

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

The Honorable Stanley J. Rumbaugh



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

LARISSA J. SMITH, ISABELLE
BOOKOUT, and HAILEY BRAGG
individually and on behalf of all those
similarly situated,

Plaintiffs,

vs.

THE WEDGE CORPORATION, a
Washington corporation

Defendant.

No. 21-2-08576-0
~~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 Plaintiffs' Motion for Conditional Settlement Class Certification and Preliminary Approval of Class Action Settlement ("Plaintiffs' Motion"). In conjunction with Plaintiffs' 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 Plaintiffs' Motion.

WHEREAS, the Court has considered Plaintiffs' 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 employed by The Wedge Corporation at any time in Washington
9 state from December 6, 2018, through August 18, 2023, in any position paid on an
hourly basis, including, but not limited to: servers, hosts, bartenders, and cooks.

10 Furthermore, the Court recognizes that the Settlement Class includes the following Subclass:

11 All Class Members employed by the Wedge Corporation at any time in
12 Washington state from December 6, 2018, through August 18, 2023, as a server
who had tips confiscated to pay credit card service charges.

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

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

17 a. The Settlement Class, which consists of approximately 1,742 individuals, is
18 so numerous that joinder of all members is impracticable. In reaching this conclusion, the
19 Court has considered not just the number of Class members, but the interests of judicial
20 efficiency, the relatively small value of many Settlement Class Member claims, and other
21 factors relevant to the interest and ability of employees to individually join or bring claims
22 against a current or former employer.

23 b. There are questions of law and fact common to the Settlement Class,
24 including, but not limited to: whether Defendant violated WAC 296-126-092 by failing to
25 provide adequate rest breaks and meal periods to Plaintiffs and members of the Settlement
26

1 Class; and whether Defendant was required to and failed to compensate Plaintiffs 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. There are questions of law and fact common to the Settlement Class's
5 Subclass, including, but not limited to: whether Defendant unlawfully confiscated server
6 tips to pay credit card service charges.

7 d. The claims of the Named Plaintiffs are typical of the claims of the
8 Settlement Class, and the Named Plaintiffs and Class Counsel will fairly and adequately
9 protect the interests of the Settlement Class.

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

16 3. Pursuant to CR 23, Named Plaintiffs Larissa Smith, Hailey Bragg, and Isabelle
17 Bookout are hereby appointed and designated, for all purposes, as the Class Representatives of the
18 Settlement Class, and James B. Pizl and Entente Law PLLC are hereby appointed and designated
19 as Class Counsel for the Settlement Class.

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

22 5. The Court approves the proposed form and content of the Notice of Proposed
23 Settlement of Class Action ("Class Notice") that is attached as Exhibit A of Exhibit 1 to the
24 Declaration of James B. Pizl.

25 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
26 Administrator responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to IRC

1 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class
2 Members, processing and filing all appropriate tax forms and documents including but not limited
3 to W2s, 1099s, 1120-SF, etc.

4 7. Consistent with the terms of the Settlement Agreement, the Settlement
5 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
6 copy of the Class Notice to each Settlement Class Member no later than forty (40) calendar days
7 following the date of this Order.

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

13 9. The Court conditionally approves Class Counsel's request for an attorneys' fees
14 award of 225,000.00 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
15 of \$12,500.00. This approval is preliminary and is subject to modification at the time of final
16 settlement approval upon a showing of appropriate cause.

17 10. The Court preliminarily approves up to \$25,000 to be paid from the settlement fund
18 to compensate CPT Group Class Action Administrators for its services provided in the
19 administration of the settlement. This approval is preliminary and is subject to modification at the
20 time of final settlement approval upon a showing of appropriate cause.

21 11. The Court preliminarily approves an award of an incentive payment of \$7,500.00
22 each to Larissa Smith, Hailey Bragg, and Isabelle Bookout in recognition of their role in this case
23 and service to the Settlement Class. This approval is preliminary and is subject to modification at
24 the time of final settlement approval.

25 12. The Court preliminary approves an award of \$5,000.00 each to Larissa Smith,
26 Hailey Bragg, and Isabelle Bookout for the full release of their known and unknown claims with

1 Defendant. This approval is preliminary and is subject to modification at the time of final
2 settlement approval.

3 13. On January 5, at 9:00 a.m., a Final Settlement Approval Hearing shall be held
4 before the Honorable Stanley J. Rumbaugh at the Pierce County Superior Court in Tacoma,
5 Washington, to determine whether the Court should approve the fairness, adequacy, and
6 reasonableness of the terms and conditions of the Settlement Agreement and whether the Court
7 should enter the Parties' proposed Final Order and Judgment.

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

15 15. Any person who is eligible to exclude him or herself from the Settlement Class
16 under the terms of the Settlement Agreement must do so by following the instructions for
17 requesting exclusion as set forth in the Class Notice. All requests for exclusion from the Settlement
18 Class must be postmarked, hand-delivered, or emailed to the Settlement Administrator no later
19 than 60 days after the date of mailing of the Class Notice, in accordance with the instructions in
20 the Class Notice and the terms and requirements of the Settlement Agreement, or they shall be
21 deemed void and ineffective.

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

1 17. Any Settlement Class Member who has not validly requested exclusion may submit
2 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the
3 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
4 Member's name, current address, and the substance of his or her objection (including any briefs
5 and supporting papers) no later than 60 days after the date of mailing of the Class Notice. Any
6 Settlement Class Member who presents written objections in the manner prescribed above may
7 also appear personally or through counsel at the Final Settlement Approval Hearing to express the
8 Settlement Class Member's views regarding the Settlement Agreement. Only Settlement Class
9 Members who object to the Settlement Agreement in writing, in person, or by appearance through
10 counsel, in accordance with the procedures set forth in this Order, shall be permitted to appeal or
11 otherwise seek review of this Court's decision approving or rejecting the Settlement Agreement.
12 Failure to follow the procedures for objecting set forth herein shall constitute a waiver of a
13 Settlement Class Member's right to object to the Settlement Agreement.


14 18. Pending this Court's ruling on final approval of the Settlement Agreement, the
15 Named Plaintiffs and all Settlement Class Members are enjoined from filing or prosecuting any
16 claims, suits or administrative proceedings regarding claims released in the Settlement Agreement,
17 unless and until the Court's final settlement approval hearing. As detailed in the Settlement, the
18 released claims specifically includes, but is not limited to the release from any claims, loss, or
19 damage sustained by Plaintiffs or the Class Members based on federal, state, or local laws
20 pertaining to unpaid wages, unpaid meal time, unpaid overtime, failure to comply with any
21 timekeeping or recordkeeping requirements, unpaid service charges, failure to allow rest and meal
22 periods that comply with WAC 296-126, RCW 49.48, RCW 49.46, RCW 49.52, exemplary
23 damages, interest, fees, costs, attorneys' fees and all other claims and allegations made in the
24 Action, or any assertion of rights relating to any of the foregoing.

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

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

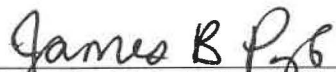
5 21. In the event the Settlement Agreement does not become effective in accordance
6 with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved,
7 or the Settlement Agreement is terminated, canceled, or fails to become effective for any reason,
8 this Order shall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

12 IT IS SO ORDERED this 25 day of August, 2023

13
14 
15 The Honorable Stanley J. Rumbaugh
16 Judge, Pierce County Superior Court


17 Presented by:

18 ENTENTE LAW PLLC

19 
20 James B. Pizl, WSBA #28969
21 Justin Abbasi, WSBA #53582
22 Ari Robbins Greene, WSBA #54201
23 Attorneys for Plaintiff

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

26 FISHER & PHILLIPS LLP


Catharine M. Morisset, WSBA #35849
Ryan R. Jones, WSBA #52566
Attorney for Defendant

