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ÖEÜÁKÖEĚĪFĪĚÁÜÖE The Honorable Averil Rothrock

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

BRIAN ROBERTS, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

HARVEST INVESTMENT GROUP INC., a  
Washington company; EDWARD SHEFCHIK  
JR., in his individual capacity, marital  
community, and corporate capacity,

Defendants.

No. 22-2-07616-0 SEA

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;

1           WHEREAS, as used herein, all terms defined in the Parties' Settlement Agreement shall  
2 have the same meaning here; and

3           WHEREAS, good cause appearing that the Parties' Settlement Agreement is within the  
4 range of reasonableness and is presumptively valid,

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

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

10           All individuals who were employed by Harvest Investment Group, Inc.  
11 d/b/a J & L Fabrication in the State of Washington as non-exempt, hourly  
12 shop employees (including individuals employed in the role of Technician,  
13 Fabricator, Fabricator/Technician, Labor, Load Master, and Truckee) at any  
time during the Settlement Class Period (i.e., May 30, 2019 to the date of  
Preliminary Approval).

14           The Settlement Class shall exclude any persons who opt out of the Settlement Class in accordance  
15 with the terms of the Settlement Agreement and Paragraph 15 of this Order.

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

18           a.       The Settlement Class, which consists of approximately 17 individuals, is so  
19 numerous that joinder of all members is impracticable. In reaching this conclusion, the  
20 Court has considered not just the number of Class members, but the interests of judicial  
21 efficiency, the relatively small value of many Settlement Class Member claims, and other  
22 factors relevant to the interest and ability of employees to individually join or bring claims  
23 against a current or former employer.

24           b.       There are questions of law and fact common to the Settlement Class,  
25 including, but not limited to: whether Defendant violated WAC 296-126-092 by failing to  
26 provide adequate rest breaks and meal periods to Plaintiff and members of the Settlement

1 Class; and whether Defendant was required to and failed to compensate Plaintiff and  
2 members of the Settlement Class with additional wages if and when rest breaks and meal  
3 periods were not provided in compliance with Washington law.

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

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

13 3. Pursuant to CR 23, Named Plaintiff Brian Roberts is hereby appointed and  
14 designated, for all purposes, as the Class Representatives of the Settlement Class, and James B.  
15 Pizl and Entente Law PLLC, as well as Gregory Skidmore and Damien Villarreal and Skidmore  
16 Fomina PLLC, are hereby appointed and designated as Class Counsel for the Settlement Class.

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

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

22 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement  
23 Administrator responsible for establishing a Qualified Settlement Fund (“QSF”) pursuant to IRC  
24 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class  
25 Members, processing and filing all appropriate tax forms and documents including but not limited  
26 to W2s, 1099s, 1120-SF, etc.

1           7.       Consistent with the terms of the Settlement Agreement, the Settlement  
2 Administrator is hereby directed to email (if email address is known and reasonably accessible)  
3 and mail, or cause to be mailed, by first-class mail, a copy of the Class Notice to each Settlement  
4 Class Member no later than thirty (30) calendar 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 \$94,990.50 or 33% of the gross Settlement Fund, plus actual and projected litigation costs  
12 of \$5,000. This approval is preliminary and is subject to modification at the time of final settlement  
13 approval upon a showing of appropriate cause.

14          10.       The Court preliminarily approves up to \$5,000 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 to  
19 Brian Roberts 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.       The Court preliminarily approves an award of \$5,000 to Brian Roberts for the full  
22 release of his known and unknown claims with Defendants. This approval is preliminary and is  
23 subject to modification at the time of final settlement approval.

24          13.       On April 5, 2024, at 10:00 a.m., a Final Settlement Approval Hearing shall be held  
25 before the Honorable Averil Rothrock at the King County Superior Court in Kent, Washington, to  
26 determine whether the Court should approve the fairness, adequacy, and reasonableness of the

1 terms and conditions of the Settlement Agreement and whether the Court should enter the Parties'  
2 proposed Final Order and Judgment.

3 14. Pursuant to King County Local Court Rules, Plaintiff shall file memoranda or other  
4 papers they may wish to submit in support of the proposed Settlement Agreement no later than  
5 nine (9) court days before the Final Settlement Approval Hearing. The memoranda shall confirm  
6 that the mailing of the Class Notice was completed in accordance with the requirements of this  
7 Order and provide information concerning the individuals that have opted out of the settlement  
8 and any objections received. A draft copy of these pleadings shall be provided to Defendant before  
9 filing.

10 15. Any person who is eligible to exclude him or herself from the Settlement Class  
11 under the terms of the Settlement Agreement must do so by following the instructions for  
12 requesting exclusion as set forth in the Class Notice. All requests for exclusion from the Settlement  
13 Class must be postmarked, hand-delivered, or emailed to the Settlement Administrator no later  
14 than forty-five (45) days after the date of mailing of the Class Notice, in accordance with the  
15 instructions in the Class Notice and the terms and requirements of the Settlement Agreement, or  
16 they shall be deemed void and ineffective.

17 16. Any Settlement Class Member may enter an appearance through counsel of such  
18 Settlement Class Member's own choosing and at such Settlement Class Member's own expense.  
19 Any Settlement Class Member who does not personally appear or otherwise enter an appearance  
20 at the Final Settlement Approval Hearing shall be deemed to be represented by Class Counsel in  
21 this litigation as provided above.

22 17. Any Settlement Class Member who has not validly requested exclusion may submit  
23 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the  
24 addresses provided in the Settlement Notice, a written statement containing the Settlement Class  
25 Member's name, current address, and the substance of his or her objection (including any briefs  
26 and supporting papers) no later than sixty (60) days after the date of mailing of the Class Notice.

1 Any Settlement Class Member who presents written objections in the manner prescribed above  
2 may also appear personally or through counsel at the Final Settlement Approval Hearing to express  
3 the Settlement Class Member's views regarding the Settlement Agreement. Only Settlement Class  
4 Members who object to the Settlement Agreement in writing, in person, or by appearance through  
5 counsel, in accordance with the procedures set forth in this Order, shall be permitted to appeal or  
6 otherwise seek review of this Court's decision approving or rejecting the Settlement Agreement.  
7 Failure to follow the procedures for objecting set forth herein shall constitute a waiver of a  
8 Settlement Class Member's right to object to the Settlement Agreement.

9 18. Pending this Court's ruling on final approval of the Settlement Agreement, the  
10 Named Plaintiff and all Settlement Class Members are enjoined from filing or prosecuting any  
11 claims, suits or administrative proceedings regarding claims released in the Settlement Agreement,  
12 unless and until the Court's final settlement approval hearing. As detailed in the Settlement, the  
13 released claims specifically include any and all claims, whether known or unknown, that were  
14 brought or that could have been brought based on any facts alleged in the Case and that arose  
15 during the Settlement Class Period, with respect to (1) alleged missed or non-compliant meal  
16 periods; (2) alleged missed or non-compliant rest breaks; (3) alleged unpaid hours worked  
17 (including, but not limited to alleged unpaid travel time and unpaid trackside time on track days);  
18 and (4) alleged unpaid and/or incorrectly calculated overtime. The Released Claims specifically  
19 include, but are not limited to, any and all claims arising out of or relating to any of the foregoing,  
20 as well as any attendant claims for unpaid wages, overtime payments, premium payments, interest,  
21 exemplary damages, liquidated damages, and attorney's fees and costs arising out of or relating to  
22 the same. The release shall cover Defendant Harvest Investment Group, Inc. d/b/a J & L  
23 Fabrication, as well as any of its parent corporations, affiliates, or subsidiaries, as well as each of  
24 their respective officers, directors, members, employees, agents, insurers, and attorneys  
25 (collectively, the "Releasees"). The release shall also cover, and the term Releasees shall also  
26 include, individual Defendant Ed Shefchik, as well as his spouse and any members of his family,

1 as well as his estate, and any other individual or entity who could be jointly or severally liable for  
2 any of the claims alleged in the Case.

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

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

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

16 IT IS SO ORDERED this \_\_\_\_\_ day of November, 2023

17 E-signature attached  
18 \_\_\_\_\_  
The Honorable Averil Rothrock  
19 Judge, King County Superior Court

20 Presented by:

21 ENTENTE LAW PLLC

22 s/ James B. Pizl

23 James B. Pizl, WSBA #28969  
Justin Abbasi, WSBA #53582  
24 Ari Robbins Greene, WSBA #54201  
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SKIDMORE FOMINA PLLC  
Greg Skidmore, WSBA #47462  
Damien Villarreal WSBA #50708

*Attorneys for Plaintiff*  
Copy Received; Approved as to Form;  
Notice of Presentation Waived:

JACKSON LEWIS P.C.

/s/ Peter Nohle  
Peter Nohle, WSBA #35849  
*Attorney for Defendant*



King County Superior Court  
Judicial Electronic Signature Page

Case Number: 22-2-07616-0  
Case Title: ROBERTS VS HARVEST INVESTMENT GROUP INC ET ANO  
Document Title: ORDER RE CONDITIONAL CERTIFICATION  
Signed By: Averil Rothrock  
Date: November 30, 2023



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Judge: Averil Rothrock

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

Certificate Hash: C10120675973E4E5491857AA39D990E0B4836F09  
Certificate effective date: 10/20/2023 1:46:10 PM  
Certificate expiry date: 10/20/2028 1:46:10 PM  
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,  
O=KCDJA, CN="Averil Rothrock:  
4PmK1oJv7hGTJcJ/cjRXTQ=="