

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

VANISHA MONTES, individually and on behalf
of all those similarly situated,

Plaintiff,

vs.

LORI NOGA, DMD AND COLBY
COCKRELL, DMD, PLLC, a Washington
Professional Limited Liability Company,

Defendant.

No. 24-2-12034-9

~~[PROPOSED]~~ 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 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

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

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

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

8 All individuals who are or were employed by Lori Noga, DMD and Colby Cockrell,
9 DMD, PLLC in the State of Washington paid on an hourly basis at any time from
10 October 31, 2021 through December 5, 2024.

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

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

15 a. The Settlement Class, which consists of approximately 166 individuals, is
16 so numerous that joinder of all members is impracticable. In reaching this conclusion, the Court
17 has considered not just the number of Class Members, but the interests of judicial efficiency, the
18 relatively small value of many Settlement Class Member claims, and other factors relevant to the
19 interest and ability of employees to individually join or bring claims against a current or former
20 employer.

21 b. There are questions of law and fact common to the Settlement Class,
22 including, but not limited to: (1) whether Defendant required Plaintiff and Other Class Members
23 to work greater than three consecutive hours without or between rest periods; (2) whether
24 Defendant failed to ensure Plaintiff and Other Class Members received a compliant rest period of
25 at least ten minutes in length, on the employer's time, for each four hours worked; (3) whether
26 Defendant was required to compensate Plaintiff and Other Class Members for an additional ten

1 minutes of work for each instance they required them to work greater than three consecutive hours
2 without or between rest periods, provided a rest period in a duration of less than ten minutes, or
3 did not provide a rest period of at least ten minutes in duration, on the employer's time, for each
4 four hours worked; (4) whether Defendant failed to compensate Plaintiff and Other Class Members
5 for an additional ten minutes of work for each instance they required them to work greater than
6 three consecutive hours without or between rest periods, provided a rest period in a duration of
7 less than ten minutes, or did not provide a rest period of at least ten minutes in duration, on the
8 employer's time, for each four hours worked; (5) whether Defendant was required to provide
9 Plaintiff and Other Class Members with meal periods in a duration of at least thirty minutes
10 commencing no less than two hours nor more than five hours from the beginning of their shifts;
11 (6) whether Defendant failed to provide Plaintiff and Other Class Members with meal periods in a
12 duration of at least thirty minutes commencing no less than two hours nor more than five hours
13 from the beginning of their shifts; (7) whether Defendant was required to compensate Plaintiff and
14 Other Class Members with an additional thirty minutes of work, at their regular rate of pay, for
15 each instance of when they were not provided a meal period of at least thirty minutes commencing
16 no less than two hours nor more than five hours from beginning of their shift for shifts greater than
17 five hours in duration, or when they were otherwise required to work over five consecutive hours
18 without or between meal periods; (8) whether Defendant failed to compensate Plaintiff and Other
19 Class Members with an additional thirty minutes of work, at their regular rate of pay, for each
20 instance of when they were not provided a meal period of at least thirty minutes commencing no
21 less than two hours nor more than five hours from beginning of their shift for shifts greater than
22 five hours in duration, or when they were otherwise required to work over five consecutive hours
23 without or between meal periods; (9) whether Defendant was required to compensate Plaintiff and
24 Other Class Members at a rate one and one-half times their regular rate when they worked greater
25 than forty hours in a workweek, inclusive of additional wages to compensate for missed or
26 otherwise noncompliant meal or rest periods; (10) whether Defendant failed to compensate

1 Plaintiff and Other Class Members at a rate one and one-half times their regular rate when they
2 worked greater than forty hours in a workweek, inclusive of additional wages to compensate for
3 missed or otherwise noncompliant meal or rest periods; and, (11) whether Defendant acted
4 willfully and with the intent of depriving wages or other compensation from Plaintiff and Other
5 Class Members.

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

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

14 3. Pursuant to CR 23, Named Plaintiff Vanisha Montes is hereby appointed and
15 designated, for all purposes, as the Class Representatives of the Settlement Class, and James B.
16 Pizl and Entente Law PLLC are hereby appointed and designated as Class Counsel for the
17 Settlement Class.

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

20 5. The Court approves the proposed form and content of the Notice of Proposed
21 Settlement of Class Action ("Class Notice") that is attached as Exhibit A to the Settlement
22 Agreement.

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

3 7. Consistent with the terms of the Settlement Agreement, the Settlement
4 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
5 copy of the Class Notice to each Settlement Class Member no later than forty-five (45) calendar
6 days following the date of this Order.

7 8. Pursuant to CR 23, the Court hereby finds and concludes that the form and manner
8 of giving notice by mailing a Class Notice to each individual Settlement Class Member, as required
9 by the Settlement Agreement and by this Order, is the best notice practicable under the
10 circumstances. Said notice procedures fully satisfy the requirements of CR 23(c)(2) and CR 23(e)
11 and the requirements of due process.

12 9. The Court preliminarily approves Class Counsel's request for an attorneys' fees
13 award of \$57,000 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
14 of no more than \$7,500, to be paid out of the Common Settlement Fund. This approval is
15 preliminary and is subject to modification at the time of final settlement approval upon a showing
16 of appropriate cause.

17 10. The Court preliminarily approves up to \$10,000, to be paid out of the Common
18 Settlement Fund, to compensate CPT Group Class Action Administrators for its services provided
19 in the administration of the settlement, which shall be paid out of the gross Common Settlement
20 Fund. This approval is preliminary and is subject to modification at the time of final settlement
21 approval upon a showing of appropriate cause.

22 11. The Court preliminarily approves an award of an incentive payment of \$5,000, to
23 be paid out of the Common Settlement Fund, to Named Plaintiff Vanisha Montes in recognition
24 of the substantial benefits obtained for the Settlement Class through her work as class
25 representative, the time devoted by her in consulting with counsel about the facts of the case,
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1 litigation strategy, and her input and assistance during settlement negotiations at mediation, which
2 shall be paid out of the gross Common Settlement Fund.

3 12. The Court preliminarily approves a full release award in the amount of \$5,000, to
4 be paid out of the Common Settlement Fund, to Vanisha Montes in exchange for a full release of
5 all individual claims, known or unknown, pled or unpled in the Case, including, but not limited to,
6 claims relating to her application for employment, employment, and/or cessation of employment
7 to be paid out of the common fund.

8 13. On July 25, 2025, at 9:00 a.m., a Final Settlement Approval Hearing shall be held
9 before the Honorable TaTeasha Monique Davis at the Pierce County Superior Court in Tacoma,
10 Washington, to determine whether the Court should approve the fairness, adequacy, and
11 reasonableness of the terms and conditions of the Settlement Agreement and whether the Court
12 should enter the Parties' proposed Final Order and Judgment.

13 14. Pursuant to Pierce County Local Court Rules, Plaintiff shall file memoranda or
14 other papers they may wish to submit in support of the proposed Settlement Agreement no later
15 than seven (7) court days before the Final Settlement Approval Hearing. The memoranda shall
16 confirm that the mailing of the Class Notice was completed in accordance with the requirements
17 of this Order and provide information concerning the individuals that have opted out of the
18 settlement and any objections received.

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

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

6 17. Any Settlement Class Member who has not validly requested exclusion may submit
7 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the
8 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
9 Member's name, current address, and the substance of his or her objection (including any briefs
10 and supporting papers) no later than forty-five (45) days after the date of mailing of the Class
11 Notice. Any Settlement Class Member who presents written objections in the manner prescribed
12 above may also appear personally or through counsel at the Final Settlement Approval Hearing to
13 express the Settlement Class Member's views regarding the Settlement Agreement. Only
14 Settlement Class Members who object to the Settlement Agreement in writing, in person, or by
15 appearance through counsel, in accordance with the procedures set forth in this Order, shall be
16 permitted to appeal or otherwise seek review of this Court's decision approving or rejecting the
17 Settlement Agreement. Failure to follow the procedures for objecting set forth herein shall
18 constitute a waiver of a Settlement Class Member's right to object to the Settlement Agreement.

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

23 19. The released claims specifically include but are not limited to (1) any claims arising
24 out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-
25 compliant rest breaks and/or meal periods by Settlement Class Members; and (2) any attendant
26 claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages,

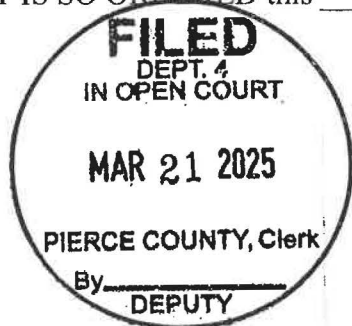
1 and attorneys' fees and costs relating to any of the foregoing as they relate to the named Defendant,
2 as well as its respective past, current, or future successors and assigns, together with each of their
3 respective parent companies, subsidiaries, related or affiliated companies, members, shareholders,
4 owners, officers, directors, employees, agents, attorneys, and insurers, along with any other
5 individual or entity who could be jointly or severally liable for any of the claims alleged in this
6 action or released by the parties' Settlement Agreement.

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

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

13 22. In the event the Settlement Agreement does not become effective in accordance
14 with the terms of the Settlement Agreement, or the Settlement Agreement is not granted final
15 approval, or the Settlement Agreement is terminated, cancelled, or fails to become effective for
16 any reason, this Order shall be vacated and rendered null and void, the Settlement Class shall be
17 decertified, and all claims and defenses previously asserted by the Parties shall be reinstated and
18 the Court shall enter further appropriate orders governing the proceedings and establishing a
19 revised case schedule in this matter.


20 IT IS SO ORDERED this 21 day of March 2025,



21 *Rebecca K. Reeder*
22 The Honorable Rebecca Reeder
23 Judge, Pierce County Superior Court
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1 Presented by:


2 ENTENTE LAW PLLC

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4
5 James B. Pizl, WSBA #28969
Matthew Heyert, WSBA #43051

6 *Attorneys for Plaintiff*

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

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

7 
8
9 Erik Connell, WSBA #46365
Lucy Ohlsen, WSBA #57396
Diana M. Estrada, PHV

10 *Attorneys for Defendant*