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UMUOUUAUWUVAOSUS Honorable Catherine Shaffer

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

ANGELA S. ANDERSON, individually and
on behalf of all those similarly situated,

Plaintiff,

vs.

HOUSE, LEE, MAST, MCDONALD AND
NELSON, P.C., a Washington professional
services corporation

Defendant.

No. 22-2-18110-9 SEA

~~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

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 were employed in the State of Washington by HLMMN and/or
9 its owners, affiliates, or subsidiaries (including, but not limited to Jack Hou &
10 Kortne Frederick Hou, PC, PIP Pediatric and Orthodontics Holdings, LLC, PIP
11 Pediatric Dentistry, LLC, Sound Orthodontics, LLC, Jack Hou & Kortne Frederick
12 Hou DDS MDS PLLC, Keith E. McDonald, DMD PLLC, Lee, Mast and Nelson,
13 P.L.L.C., Mast, Lee and Nelson, P.L.L.C., Robert Lawrence Trujillo, D.M.D.,
14 M.S., PLLC, Travis A. Sorensen, D.M.D., P.L.L.C., J. Kyle House, DDS, P.C., J.
15 Kyle House, D.D.S., I, PLLC, and J. Kyle House, D.D.S., II, PLLC) in dental and
16 orthodontic office staff positions paid on an hourly basis from November 2, 2019
17 through February 8, 2023.

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

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

22 a. The Settlement Class, which consists of approximately 148 individuals, is
23 so numerous that joinder of all members is impracticable. In reaching this conclusion, the
24 Court has considered not just the number of Class members, but the interests of judicial
25 efficiency, the relatively small value of many Settlement Class Member claims, and other
26 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 Defendant violated WAC 296-126-092 by failing to
provide adequate rest breaks and meal periods to Plaintiff and members of the Settlement

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
12 (b) above.

13 3. Pursuant to CR 23, Named Plaintiff Angela S. Anderson are hereby appointed and
14 designated, for all purposes, as the Class Representatives of the Settlement Class, and James B.
15 Pizl, Ari Robbins Greene, and Entente Law PLLC are hereby appointed and designated as Class
16 Counsel for the Settlement 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 (20) calendar days
4 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 75,000.00 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
12 of \$5,000.00. 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 \$12,000 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 \$7,500.00
19 to Angela S. Anderson in recognition of her role in this case and service to the Settlement Class.
20 This approval is preliminary and is subject to modification at the time of final settlement approval.

21 12. On August 30, 2023, at 9:00 a.m., a Final Settlement Approval Hearing shall be
22 held before the Honorable ~~Catherine~~ *Judge Deborah* Shaffer at the King County Superior Court in Seattle,
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.
26

1 13. Plaintiff shall file memoranda or other papers they may wish to submit in support
2 of the proposed Settlement Agreement no later than seven (7) court days before the Final
3 Settlement Approval Hearing. The memoranda shall confirm that the mailing of the Class Notice
4 was completed in accordance with the requirements of this Order and provide information
5 concerning the individuals that have opted out of the settlement and any objections received. A
6 draft copy of these pleadings shall be provided to Defendant before filing.

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

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

19 16. Any Settlement Class Member who has not validly requested exclusion may submit
20 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the
21 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
22 Member's name, current address, and the substance of his or her objection (including any briefs
23 and supporting papers) no later than 60 days after the date of mailing of the Class Notice. Any
24 Settlement Class Member who presents written objections in the manner prescribed above may
25 also appear personally or through counsel at the Final Settlement Approval Hearing to express the
26 Settlement Class Member's views regarding the Settlement Agreement. Only Settlement Class

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

6 17. Pending this Court's ruling on final approval of the Settlement Agreement, the
7 Named Plaintiff and all Settlement Class Members are enjoined from filing or prosecuting any
8 claims, suits or administrative proceedings regarding claims released in the Settlement Agreement,
9 unless and until the Court's final settlement approval hearing.

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

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

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

1 IT IS SO ORDERED this 21 day of April, 2023

2 

3 The Honorable Catherine Shaffer
4 Judge, King County Superior Court

5 Presented by:

6 ENTENTE LAW PLLC

7 s/ James B. Pizl

8 James B. Pizl, WSBA #28969
9 Ari Robbins Greene, WSBA #54201
Attorneys for Plaintiff

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

12 BUCHALTER

13 s/ Alexandra M. Shulman {with permission}

14 Alexandra M. Shulman, WSBA #48888
15 Leah C. Lively, WSBA #45889
Attorneys for Defendant