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CASE #: 24-2-23566-3 SEA Honorable David Whedbee
Hearing Date: August 27, 2025
Hearing Time: 11:00am

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

EDITH RAMIREZ, individually and on behalf
of all those similarly situated,

Plaintiff,

vs.

GENIE INDUSTRIES INC, and JOSHUA
GROSS individually, and his marital
community, if any

Defendants.

Case No. 24-2-23566-3 SEA

ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

THIS MATTER came before the Court on Plaintiff's unopposed 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 Ed Hones, Plaintiff's Counsel, and Veronica Olivares 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

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

8 ORDERED, ADJUDGED AND DECREED that:

- 9 1. The Court's Order Granting Preliminary Approval of Class Action Settlement
10 originally dated June 3, 2025 and amended on June 17, 2025 ("Preliminary Order"),
11 which incorporates language (1) Certifying the Settlement Class; (2) Authorizing
12 Notice; and (3) Setting Final Fairness Hearing, is hereby incorporated herein as
13 though fully set forth in this Order Granting Plaintiff's Motion for Final Approval
14 of Class Action Settlement and Dismissing Action with Prejudice ("Final
15 Judgment").
- 16 2. 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. All Settlement
18 Class Members are bound by the Settlement Agreement and this Final Judgment.
- 19 3. The Court hereby approves the Settlement Agreement and finds that it is, in all
20 respects, fair, reasonable, and adequate to the Settlement Class Members.
- 21 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an
22 individual notice by first-class mail to the last-known address of each Settlement
23 Class Member provided the best notice practicable under the circumstances. The
24 Notice provided due and adequate notice of these proceedings and of the matters
25 set forth therein, including the pendency of the action, the terms of the proposed
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1 Settlement Agreement, and the procedure for submitting objections to the
2 Settlement Agreement, to all persons entitled to such notice. The Declaration of
3 Veronica Olivares confirms that the Notice was mailed in accordance with the
4 terms of the Settlement Agreement and the Court's Preliminary Order. The Court
5 finds and concludes that said Notice fully satisfied the requirements of CR 23(c)(2)
6 and CR 23(e) and the requirements of due process.

- 7 5. No objections to the Settlement Agreement have been communicated to the
8 Settlement Administrator, Settlement Class Counsel or filed with the Court, and
9 none were raised at the Final Approval Hearing. Settlement Class Members who
10 failed to present objections to the Settlement Agreement are hereby deemed to have
11 waived any such objections and are forever foreclosed from making any objections
12 to the Settlement or appealing this Final Judgment.
- 13 6. Consistent with the Settlement Agreement, neither this Final Judgment, nor the fact
14 or substance of the Settlement Agreement, shall be considered a concession or
15 admission by or against the Released Parties of any wrongdoing or legal liability.
- 16 7. The Court finds that Plaintiff and Settlement Class Counsel adequately represented
17 the Settlement Class for purposes of entering into and implementing the Settlement.
- 18 8. The Court finds that Settlement Class Counsel's request for an award of attorneys'
19 fees and costs is fair and reasonable and hereby approves Settlement Class
20 Counsel's request for a fees' award in the amount of \$3,000,000.00 plus litigation
21 costs of up to \$15,000.00, which sums shall be paid out of the Settlement Amount
22 as provided by the Settlement Agreement. This payment is in full and final payment
23 of any claim for fees and costs incurred by counsel for Plaintiff and the Settlement
24 Class in this case.
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- 1 9. The Court further approves payment in the amount of \$10,000 to Edith Ramirez as
2 an incentive payment in recognition for her role in this case and service to the
3 Settlement Class, in addition to her pro rata share of the Net Settlement Class Fund
4 under the Settlement Agreement, to be paid by Defendants from the Settlement
5 Amount.
- 6 10. The Court further approves payment in the amount of up to \$20,000 to CPT Group
7 from the Settlement Amount for its services provided in the administration of the
8 Settlement.
- 9 11. The Parties and the Settlement Administrator are hereby directed to proceed with
10 the settlement payment and administration procedures specified under the terms of
11 the Settlement Agreement. The Parties are hereby authorized, without further
12 approval from the Court, to mutually agree to and adopt such amendments,
13 modifications and expansions of the Settlement Agreement and all exhibits thereto
14 as (i) are consistent in all material respects with this Final Judgment, (ii) are
15 consistent with the terms of the Settlement Agreement, and (iii) do not limit the
16 rights of the Settlement Class Members.
- 17 12. The Court hereby dismisses this action and any and all Released Claims with
18 prejudice as to Edith Ramirez and all Settlement Class Members, and without costs
19 or attorneys' fees to any party except as provided under the terms of the Settlement
20 Agreement and this Final Judgment. As used herein, and as set forth in the
21 Settlement Agreement, as it relates to the Settlement Class, the term "Released
22 Claims" means all claims raised or that could have been raised based on the facts
23 alleged in the Class Action Complaint through May 31, 2025. For clarity, this
24 means any and all claims, whether known or unknown, that were brought or that
25 could have been brought based on any facts alleged in the Case with respect to a
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1 failure to provide meal periods and/or rest breaks and failure to pay for all hours
2 worked. The Released Claims specifically include, but are not limited to, any claims
3 arising out of any alleged missed or non-compliant meal periods, alleged missed or
4 non-compliant rest breaks, alleged failure to pay for all hours worked including
5 alleged off-the-clock time, and any attendant claims for unpaid wages, overtime
6 payment, premium payments, interest, exemplary damages, and attorneys' fees and
7 costs relating to any of the foregoing.

8 13. All Settlement Class Members and Plaintiff Edith Ramirez are hereby barred and
9 permanently enjoined from maintaining, prosecuting, commencing, or pursuing
10 any of the Released Claims as set forth in §VI.1(q) of the Settlement Agreement,
11 respectively, against any of the Released Parties, and Plaintiff and all Settlement
12 Class Members shall be conclusively deemed to have released and discharged the
13 Released Parties from any and all such claims.

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

18 15. Pending the funding of the settlement amount by Defendants, this case, including
19 all individual and class claims presented thereby, is hereby dismissed, with
20 prejudice.

21 IT IS SO ORDERED this 27th day of August, 2025

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Judge David Whedbee
24 *King County Superior Court*
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**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 24-2-23566-3 SEA
Case Title: RAMIREZ VS GENIE INDUSTRIES ET ANO
Document Title: Order
Date Signed: 08/27/2025



Judge: David Whedbee

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