

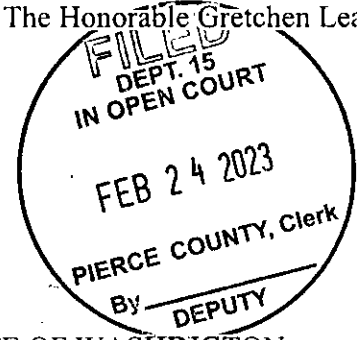
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The Honorable Gretchen Leanderson



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

JEREMIAH DUNN, individually and on behalf
of all those similarly situated,

Plaintiff,

vs.

AAA FIRE PROTECTION INC., a Washington
corporation

Defendant.

No. 22-2-06287-3

~~PROPOSED~~ 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,

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

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

All individuals employed by Defendant as non-exempt technicians in Washington state at any time from May 10, 2019, through January 5, 2023 ("Class Period"), exclusive of any individuals who previously signed a general release agreement and/or class action waiver in favor of AAA Fire Protection Inc.

The Settlement Class shall exclude any persons who opt out of the Settlement Class in accordance with the terms of the Settlement Agreement and Paragraph 14 of this Order.

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

a. The Settlement Class, which consists of approximately 46 individuals, is so numerous that joinder of all members is impracticable. In reaching this conclusion, the Court has considered not just the number of Class members, but the interests of judicial efficiency, the relatively small value of many Settlement Class Member claims, and other factors relevant to the interest and ability of employees to individually join or bring claims against a current or former employer.

b. There are questions of law and fact common to the Settlement Class, including, but not limited to: whether Defendant required to pay wages for time spent by Plaintiff and members of the Settlement Class driving company vehicles from Settlement Class Members' homes to the first customer job of the day and returning from the last customer job of the day; whether Defendant violated WAC 296-126-092 by failing to provide adequate rest breaks and meal periods to Plaintiff and members of the Settlement Class; and whether Defendant was required to and failed to compensate Plaintiff and

1 members of the Settlement Class with additional wages when rest breaks and meal periods
2 were not provided in compliance with Washington law

3 c. The claims of the Named Plaintiff are typical of the claims of the Settlement
4 Class, and the Named Plaintiff and Class Counsel will fairly and adequately protect the
5 interests of the Settlement Class.

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

12 3. Pursuant to CR 23, Named Plaintiff Jeremiah Dunn is hereby appointed and
13 designated, for all purposes, as the Class Representatives of the Settlement Class, and James B.
14 Pizl, Ari Robbins Greene, and Entente Law PLLC are hereby appointed and designated as Class
15 Counsel for the Settlement Class.

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

18 5. The Court approves the proposed form and content of the Notice of Proposed
19 Settlement of Class Action ("Class Notice") that is attached as Exhibit A of Exhibit 1 to the
20 Declaration of James B. Pizl.

21 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
22 Administrator responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to IRC
23 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class
24 Members, processing and filing all appropriate tax forms and documents including but not limited
25 to W2s, 1099s, 1120-SF, etc.
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1 7. Consistent with the terms of the Settlement Agreement, the Settlement
 2 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
 3 copy of the Class Notice to each Settlement Class Member no later than thirty-five (35) calendar
 4 days following the date of this Order.

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

10 9. The Court conditionally approves Class Counsel’s request for an attorneys’ fees
 11 award of 120,000.00 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
 12 of \$5,000.00. This approval is preliminary and is subject to modification at the time of final
 13 settlement approval upon a showing of appropriate cause.

14 10. The Court preliminarily approves up to \$10,500 to be paid from the settlement fund
 15 to compensate CPT Group Class Action Administrators for its services provided in the
 16 administration of the settlement. This approval is preliminary and is subject to modification at the
 17 time of final settlement approval upon a showing of appropriate cause.

18 11. The Court preliminarily approves an award of an incentive payment of \$7,500.00
 19 to Jeremiah Dunn in recognition of his role in this case and service to the Settlement Class. This
 20 approval is preliminary and is subject to modification at the time of final settlement approval.

21 12. On ^{July 21}~~June 30~~, 2023, at 9:00 a.m., a Final Settlement Approval Hearing shall be held
 22 before the Honorable Gretchen Leanderson at the Pierce County Superior Court in Tacoma,
 23 Washington, to determine whether the Court should approve the fairness, adequacy, and
 24 reasonableness of the terms and conditions of the Settlement Agreement and whether the Court
 25 should enter the Parties’ proposed Final Order and Judgment.
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1 13. Pursuant to Pierce County Local Court Rules, Plaintiff shall file memoranda or
2 other papers they may wish to submit in support of the proposed Settlement Agreement no later
3 than seven (7) court days before the Final Settlement Approval Hearing. The memoranda shall
4 confirm that the mailing of the Class Notice was completed in accordance with the requirements
5 of this Order and provide information concerning the individuals that have opted out of the
6 settlement and any objections received. A draft copy of these pleadings shall be provided to
7 Defendant before filing.

8 14. 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 60 days after the date of mailing of the Class Notice, in accordance with the instructions in
13 the Class Notice and the terms and requirements of the Settlement Agreement, or they shall be
14 deemed void and ineffective.

15 15. 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 16. 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 60 days after the date of mailing of the Class Notice. Any
25 Settlement Class Member who presents written objections in the manner prescribed above may
26 also appear personally or through counsel at the Final Settlement Approval Hearing to express the

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

17. Pending this Court's ruling on final approval of the Settlement Agreement, the Named Plaintiff and all Settlement Class Members are enjoined from filing or prosecuting any claims, suits or administrative proceedings regarding claims released in the Settlement Agreement, unless and until the Court's final settlement approval hearing.

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

19. Consistent with the Settlement Agreement, neither this Order, nor the fact or substance of the Settlement Agreement, shall be considered a concession or admission, nor shall they be used as evidence in any proceeding for the purpose of establishing Defendant's liability or wrongdoing.

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

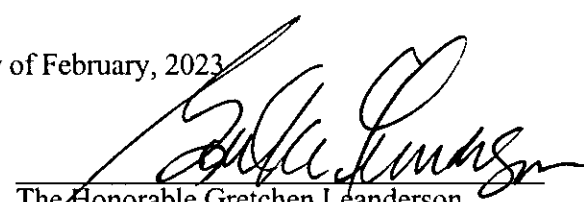
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IT IS SO ORDERED this 24 day of February, 2023

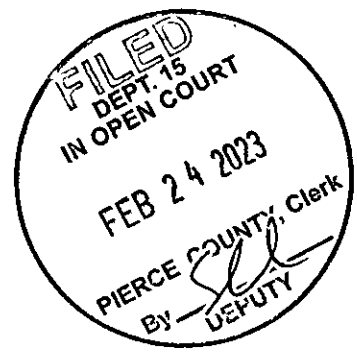

The Honorable Gretchen Leanderson
Judge, Pierce County Superior Court

Presented by:

ENTENTE LAW PLLC

s/ James B. Pizl

James B. Pizl, WSBA #28969
Ari Robbins Greene, WSBA #54201
Attorneys for Plaintiff



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

JACKSON LEWIS PC

s/ Peter H. Nohle {with permission}

Peter H. Nohle, WSBA #35849
Attorney for Defendant