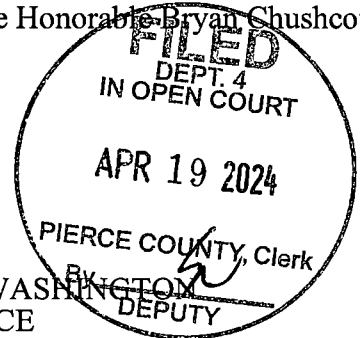




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The Honorable Bryan Chushcoff



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

BAILEY O. STEBBINS, individually and on behalf of all those similarly situated,

Plaintiff,

vs.

BIGHORN FIVE GUYS ACQUISITIONS, LLC, a foreign limited liability company,

Defendant.

No. 23-2-06950-7

~~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 Chantal Soto-Najera on half 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, 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 Plaintiffs' claims and Defendant's defenses. The Court has also considered the status and extent of the Parties' investigation, research, discovery, and negotiations with respect

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

4 ORDERED, ADJUDGED AND DECREED that:

5 1. The Court's Order Granting Preliminary Approval of Class Action Settlement
6 which incorporates language (1) Certifying the Settlement Class; (2) Authorizing Notice; and (3)
7 Setting Final Fairness Hearing, dated January 12, 2024 ("Preliminary Order") is hereby
8 incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for Final
9 Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").
10 This Final Order and Judgment adopts and incorporates the Settlement Agreement, the terms
11 defined therein, and all exhibits thereto.

12 2. The Court held a Final Approval Hearing on April 19, 2024 that was attended by
13 Settlement Class Counsel and Defendant's Counsel. No Settlement Class Members or their
14 parents, guardians, or representatives chose to attend the Final Approval Hearing after being
15 provided with adequate notice, and the Court determines that their presence was not required.

16 3. The Court has jurisdiction over the subject matter of this action, the Parties, and the
17 members of the Settlement Class previously certified by the Court. No Settlement Class Members
18 have requested exclusion from the Settlement Class, and thus all are bound by the Settlement
19 Agreement and this Final Judgment.

20 4. The Court hereby approves the Settlement Agreement, determines that it complies
21 with all requirements of Washington and federal law, and finds that it is, in all respects, fair,
22 reasonable, and adequate to the Settlement Class Members.

23 5. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an
24 individual notice by first-class mail to the last-known address of each Settlement Class Member
25 (or their parent or guardian), provided the best notice practicable under the circumstances. The
26 Notice provided due and adequate notice of these proceedings and of the matters set forth therein,

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1 including the pendency of the action, the terms of the proposed Settlement Agreement, the
2 procedure for submitting objections to and requesting exclusion from the Settlement Agreement,
3 and the right to appear at the Final Approval Hearing, to all persons entitled to such notice. The
4 Declaration of Chantal Soto-Najera confirms that the Notice was mailed in accordance with the
5 terms of the Settlement Agreement and the Court's Preliminary Order. The Court finds and
6 concludes that said Notice fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the
7 requirements of due process.

8 6. The Court finds that the motions and supporting documents filed by Settlement
9 Class Counsel in support of preliminary and final approval of the settlement adequately addresses
10 the applicable requirements of SPR 98.16W(e) with respect to minors who are members of the
11 Settlement Class.

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

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

20 9. The Court finds that Plaintiff and Settlement Class Counsel adequately represented
21 the Settlement Class for purposes of entering into and implementing the Settlement.

22 10. The Court finds that Settlement Class Counsel's request for an award of attorney's
23 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel's request for
24 a fees' award in the amount of \$90,000 plus litigation costs of \$4,256.96, which sums shall be paid
25 out of the Maximum Settlement Amount as provided by the Settlement Agreement. This payment
26

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1 is in full and final payment of any claim for fees and costs incurred by counsel for Plaintiff and
2 the Settlement Class in this case.

3 11. The Court approves payment of a Service Award in the amount of \$7,500 to Bailey
4 Stebbins from the Maximum Settlement Amount in recognition of his role in this case and service
5 to the Settlement Class.

6 12. The Court further approves payment in the amount of \$7,500 to Bailey O. Stebbins
7 from the Maximum Settlement Amount in exchange for a full release of all claims against
8 Defendant, known and unknown.

9 13. The Court further approves payment in the amount of up to \$14,000 to CPT Group
10 from the Maximum Settlement Amount for its services provided in the administration of the
11 Settlement.

12 14. The Parties and the Settlement Administrator are hereby directed to proceed with
13 the settlement payment and administration procedures specified under the terms of the Settlement
14 Agreement. The Court specifically orders the Parties to follow the disbursement method for minors
15 as set out in the Settlement Agreement, which is to pay minors in the same manner as all other
16 Settlement Class Members for consistency and fairness, and in recognition of the fact that the
17 payments resolve disputes over wages and state law authorizes the minors to earn and be paid
18 directly for their wages. The Court finds that this disbursement method complies with SPR 98.16W
19 under the circumstances of this case.

20 15. The Parties are hereby authorized, without further approval from the Court, to
21 mutually agree to and adopt such amendments, modifications and expansions of the Settlement
22 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
23 Judgment, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not
24 limit the rights of the Settlement Class Members.

25 16. The Court hereby dismisses this action and any and all Released Claims against the
26 Released Parties (as defined in sections VI.1(a) and VI.I(s) of the Settlement Agreement) with

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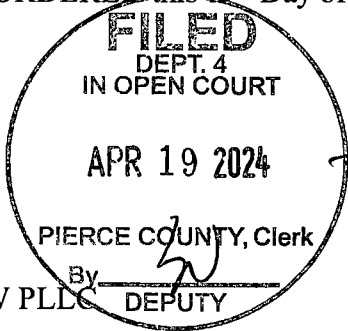
1 prejudice as to Bailey O. Stebbins and all Settlement Class Members, and without costs or
2 attorneys' fees to any party except as provided under the terms of the Settlement Agreement and
3 this Final Judgment.

4 17. All Settlement Class Members and Plaintiff Bailey O. Stebbins are hereby barred
5 and permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the
6 Released Claims as set forth in sections VI.1(s) and VI.2 of the Settlement Agreement,
7 respectively, against any of the Released Parties as set forth in section VI.1(a), in any lawsuit or
8 administrative, regulatory, arbitration, or other individual, class, or collective proceeding, and
9 Plaintiffs and all Settlement Class Members shall be conclusively deemed to have released and
10 discharged the Released Parties from any and all such claims.

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

15 19. This case, including all individual and class claims presented thereby, is hereby
16 dismissed, with prejudice.

17 IT IS SO ORDERED this 19th Day of April, 2024



18 Bryan Chushcoff
19 Honorable Bryan Chushcoff
20 Judge, Pierce County Superior Court

21 Presented By:

21 Copy Received, Approved as to Form;
22 Notice of Presentation Waived

22 ENTENTE LAW PLLC

LITTLER MENDELSON P.C.

23 /s/ James B. Pizl
24 James B. Pizl, WSBA #28969
24 Justin Abbasi, WSBA #53582
25 Ari Robbins Greene, WSBA #54201
26 Attorneys for Plaintiff

/s/ Breanne Martell
Breanne Martell, WSBA #39632
Brian Rho, WSBA #51209
Attorney for Defendant