fact common to the Settlement Class,
19 including, but not limited to: whether Arjo violated WAC 296-126-092 by failing to
20 provide adequate rest breaks and meal periods to Plaintiff and members of the Settlement
21 Class; and whether Arjo was required to and failed to compensate Plaintiff and members
22 of the Settlement Class with additional wages when rest breaks and meal periods were not
23 provided in compliance with Washington law

24 c. The claims of the Named Plaintiff are typical of the claims of the Settlement
25 Class, and the Named Plaintiff and Class Counsel will fairly and adequately protect the
26 interests of the Settlement Class.

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

7 3. Pursuant to CR 23, Named Plaintiff Charles Mays is hereby appointed and
8 designated, for all purposes, as the Class Representative of the Settlement Class, and James B. Pizl
9 and Entente Law PLLC are hereby appointed and designated as Class Counsel for the Settlement
10 Class.

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

13 5. The Court approves the proposed form and content of the Notice of Proposed
14 Settlement of Class Action (“Class Notice”) that is attached as Exhibit A of Exhibit 1 to the
15 Declaration of James B. Pizl.

16 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
17 Administrator responsible for establishing a Qualified Settlement Fund (“QSF”) pursuant to IRC
18 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class
19 Members, and processing and filing all appropriate tax forms and documents including but not
20 limited to W2s, 1099s, 1120-SF, etc.

21 7. Consistent with the terms of the Settlement Agreement, the Settlement
22 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
23 copy of the Class Notice to each Settlement Class Member no later than twenty-one (21) calendar
24 days following the date of this Order.

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

6 9. The Court conditionally approves Class Counsel's request for an attorneys' fees
7 award of \$43,500 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
8 of \$2,000. This approval is preliminary and is subject to modification at the time of final settlement
9 approval upon a showing of appropriate cause.

10 10. The Court preliminarily approves up to \$3,000 to be paid from the settlement fund
11 to compensate CPT Group Class Action Administrators for its services provided in the
12 administration of the settlement. This approval is preliminary and is subject to modification at the
13 time of final settlement approval upon a showing of appropriate cause.

14 11. The Court preliminarily approves an award of an incentive payment of \$6,500 to
15 Charles Mays in recognition of his role in this case and service to the Settlement Class. This
16 approval is preliminary and is subject to modification at the time of final settlement approval.

17 12. The Court preliminarily approves an award of \$30,000 to Charles Mays for the full
18 release of his known and unknown claims with Defendants. This approval is preliminary and is
19 subject to modification at the time of final settlement approval.

20 13. On April 26, 2024, at 9:00 a.m., a Final Settlement Approval Hearing shall be held
21 before the Honorable Tanya Thorp at the King County Superior Court in Kent, Washington, to
22 determine whether the Court should approve the fairness, adequacy, and reasonableness of the
23 terms and conditions of the Settlement Agreement and whether the Court should enter the Parties'
24 proposed Final Order and Judgment.

1 14. Pursuant to King County Local Court Rules, Plaintiff shall file memoranda or other
2 papers they may wish to submit in support of the proposed Settlement Agreement no later than
3 nine (9) court days before the Final Settlement Approval Hearing. The memoranda shall confirm
4 that the mailing of the Class Notice was completed in accordance with the requirements of this
5 Order and provide information concerning the individuals that have opted out of the settlement
6 and any objections received. A draft copy of these pleadings shall be provided to Defendants
7 before filing.

8 15. Any person who is eligible to exclude him or herself from the Settlement Class
9 under the terms of the Settlement Agreement must do so by following the instructions for
10 requesting exclusion as set forth in the Class Notice. All requests for exclusion from the Settlement
11 Class must be postmarked, hand-delivered, or emailed to the Settlement Administrator no later
12 than forty-five (45) days after the date of mailing of the Class Notice, in accordance with the
13 instructions in the Class Notice and the terms and requirements of the Settlement Agreement, or
14 they shall be deemed void and ineffective.

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

20 17. Any Settlement Class Member who has not validly requested exclusion may submit
21 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the
22 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
23 Member's name, current address, and the substance of his or her objection (including any briefs
24 and supporting papers) no later than forty-five (45) days after the date of mailing of the Class
25 Notice. Any Settlement Class Member who presents written objections in the manner prescribed
26 above may also appear personally or through counsel at the Final Settlement Approval Hearing to

1 express the Settlement Class Member's views regarding the Settlement Agreement. Only
2 Settlement Class Members who object to the Settlement Agreement in writing, in person, or by
3 appearance through counsel, in accordance with the procedures set forth in this Order, shall be
4 permitted to appeal or otherwise seek review of this Court's decision approving or rejecting the
5 Settlement Agreement. Failure to follow the procedures for objecting set forth herein shall
6 constitute a waiver of a Settlement Class Member's right to object to the Settlement Agreement.

7 18. Pending this Court's ruling on final approval of the Settlement Agreement, the
8 Named Plaintiff and all Settlement Class Members are enjoined from filing or prosecuting any
9 claims, suits or administrative proceedings regarding claims released in the Settlement Agreement,
10 unless and until the Court's final settlement approval hearing. As detailed in the Settlement, the
11 Released Claims specifically include, but are not limited to, any claims based on: (A) alleged
12 missed or non-compliant meal periods; and (B) alleged missed or non-compliant rest breaks. The
13 Released Claims specifically include, but are not limited to, any claims arising out of or relating
14 to any alleged unpaid hours worked or any missed, interrupted, shortened, untimely, unpaid, and/or
15 non-compliant rest breaks and/or meal periods, and any attendant claims for unpaid wages,
16 overtime payments, premium payments, interest, liquidated damages, exemplary damages, and
17 attorneys' fees and costs relating to any of the foregoing. The Released Claims specifically include,
18 but are not limited to, violations of the Washington Industrial Welfare Act that were brought or
19 that could have been brought based on any facts alleged in the Case; violations of the Minimum
20 Wage Act that were brought or that could have been brought based on any facts alleged in the
21 Case; and violations of the Wage Rebate Act, that were brought or that could have been brought
22 based on any facts alleged in the Case.

23 19. The additional Released Claims for Named Plaintiff include any and all claims
24 (including, but not limited to, claims for attorneys' fees), demands, losses, damages, injuries
25 (whether personal, emotional, or other), agreements, actions, promises, or causes of action (known
26 or unknown) which he now has or may later discover or which may hereafter exist against the

1 Released Parties, or any of the Released Parties, in connection with or arising directly or indirectly
2 out of or in any way related to any and all matters, transactions, events or other things occurring
3 prior to the date of the Settlement Agreement, including all those arising out of or in connection
4 with his former employment with Arjo or arising out of any events, facts, or circumstances which
5 either preceded, flowed from, or followed the termination of his employment, or which occurred
6 during the course of his employment with Arjo or incidental thereto, and including but not limited
7 to the matters raised in the Case or arising out of any other matter or claim of any kind whatsoever
8 and whether pursuant to common law, statute, ordinance, regulation, or otherwise and including
9 claims of fraud or misrepresentation in the making, negotiation, or execution of the Settlement
10 Agreement. The Released Claims include all those stated in Section VI.9.a. of the Settlement
11 Agreement. Excluded are any claims or rights that cannot be waived by law, including claims that
12 arise after Mays signed the Agreement.

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

15 21. Consistent with the Settlement Agreement, neither this Order, nor the fact or
16 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall
17 they be used as evidence in any proceeding for the purpose of establishing Defendants' liability or
18 wrongdoing or for the purpose of establishing grounds for class certification if the Settlement does
19 not receive final approval.

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

1 IT IS SO ORDERED this _____ day of December, 2023

2
3 The Honorable David Kennan
4 *Judge, King County Superior Court*

5 Presented by:

Received; Approved as to Form;
6 Notice of Presentation Waived:

7 ENTENTE LAW PLLC

ICE MILLER LLP

8 s/ James B. Pizl
James B. Pizl, WSBA #28969
9 Justin Abbasi, WSBA #53582
Ari Robbins Greene, WSBA #54201
10 *Attorneys for Plaintiff*

s/ Charles Bush {with permission}
Charles Bush, Pro Hac Vice
11 Kayla Earnst, Pro Hac Vice
Devin Smith, WSBA #42219
12 *Attorneys for Defendant*

King County Superior Court
Judicial Electronic Signature Page

Case Number: 23-2-07913-2
Case Title: MAYS VS ARJO INC ET ANO
Document Title: ORDER RE CERTIFYING CLASS
Signed By: David Keenan
Date: December 27, 2023



Judge: David Keenan

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: D4CD579720E4BB8A7E792BCE878FD210340F014A
Certificate effective date: 1/3/2022 3:21:39 PM
Certificate expiry date: 1/3/2027 3:21:39 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="David Keenan:
CCQR2jst7BGY3+AVCKww+Q=="