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12/19/2023



The Honorable ~~James B. Pizl~~ <sup>John Chushcoff</sup>  
 IN OPEN COURT  
**FILED**  
 DEC 15 2023  
 PIERCE COUNTY, Clerk  
 By *[Signature]*  
 DEPUTY

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

ROBERT W. STONE, individually and on  
 behalf of all those similarly situated,  
 Plaintiff,  
 vs.  
 SME SOLUTIONS LLC, a foreign limited  
 liability company  
 Defendant.

No. 22-2-08472-9  
~~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 persons who are/were employed by SME Solutions LLC in positions performing onsite services in Washington state at any time from August 30, 2019 through November 15, 2023. Positions include, but are not limited to, certified service technicians, line testers, certified electricians, plumbers, factory certified electronic technicians, or individuals in positions performing similar functions.

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 15 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 80 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; whether Defendant was required to compensate Plaintiff and members of the putative class for their continuous workday including for reviewing and confirming job assignments and for driving company vehicles transporting waste materials and supplies from their home to Defendant's location and from Defendant's location home; whether Defendant violated WAC 296-126-092 by failing to provide adequate rest breaks and meal periods to Plaintiff and members of the Settlement

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

4 c. The claims of the Named Plaintiff are 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 (b)  
12 above.

13 3. Pursuant to CR 23, Named Plaintiff Robert W. Stone is hereby appointed and  
14 designated, for all purposes, as the Class Representative of the Settlement Class, and James B. Pizl  
15 and Entente Law PLLC are hereby appointed and designated as Class Counsel for the Settlement  
16 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 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 twenty-one (21) 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 \$150,000 or 30% of the gross Settlement Fund, plus actual and projected litigation costs  
12 of \$8,000.00. 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 \$10,000 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 Robert W. Stone 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. April 19, 2024, at 9:00 a.m., a Final Settlement Approval Hearing shall be held  
22 before the Honorable Bryan Chushcoff 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 sixty (60) 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 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 sixty (60) days after the date of mailing of the Class Notice.  
25 Any Settlement Class Member who presents written objections in the manner prescribed above  
26 may also appear personally or through counsel at the Final Settlement Approval Hearing to express

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

7 17. 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  
 12 to any alleged unpaid travel time and other hours worked, alleged unlawful deductions from wages;  
 13 alleged underpaid statutory overtime, or any alleged missed, interrupted, shortened, untimely,  
 14 unpaid, and/or non-compliant rest breaks and meal periods, as well as any attendant claims for  
 15 unpaid wages, overtime payments, premium payments, interest, liquidated or double damages,  
 16 exemplary damages, and attorneys’ fees and costs relating to any of the foregoing. Released claims  
 17 also include, but are not limited to, claims arising under the Washington Minimum Wage Act;  
 18 Washington Wage Rebate Act; Washington Wage Payment Act; and Washington Industrial  
 19 Welfare Act.


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

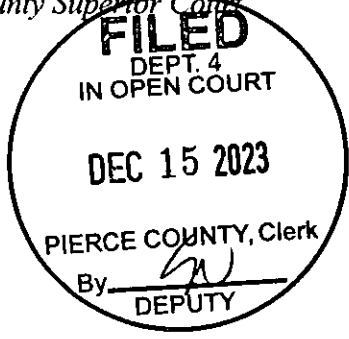
22 19. Consistent with the Settlement Agreement, neither this Order, nor the fact or  
 23 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall  
 24 they be used as evidence in any proceeding for the purpose of establishing Defendant’s liability or  
 25 wrongdoing.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

IT IS SO ORDERED this 15 day of December, 2023

  
The Honorable Bryan Chushicoff  
Judge, Pierce County Superior Court



Presented by:

ENTENTE LAW PLLC

s/ James B. Pizl

James B. Pizl, WSBA #28969  
Justin Abbasi, WSBA #53582  
Ari Robbins Greene, WSBA #54201  
*Attorneys for Plaintiff*

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

Gordon Rees Scully Mansukhani

/s/ Nicole E. Demmon

Nicole E. Demmon, WSBA #45322  
Callie Lee, WSBA #58783  
*Attorneys for Defendant*