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IN OPEN COURT
MAY 23 2025
DAVID T. LEWIS III

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

LESLIE KAHN, TAUSHA STAMP, and
ALAINA HICKS, individually and on behalf
of all those similarly situated,

Plaintiffs,

vs.

THE DOCTORS CLINIC, A
PROFESSIONAL CORPORATION, a
Washington Professional Service
Corporation,

Defendants.

No. 23-2-02374-18

~~PROPOSED~~ 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 Tarus Dancy 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, 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 Defendants' defenses. The Court has also considered the

1 status and extent of the Parties' investigation, research, discovery, and negotiations with respect
2 to Plaintiff's claims and Defendants' defenses. Finally, the Court finds that all settlement
3 negotiations were conducted in good faith and at arms' length and that there was no collusion.
4 Good cause appearing therefore, it is hereby

5 ORDERED, ADJUDGED AND DECREED that:

6 1. The Court's Order Granting Preliminary Approval of Class Action Settlement dated
7 January 3, 2025 ("Preliminary Order"), which incorporates language: (1) Certifying the Settlement
8 Class; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is hereby incorporated
9 herein as though fully set forth in this Order Granting Plaintiff's Motion for Final Approval of
10 Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").

11 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the
12 members of the Settlement Class previously certified by the Court. All Settlement Class Members
13 are bound by the Settlement Agreement and this Final Judgment.

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

16 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an
17 individual Notice by first-class mail to the last-known address of each Settlement Class Member
18 and by email where an email address was available, provided the best notice practicable under the
19 circumstances. The Notice provided due and adequate notice of these proceedings and of the
20 matters set forth therein, including the pendency of the action, the terms of the proposed Settlement
21 Agreement, and the procedure for submitting objections to the Settlement Agreement, to all people
22 entitled to such notice. The Declaration of Tarus Dancy confirms that the Notice was mailed in
23 accordance with the terms of the Settlement Agreement and the Court's Preliminary Order. The
24 Court finds and concludes that said Notice fully satisfied the requirements of CR 23(c)(2) and CR
25 23(e) and the requirements of due process.
26

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

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

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

11 8. The Court finds that Class Counsel's request for an award of attorneys' fees and
12 costs is fair and reasonable and hereby approves Class Counsel's request for a fees' award in the
13 amount of \$312,750.00 plus litigation costs of \$8,102.41, which sums shall be paid out of the
14 Settlement Amount as provided by the Settlement Agreement. This payment is in full and final
15 payment of any claim for fees and costs incurred by Class Counsel in this case.

16 9. The Court approves payments in the amount of \$7,500 each to Tausha Stamp,
17 Alaina Hicks and the Estate of Leslie Kahn as the Named Plaintiffs Incentive Awards, to be paid
18 by Defendants from the Settlement Amount, in recognition of their services on behalf of the
19 Settlement Class in this action.

20 10. The Court further approves payment in the amount of \$42,500 to the Estate of
21 Leslie Kahn to be paid by Defendants from the Settlement Amount, in exchange for a full release
22 of all individual claims, known or unknown, pled or unpled in the Case, including, but not limited
23 to, claims relating to her application for employment, employment, and/or cessation of
24 employment.

1 11. The Court further approves payment in the amount of up to \$14,000.00 to CPT
2 Group, Inc., from the Settlement Amount for its services provided in the administration of the
3 Settlement.

4 12. The Parties and the Settlement Administrator are hereby directed to proceed with
5 the settlement payment and administration procedures specified under the terms of the Settlement
6 Agreement. The Parties are hereby authorized, without further approval from the Court, to
7 mutually agree to and adopt such amendments, modifications and expansions of the Settlement
8 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
9 Judgment, (ii) are consistent with the terms of the Settlement Agreement, and (iii) do not limit the
10 rights of the Settlement Class Members.

11 13. The Court hereby dismisses this action and any and all Released Claims with
12 prejudice as to Leslie Kahn, Tausha Stamp and Alaina Hicks, and all Settlement Class Members,
13 and without costs or attorneys' fees to any party except as provided under the terms of the
14 Settlement Agreement and this Final Judgment. As used herein, and as set forth in the Settlement
15 Agreement, as it relates to the Settlement Class, the term "Released Claims" means all claims
16 raised or that could have been raised based on the facts alleged in the Class Action Complaint
17 through March 7, 2024. For clarity, this means any and all claims, whether known or unknown,
18 that were brought or that could have been brought based on any facts alleged in the Case. The
19 Released Claims specifically include but are not limited to any claims arising out of or relating to
20 any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-complaint rest periods
21 and/or meal periods, and any attendant claims for unpaid wages, overtime wages, overtime
22 payments, premium payments, interest, liquidated damages, exemplary damages, tax
23 consequences, and attorneys' fees (including any multiplier) and costs relating to the foregoing.

24 14. All Settlement Class Members and Plaintiffs Leslie Kahn, Tausha Stamp and
25 Alaina Hicks are hereby barred and permanently enjoined from maintaining, prosecuting,
26 commencing, or pursuing any of the Released Claims as set forth in §VI.1(r) and §VI.2 of the

1 Settlement Agreement, respectively, against any of the Released Parties, and Plaintiffs and all
2 Settlement Class Members shall be conclusively deemed to have released and discharged the
3 Released Parties from any and all such claims.

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

8 16. Pending the funding of the settlement amount by Defendants, this case, including
9 all individual and class claims presented thereby, is hereby dismissed, with prejudice.

10
11 IT IS SO ORDERED this 23rd Day of May 2025.

12
13 WILLIAM C. HOUSER

14
15 
The Honorable ~~Cadine Ferguson-Brown~~
Judge, Kitsap County Superior Court

16
17 Presented By:

18 ENTENTE LAW PLLC

19 /s/ James B. Pizl
20 James B. Pizl, WSBA #28969
21 Daniel J. Teimouri, WSBA #47965
22 *Attorneys for Plaintiffs*

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

DAVIS WRIGHT TREMAINE LLP.

23 /s/ Devin M. Smith {with Permission}
24 Devin M. Smith, WSBA #42219
25 Scott Prange, WSBA #53980
26 Emma C. Englund, WSBA # 56178
Attorneys for Defendants