

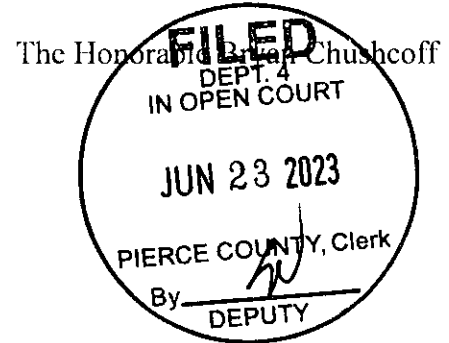
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF PIERCE

JESSICA D. HULSEY and TRAVIS C.  
HANSON, individually and on behalf of all  
those similarly situated,  
  
Plaintiff,

vs.

ASCEND HOSPITALITY GROUP LLC, a  
foreign limited liability company, ELAINA  
MORRIS formerly known as ELAINA  
HERBER, an individual, and PAUL HERBER,  
an individual.  
  
Defendant.

No. 22-2-07550-9

~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND DISMISSING  
ACTION WITH PREJUDICE

(CLERK'S ACTION REQUIRED)

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. 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 (if any), the Court, being fully advised, has determined that the proposed Settlement Agreement should be

1 approved as fair, adequate, and reasonable. In making this determination, the Court has considered  
2 the likelihood of success of both Plaintiff's claims and Defendant's defenses. The Court has also  
3 considered the status and extent of the Parties' investigation, research, discovery, and negotiations  
4 with respect to Plaintiff's claims and Defendant's defenses. Finally, the Court finds that all  
5 settlement negotiations were conducted in good faith and at arms' length and that there was no  
6 collusion. Good cause appearing therefore, it is hereby

7 ORDERED, ADJUDGED AND DECREED that:

8 1. The Court's Order Granting Preliminary Approval of Class Action Settlement  
9 which incorporates language (1) Certifying the Settlement Class; (2) Authorizing Notice; and (3)  
10 Setting Final Fairness Hearing, dated February 17, 2023 ("Preliminary Order") is hereby  
11 incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for Final  
12 Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").

13 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the  
14 members of the Settlement Class and Subclass previously certified by the Court. No Settlement  
15 Class Members have requested exclusion from the proposed Settlement Class, and thus all are  
16 bound by the Settlement Agreement and this Final Judgment.

17 3. The Court hereby approves the Settlement Agreement and finds that it is, in all  
18 respects, fair, reasonable and adequate to the Settlement Class Members.

19 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an  
20 individual notice by first-class mail to the last-known address of each Settlement Class Member,  
21 provided the best notice practicable under the circumstances. The Notice provided due and  
22 adequate notice of these proceedings and of the matters set forth therein, including the pendency  
23 of the action, the terms of the proposed Settlement Agreement, and the procedure for submitting  
24 objections to the Settlement Agreement, to all persons entitled to such notice. The Declaration of  
25 Kaylie O'Connor confirms that the Notice was mailed in accordance with the terms of the  
26 Settlement Agreement and the Court's Preliminary Order. The Court finds and concludes that said

1 Notice fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the requirements of due  
2 process.

3 5. No objections to the Settlement Agreement have been communicated to the  
4 Settlement Administrator, Settlement Class Counsel or filed with the Court, and none were raised  
5 at the Final Approval Hearing. Settlement Class Members who failed to present objections to the  
6 Settlement Agreement are hereby deemed to have waived any such objections and are forever  
7 foreclosed from making any objections to the Settlement or appealing this Final Judgment.

8 6. Consistent with the Settlement Agreement, neither this Final Judgment, nor the fact  
9 or substance of the Settlement Agreement, shall be considered a concession or admission by or  
10 against the Released Parties of any wrongdoing or legal liability.

11 7. The Court finds that Plaintiff and Settlement Class Counsel adequately represented  
12 the Settlement Class for purposes of entering into and implementing the Settlement.

13 8. The Court finds that Settlement Class Counsel's request for an award of attorney's  
14 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel's request for  
15 a fees' award in the amount of \$105,000 plus litigation costs of \$4,687.37, which sums shall be  
16 paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is in  
17 full and final payment of any claim for fees and costs incurred by counsel for Plaintiff and the  
18 Settlement Class in this case.

19 9. The Court further approves payment in the amount of \$7,500.00 each to Jessica  
20 Hulseley and Travis Hanson as the Named Plaintiffs Incentive Award, in addition to their pro rata  
21 share of the Net Settlement Class Fund under the Settlement Agreement, to be paid by Defendant  
22 from the Settlement Amount, in recognition of their services on behalf of the Settlement Class in  
23 this action.

24 10. The Court further approves payment in the amount of up to \$12,000 to CPT Group  
25 from the Settlement Amount for its services provided in the administration of the Settlement.  
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1 11. The Parties and the Settlement Administrator are hereby directed to proceed with  
2 the settlement payment and administration procedures specified under the terms of the Settlement  
3 Agreement. The Parties are hereby authorized, without further approval from the Court, to  
4 mutually agree to and adopt such amendments, modifications and expansions of the Settlement  
5 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final  
6 Judgment, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not  
7 limit the rights of the Settlement Class Members.

8 12. The Court hereby dismisses this action and any and all Released Claims with  
9 prejudice as to Plaintiffs Jessica Hulsey and Travis Hanson and all Settlement Class and Subclass  
10 Members, and without costs or attorneys' fees to any party except as provided under the terms of  
11 the Settlement Agreement and this Final Judgment. As used herein, and as set forth in the  
12 Settlement Agreement, as it relates to the Settlement Class, the term "Released Claims" means any  
13 and all claims, whether known or unknown, that were brought or that could have been brought  
14 based on any facts alleged in the Case with respect to a failure to provide meal periods and/or rest  
15 breaks or a failure to properly disclose automatic fee and/or pay employees all tips, service charges,  
16 and automatic fees. The Released Claims specifically include, but are not limited to, any claims  
17 arising out of or relating to any alleged failure to properly disclose any "Service Charge[s]" (as  
18 that phrase is defined in RCW 49.46.160(2)(c)), any failure to properly pay or distribute any tips,  
19 automatic fees, or service charges, any alleged missed, interrupted, shortened, untimely, unpaid,  
20 and/or non-compliant rest breaks and/or meal periods, and any attendant claims for unpaid wages,  
21 overtime payments, premium payments, interest, exemplary damages, and attorney's fees and  
22 costs relating to any of the foregoing.

23 13. All Settlement Class Members and Plaintiffs Jessica Hulsey and Travis Hanson are  
24 hereby barred and permanently enjoined from maintaining, prosecuting, commencing, or pursuing  
25 any of the Released Claims as set forth in §VI.1(q) and §VI.2 of the Settlement Agreement,  
26 respectively, against any of the Released Parties, and Plaintiff and all Settlement Class Members

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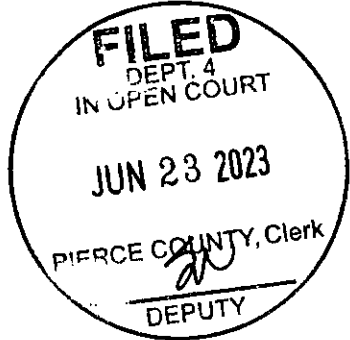
1 shall be conclusively deemed to have released and discharged the Released Parties from any and  
2 all such claims.

3 14. Without affecting the finality of this Final Judgment for purposes of appeal, the  
4 Court reserves jurisdiction over the Parties as to all matters relating to the administration,  
5 consummation, enforcement and interpretation of the Settlement Agreement and the Final  
6 Judgment, and for any other necessary purposes.

7 15. This case, including all individual and class claims presented thereby, is hereby  
8 dismissed, with prejudice. *the court retains jurisdiction to assure compliance*  
*with the class settlement.*

9 IT IS SO ORDERED this 23rd day of June, 2023

10 *Bryan Chushcoff*  
11 The Honorable Bryan Chushcoff  
12 *Judge, Pierce County Superior Court*



13 Presented By:  
14 ENTENTE LAW PLLC  
15 *[Signature]*  
16 James B. Pizl, WSBA #28969  
17 Justin Abbasi, WSBA #53582  
18 Ari Robbins Greene, WSBA #54201  
19 *Attorneys for Plaintiffs*

20 Copy Received; Approved as to Form;  
21 Notice of Presentation Waived:  
22 JACKSON LEWIS PC  
23 s/ Peter H. Nohle {with permission}  
24 Peter H. Nohle, WSBA #35849  
25 *Attorney for Defendants*  
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