

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

JESSICA L. EUFRACIO, individually and
on behalf of all those similarly situated,

Plaintiff,

vs.

EVERGREEN EYE CENTER, PLLC, a
Washington professional limited liability
company,

Defendant.

No. 22-2-15186-2 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 Plaintiffs’ Motion, Plaintiffs have 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 Defendant and paid on an hourly basis in
7 Washington state at any time from September 20, 2019, through August 18,
8 2023.

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 17 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 273 individuals, is
13 so 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 Defendant 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 Defendant was required to and failed to compensate Plaintiff and
22 members of the Settlement Class with additional wages when rest breaks and meal periods
23 were not provided in compliance with Washington law.

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

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

10 3. Pursuant to CR 23, Named Plaintiff Jessica Eufrazio is hereby appointed and
11 designated, for all purposes, as the Class Representatives of the Settlement Class, and James B.
12 Pizl and Entente Law PLLC are hereby appointed and designated as Class Counsel for the
13 Settlement Class.

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

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

19 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
20 Administrator responsible for establishing a Qualified Settlement Fund (“QSF”) pursuant to IRC
21 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class
22 Members, processing and filing all appropriate tax forms and documents including but not limited
23 to W2s, 1099s, 1120-SF, etc.

24 7. Consistent with the terms of the Settlement Agreement, the Settlement
25 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
26

1 copy of the Class Notice to each Settlement Class Member no later than twenty-one (21) business
2 days following the date of this Order.

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

8 9. The Court conditionally approves Class Counsel's request for an attorneys' fees
9 award of \$217,500 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
10 of \$7,000. This approval is preliminary and is subject to modification at the time of final settlement
11 approval upon a showing of appropriate cause.

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

16 11. The Court preliminarily approves an award of an incentive payment of \$7,500 to
17 Jessica Eufracio in recognition of her role in this case and service to the Settlement Class. This
18 approval is preliminary and is subject to modification at the time of final settlement approval.

19 12. The Court preliminarily approves an award of \$5,000.00 to Jessica Eufracio for the
20 full release of her known and unknown claims with Defendant. This approval is preliminary and
21 is subject to modification at the time of final settlement approval.

22 13. **January 5, 2024, at 9:00 a.m.**, a Final Settlement Approval Hearing shall be held
23 before the Honorable Coreen Wilson at the King County Superior Court in Kent, Washington, to
24 determine whether the Court should approve the fairness, adequacy, and reasonableness of the
25 terms and conditions of the Settlement Agreement and whether the Court should enter the Parties'
26 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 Defendant before
7 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 arising out of or relating to
12 any alleged unpaid hours worked or any missed, interrupted, shortened, untimely, unpaid, and/or
13 non-compliant rest breaks and/or meal periods, and any attendant claims for unpaid wages,
14 overtime payments, premium payments, interest, liquidated damages, exemplary damages, and
15 attorneys' fees and costs relating to any of the foregoing.

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

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

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

1 shall enter further appropriate orders governing the proceedings and establishing a revised case
2 schedule in this matter.

3 IT IS SO ORDERED this _____ day of October, 2023

4
5 _____
6 The Honorable Coreen Wilson
7 *Judge, King County Superior Court*

8 Presented by:

9 ENTENTE LAW PLLC

10 *s/ James B. Pizl*

11 _____
12 James B. Pizl, WSBA #28969
13 Justin Abbasi, WSBA #53582
14 Ari Robbins Greene, WSBA #54201
15 *Attorneys for Plaintiff*

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

18 MCDERMOTT WILL & EMERY LLP

19 */s/ Laurie Baddon {with Permission}*

20 _____
21 Christopher Foster, WSBA #51739
22 Yesenia Gallegos, Pro Hac Vice
23 Laurie Baddon, Pro Hac Vice
24 *Attorneys for Defendant*

King County Superior Court
Judicial Electronic Signature Page

Case Number: 22-2-15186-2
Case Title: EUFRACIO VS EVERGREEN EYE CENTER
Document Title: ORDER RE GRANTING PRELIM APPROVAL
Signed By: Coreen Wilson
Date: October 02, 2023



Judge: Coreen Wilson

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

Certificate Hash: BABF8253831E280FAD890298CF459F3780805FE8
Certificate effective date: 1/18/2023 7:31:49 AM
Certificate expiry date: 1/18/2028 7:31:49 AM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Coreen Wilson:
aA2Eiqkz7RGq3c47Z+2f0A=="