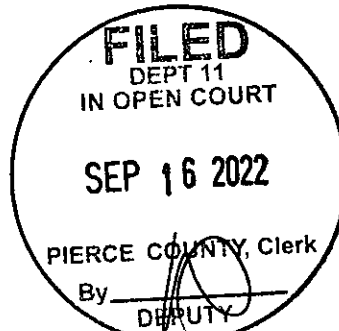




THE HONORABLE SUSAN L. ...



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

IVASHI M. CASTRO, individually and on behalf of all those similarly situated,

Plaintiff,

vs.

SEA MAR COMMUNITY HEALTH CENTERS, a Washington public benefit corporation

Defendant.

No. 20-2-08840-0

[PROPOSED] 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 Erin La Russa on half 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 (if any), 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

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1 Court has also considered the status and extent of the Parties' investigation, research, discovery, and  
2 negotiations with respect to Plaintiff's claims and Defendant's defenses. Finally, the Court finds  
3 that all settlement negotiations were conducted in good faith and at arms' length and that there was  
4 no collusion. 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  
7 which incorporates language (1) Certifying the Settlement Class; (2) Authorizing Notice; and (3)  
8 Setting Final Fairness Hearing, dated May 6, 2022 ("Preliminary Order") is hereby incorporated  
9 herein as though fully set forth in this Order Granting Plaintiff's Motion for Final Approval of  
10 Class Action Settlement and Dismissing Action With Prejudice ("Final Judgment").

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

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

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

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

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

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

11          8.     The Court finds that Settlement Class Counsel's request for an award of attorney's  
12 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel's request for  
13 a fees' award in the amount of \$225,000.00 plus litigation costs of \$2,922.30, which sums shall be  
14 paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is in  
15 full and final payment of any claim for fees and costs incurred by counsel for Plaintiff and the  
16 Settlement Class in this case.

17          9.     The Court further approves payment in the amount of \$7,500.00 to Ivashi Castro as  
18 the Named Plaintiff Incentive Award, in addition to her pro rata share of the Net Settlement Class  
19 Fund under the Settlement Agreement, to be paid by Defendants from the Settlement Amount, in  
20 recognition of his services on behalf of the Settlement Class in this action.

21          10.    The Court further approves payment in the amount of up to \$10,500 to CPT Group  
22 from the Settlement Amount for its services provided in the administration of the Settlement.

23          11.    The Parties and the Settlement Administrator are hereby directed to proceed with  
24 the settlement payment and administration procedures specified under the terms of the Settlement  
25 Agreement. The Parties are hereby authorized, without further approval from the Court, to  
26 mutually agree to and adopt such amendments, modifications and expansions of the Settlement

1 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final  
2 Judgment, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not  
3 limit the rights of the Settlement Class Members.

4 12. The Court hereby dismisses this action and any and all Released Claims with  
5 prejudice as to Plaintiff Ivashi Castro and all Settlement Class Members, and without costs or  
6 attorneys' fees to any party except as provided under the terms of the Settlement Agreement and  
7 this Final Judgment. As used herein, and as provided in the Settlement Agreement, "Released  
8 Claims" means any and all claims, whether known or unknown, that were brought or that could  
9 have been brought based on any facts alleged in the above-captioned action with respect to a failure  
10 to provide meal periods and/or rest breaks. The Released Claims specifically include, but are not  
11 limited to, any claims arising out of or relating to any alleged missed, interrupted, shortened,  
12 untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, including any attendant  
13 claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages,  
14 and attorney's fees and costs.

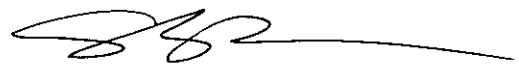
15 13. All Settlement Class Members and Plaintiff Ivashi Castro are hereby barred and  
16 permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the  
17 Released Claims as set forth in §VI.2 of the Settlement Agreement, respectively, against any of  
18 the Released Parties, and Plaintiff and all Settlement Class Members shall be conclusively deemed  
19 to have released and discharged the Released Parties from any and all such claims. As used herein,  
20 and consistent with §VI.1 of the Settlement Agreement, "Released Parties" includes the named  
21 Defendant in this action, Sea Mar Community Health Centers, as well as its past, current, or future  
22 successors and assigns, together with each of their respective parent companies, subsidiaries,  
23 related or affiliated companies, members, shareholders, owners, officers, directors, employees,  
24 agents, attorneys, and insurers, along with any other individual or entity who could be jointly or  
25 severally liable for any of the claims alleged in the action or released by the Settlement Agreement.

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

5 15. This case, including all individual and class claims presented thereby, is hereby  
6 dismissed, with prejudice.

7 IT IS SO ORDERED this 16 day of September, 2022.

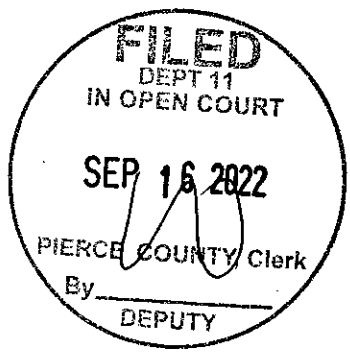


The Honorable Susan B. Adams  
Judge, Pierce County Superior Court

12 Presented by:

13 ENTENTE LAW PLLC

14 /s/ James B. Pizl  
15 \_\_\_\_\_  
16 James B. Pizl, WSBA #28969  
17 Attorney for Plaintiff



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

20 JACKSON LEWIS PC

21 /s/ Peter H. Nohle {with Permission}  
22 \_\_\_\_\_  
23 Peter H. Nohle, WSBA #35849  
24 Jaime M. Heimerl, WSBA #49100  
25 Attorneys for Defendants  
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