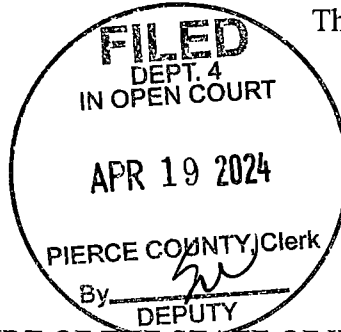




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The Honorable Brian Chuchcoff
Hearing Date: April 19, 2024
Hearing Time: 9:00 a.m.

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, a foreign limited liability
company,

Defendant.

No. 22-2-08472-9

ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
DISMISSING ACTION WITH PREJUDICE

(CLERK'S ACTION REQUIRED)

THIS MATTER came before the Court on Plaintiff's 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 James B. Pizl and Chantal Soto-Najera 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 should be approved as fair, adequate, and reasonable. In making this determination, the Court has considered the likelihood of success of both Plaintiff's claims and Defendant's defenses. The Court has also considered the

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1 status and extent of the Parties' investigation, research, discovery, and negotiations with respect
2 to Plaintiff's claims and Defendant's defenses. Finally, the Court finds that all settlement
3 negotiations were conducted in good faith and at arms' length and that there was no collusion.
4 Good cause appearing therefore, it is hereby

5 ORDERED, ADJUDGED AND DECREED that:

6 1. The Court's Order Granting Preliminary Approval of Class Action Settlement dated
7 December 15, 2023 ("Preliminary Order"), which incorporates language (1) Certifying the
8 Settlement Class and Subclass; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is
9 hereby incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for
10 Final Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final
11 Judgment").

12 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the
13 members of the Settlement Class previously certified by the Court. No Settlement Class Members
14 have requested exclusion from the proposed Settlement Class. All Settlement Class Members are
15 bound by the Settlement Agreement and this Final Judgment.

16 3. The Court hereby approves the Settlement Agreement and finds that it is, in all
17 respects, fair, reasonable, and adequate to the Settlement Class Members.

18 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an
19 individual notice by first-class mail to the last-known address of each Settlement Class Member
20 and by email where an email address was available, provided the best notice practicable under the
21 circumstances. The Notice provided due and adequate notice of these proceedings and of the
22 matters set forth therein, including the pendency of the action, the terms of the proposed Settlement
23 Agreement, and the procedure for submitting objections to the Settlement Agreement, to all
24 persons entitled to such notice. The Declaration of Chantal Soto-Najera confirms that the Notice
25 was mailed in accordance with the terms of the Settlement Agreement and the Court's Preliminary
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1 Order. The Court finds and concludes that said Notice fully satisfied the requirements of CR
2 23(c)(2) and CR 23(e) and the requirements of due process.

3 5. No objections to the Settlement Agreement have been communicated to the
4 Settlement Administrator, Settlement Class Counsel or filed with the Court, and none were raised
5 at the Final Approval Hearing. Settlement Class Members who failed to present objections to the
6 Settlement Agreement are hereby deemed to have waived any such objections and are forever
7 foreclosed from making any objections to the Settlement or appealing this Final Judgment.

8 6. Consistent with the Settlement Agreement, neither this Final Judgment, nor the fact
9 or substance of the Settlement Agreement, shall be considered a concession or admission by or
10 against the Released Parties of any wrongdoing or legal liability.

11 7. The Court finds that Plaintiff and Settlement Class Counsel adequately represented
12 the Settlement Class for purposes of entering into and implementing the Settlement.

13 8. The Court finds that Settlement Class Counsel's request for an award of attorneys'
14 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel's request for
15 a fees' award in the amount of \$150,000 plus litigation costs of \$4,869.78, which sums shall be
16 paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is in
17 full and final payment of any claim for fees and costs incurred by counsel for Plaintiff and the
18 Settlement Class in this case.

19 9. The Court further approves payment in the amount of \$7,500 to Robert W. Stone
20 as the Named Plaintiff's Incentive Award, in addition to their pro rata share of the Net Settlement
21 Class Fund under the Settlement Agreement, to be paid by Defendant from the Settlement Amount,
22 in recognition of his services on behalf of the Settlement Class in this action.

23 10. The Court further approves payment in the amount of up to \$10,000 to CPT Group
24 from the Settlement Amount for its services provided in the administration of the Settlement.

25 11. The Parties and the Settlement Administrator are hereby directed to proceed with
26 the settlement payment and administration procedures specified under the terms of the Settlement

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1 Agreement. The Parties are hereby authorized, without further approval from the Court, to
2 mutually agree to and adopt such amendments, modifications and expansions of the Settlement
3 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
4 Judgment, (ii) are consistent with the terms of the Settlement Agreement, and (iii) do not limit the
5 rights of the Settlement Class Members.

6 12. The Court hereby dismisses this action and any and all Released Claims with
7 prejudice as to Robert W. Stone and all Settlement Class Members, and without costs or attorneys'
8 fees to any party except as provided under the terms of the Settlement Agreement and this Final
9 Judgment. As used herein, and as set forth in the Settlement Agreement, as it relates to the
10 Settlement Class, the term "Released Claims" means all claims raised or that could have been
11 raised based on the facts alleged in the Class Action Complaint through November 15, 2023. For
12 clarity, this means any and all claims, whether known or unknown, that were brought or that could
13 have been brought based on any facts alleged in the Case with respect to any alleged unpaid travel
14 time and other hours worked; alleged unlawful deductions from wages; alleged underpaid statutory
15 overtime; or alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant meal
16 periods and/or rest breaks. The Released Claims also include any attendant claims for unpaid
17 wages, overtime payments, premium payments, interest, exemplary damages, and attorney's fees
18 and costs relating to any of the foregoing.

19 13. All Settlement Class Members and Plaintiff Robert W. Stone are hereby barred and
20 permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the
21 Released Claims as set forth in §VI.1(r) and §VI.2 of the Settlement Agreement, respectively,
22 against any of the Released Parties, and Plaintiff and all Settlement Class Members shall be
23 conclusively deemed to have released and discharged the Released Parties from any and all such
24 claims.

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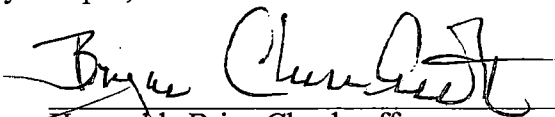
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14. Without affecting the finality of this Final Judgment for purposes of appeal, the Court reserves jurisdiction over the Parties as to all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement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

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

IT IS SO ORDERED this 19th Day of April, 2024


Honorable Brian Chuchcoff
Judge, Pierce County Superior Court

Presented By:

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

ENTENTE LAW PLLC

GORDON REES SCULLY MANSUKHANI

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

/s/ Nicole E. Demmon {with permission}
Nicole E. Demmon, WSBA #45322
Callie Lee, WSBA #58783
Attorneys for Defendant

