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Pierce County Clerk

The Honorable Shelly K. Moss
Hearing Date: February 14, 2025
Hearing Time: 9:00 a.m.

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

SANDRA REBAR, individually and on behalf of
all those similarly situated,

Plaintiff,

vs.

REXAM BEVERAGE CAN COMPANY, a
foreign corporation,

Defendant.

No. 24-2-06797-9

ORDER CONDITIONALLY
CERTIFYING SETTLEMENT CLASS,
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, AUTHORIZING
NOTICE, AND SETTING FINAL
FAIRNESS HEARING

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 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 who were employed by Defendant in the State of Washington and
7 paid on an hourly basis at any time during the Settlement Class Period, March 22,
8 2021, through March 31, 2024, and did not sign a release in exchange for a
severance payment as part of Defendant's plant closure in early 2024.

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

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

13 a. The Settlement Class, which consists of approximately 59 individuals, is so
14 numerous that joinder of all members is impracticable. In reaching this conclusion, the Court has
15 considered not just the number of Class members, but the interests of judicial efficiency, the
16 relatively small value of many Settlement Class Member claims, and other factors relevant to the
17 interest and ability of employees to individually join or bring claims against a current or former
18 employer.

19 b. There are questions of law and fact common to the Settlement Class,
20 including, but not limited to: Whether Defendants failed to create and maintain a process for
21 Plaintiff and members of the putative class to record the occurrence, timing, and duration of meal
22 periods or to report and be paid for missed, untimely, short, or interrupted meal periods?; Whether
23 Defendants failed to create and maintain a process for Plaintiff and members of the putative
24 class to record the occurrence, timing, and duration of rest periods or to report and be paid for
25 missed, untimely, short, or interrupted rest periods?; Whether Defendants were required to keep
26 records of the occurrence, time, and duration of rest periods provided to Plaintiff and members of

1 the putative class?; Whether Defendants failed to keep records of the occurrence, time, and
2 duration of rest periods?; Whether Defendants required Plaintiff and members of the putative class
3 to work greater than three consecutive hours without a rest period?; Whether Defendants failed to
4 ensure Plaintiff and members of the putative class received a compliant rest period of at least ten
5 minutes in length, on the employer's time, for each four hours worked?; Whether Defendants were
6 required to compensate Plaintiff and members of the putative class for an additional ten minutes
7 of work for each instance they required them to work greater than three consecutive hours without
8 a rest period, or in which they failed to ensure Plaintiff and members of the putative class received
9 a compliant rest period of at least ten minutes in length, on the employer's time, for each four
10 hours worked?; Whether Defendants failed to compensate Plaintiff and members of the putative
11 class for an additional ten minutes of work for each instance they required them to work greater
12 than three consecutive hours without a rest period or in which they failed to ensure Plaintiff and
13 members of the putative class received a compliant rest period of at least ten minutes in length, on
14 the employer's time, for each four hours worked?; Whether Defendants failed to provide a
15 compliant meal period of at least thirty minutes for shifts greater than five hours in length?;
16 Whether Plaintiff and members of the putative class worked greater than five consecutive hours
17 without a meal period?; Whether Defendants were required to compensate Plaintiff and members
18 of the putative class for an additional thirty minutes of work for each instance they failed to provide
19 a compliant meal period of at least thirty minutes for shifts greater than five hours in length or
20 required them to work greater than five consecutive hours without a meal period?; Whether
21 Defendants failed to compensate Plaintiff and members of the putative class for an additional thirty
22 minutes of work for each instance they failed to provide a compliant meal period of at least thirty
23 minutes for shifts greater than five hours in length or required them to work greater than five
24 consecutive hours without a meal period?; Whether Defendants failed to compensate Plaintiff and
25 members of the putative class for an additional thirty minutes of work for each instance they failed
26 to provide a second compliant meal period of at least thirty minutes for shifts greater than ten hours

1 in length?; Whether Defendants failed to pay Plaintiff and members of the putative class one and
2 one-half their regular rate of pay for all hours over forty, inclusive of additional wages to
3 compensate for missed or otherwise noncompliant meal or rest periods? and; Whether Defendants
4 acted willfully and with the intent of depriving wages or other compensation?

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

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

13 3. Pursuant to CR 23, Named Plaintiff Sandra Rebar 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 are hereby appointed and designated as Class Counsel for the
16 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 1 to the Declaration of
21 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 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 sixty (60) calendar days
4 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 \$90,000 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
12 of no more than \$1,500. This approval is preliminary and is subject to modification at the time of
13 final settlement approval upon a showing of appropriate cause.

14 10. The Court preliminarily approves up to \$8,500 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 to
19 Sandra Rebar in recognition of the substantial benefits obtained for the Settlement Class through
20 his work as class representatives, the time devoted by him in consulting with counsel about the
21 facts of the case, litigation strategy, and his input and assistance during settlement negotiations at
22 mediation.

23 12. The Court preliminarily approves a full release payment of \$10,000 to Sandra Rebar
24 in exchange for the release of all individual claims, known or unknown, pled or unpled in the case,
25 including, but not limited to, claims relating to her application for employment, employment,
26 and/or cessation of employment.

1 13. On June 27, 2025, at 9:00 a.m., a Final Settlement Approval Hearing shall be held
2 before the Honorable Shelly K. Moss at the Pierce County Superior Court in Tacoma, Washington,
3 to determine whether the Court should approve the fairness, adequacy, and reasonableness of the
4 terms and conditions of the Settlement Agreement and whether the Court should enter the Parties'
5 proposed Final Order and Judgment.

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

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

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

25 17. Any Settlement Class Member who has not validly requested exclusion may submit
26 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the

1 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
2 Member's name, current address, and the substance of his or her objection (including any briefs
3 and supporting papers) no later than forty-five (45) days after the date of mailing of the Class
4 Notice. Any Settlement Class Member who presents written objections in the manner prescribed
5 above may also appear personally or through counsel at the Final Settlement Approval Hearing to
6 express the Settlement Class Member's views regarding the Settlement Agreement. Only
7 Settlement Class Members who object to the Settlement Agreement in writing, in person, or by
8 appearance through counsel, in accordance with the procedures set forth in this Order, shall be
9 permitted to appeal or otherwise seek review of this Court's decision approving or rejecting the
10 Settlement Agreement. Failure to follow the procedures for objecting set forth herein shall
11 constitute a waiver of a Settlement Class Member's right to object to the Settlement Agreement.

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

16 19. The released claims specifically include but are not limited to (1) any claims arising
17 out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-
18 compliant rest breaks and/or meal periods by Settlement Class Members; and (2) any attendant
19 claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages,
20 and attorneys' fees and costs relating to any of the foregoing as they relate to the named Defendant,
21 as well as its respective past, current, or future successors and assigns, together with each of their
22 respective parent companies, subsidiaries, related or affiliated companies, members, shareholders,
23 owners, officers, directors, employees, agents, attorneys, and insurers, along with any other
24 individual or entity who could be jointly or severally liable for any of the claims alleged in this
25 action or released by the parties' Settlement Agreement.

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

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

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

14 IT IS SO ORDERED this 5th day of February 2025

15
16 

17 The Honorable Shelly K. Moss
18 Judge, Pierce County Superior Court

19 Presented by:

20 ENTENTE LAW PLLC

21 /s/ James B. Pizl
22 James B. Pizl, WSBA #28969
23 Daniel J. Teimouri, WSAB #47965
24 Attorneys for Plaintiff

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

JACKSON LEWIS P.C.

21 /s/ Peter H. Nohle {with permission}
22 Peter H. Nohle, WSBA #35849
23 Attorney for Defendant