



The Honorable Gretchen Leanderson

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

BRIAN F. RODRIGUES, individually and on behalf of all those similarly situated,

Plaintiff,

vs.

NORTHWEST FIRE SYSTEMS LLC., a Washington limited liability company,

Defendant.

No. 23-2-05879-3

~~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

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

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

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

6 Settlement Class

7 All individuals who are/were employed by the Company in positions performing
8 onsite services in Washington state at any time during the Settlement Class
9 Period. Positions include, but are not limited to, certified service technicians, line
10 testers, certified electricians, plumbers, factory certified electronic technicians,
certified fire alarm and sprinkler system inspectors, Washington State licensed
low voltage technicians, union fire sprinkler installers, or individuals in positions
performing similar functions.

11 Settlement Subclass – Nonunion Class Members

12 All Settlement Class Members who were not subject to the collective bargaining
13 agreement between the National Fire Sprinkler Association, Inc. and Sprinkler
Fitters and Apprentices Local Union No. 699 Seattle, Washington of the United
Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada.

14 The Settlement Class shall exclude any persons who opt out of the Settlement Class in accordance
15 with the terms of the Settlement Agreement and Paragraph 15 of this Order.

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

18 a. The Settlement Class, which consists of approximately 47 individuals, is so
19 numerous that joinder of all members is impracticable. In reaching this conclusion, the
20 Court has considered not just the number of Class members, but the interests of judicial
21 efficiency, the relatively small value of many Settlement Class Member claims, and other
22 factors relevant to the interest and ability of employees to individually join or bring claims
23 against a current or former employer.

24 b. There are questions of law and fact common to the Settlement Class,
25 including, but not limited to:
26

- 1 1. Was Defendant required to and did it fail to compensate Name Plaintiff
2 and members of the Settlement Class for all hours worked including for
3 reviewing and confirming job assignments, communicating about work-
4 related issues, and for driving company vehicles transporting necessary
5 tools, parts, equipment and supplies between their home and the first
6 jobsite of the day, driving home from the last jobsite of the day?
7 2. Was Defendant required to and did it fail to pay proper prevailing wages
8 to Named Plaintiff and members of the Settlement Class for inspections
9 at schools or other public works locations?

10 c. There are questions of law and fact common to the Settlement Subclass,
11 including, but not limited to:

- 12 1. Did Defendant violate WAC 296-126-092 by failing to provide
13 adequate rest breaks and meal periods to Named Plaintiff and members
14 of the Settlement Subclass?
15 2. Was Defendant required to and did it fail to compensate Named Plaintiff
16 and members of the Settlement Subclass with additional wages when
17 rest breaks and meal periods were not provided in compliance with
18 Washington law?

19 d. The claims of the Named Plaintiff are typical of the claims of the Settlement
20 Class, and the Named Plaintiff and Class Counsel will fairly and adequately protect the
21 interests of the Settlement Class.

22 e. Certification of a Settlement Class under CR 23(b)(3) is appropriate because
23 questions of law and fact common to all Settlement Class Members predominate over any
24 questions affecting only individual members, and a class action is superior to other
25 available means for the fair and efficient resolution of this controversy. Such common
26

1 questions of law and fact include, but are not limited to those identified in subparagraph
2 (b) above.

3 3. Pursuant to CR 23, Named Plaintiff Brian F. Rodrigues is hereby appointed and
4 designated, for all purposes, as the Class Representative of the Settlement Class, and James B. Pizl
5 and Entente Law PLLC are hereby appointed and designated as Class Counsel for the Settlement
6 Class.

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

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

12 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
13 Administrator responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to IRC
14 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class
15 Members, processing and filing all appropriate tax forms and documents including but not limited
16 to W2s, 1099s, 1120-SF, etc.

17 7. Consistent with the terms of the Settlement Agreement, the Settlement
18 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
19 copy of the Class Notice to each Settlement Class Member no later than twenty-one (21) calendar
20 days following the date of this Order.

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

1 9. The Court conditionally approves Class Counsel's request for an attorneys' fees
2 award of \$165,000 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
3 of \$8,000.00. This approval is preliminary and is subject to modification at the time of final
4 settlement approval upon a showing of appropriate cause.

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

9 11. The Court preliminarily approves an award of an incentive payment of \$7,500.00
10 to Brian Rodrigues and in recognition of his role in this case and service to the Settlement Class.
11 This approval is preliminary and is subject to modification at the time of final settlement approval.

12 12. The Court preliminarily approves an award of \$40,000.00 to Brian Rodrigues for
13 the full release of his known and unknown claims with Defendant. This approval is preliminary
14 and is subject to modification at the time of final settlement approval.

15 13. On April 12, 2024, at 9:00 a.m., a Final Settlement Approval Hearing shall be held
16 before the Honorable Penalver at the Pierce County Superior Court in Tacoma,
17 Washington, to determine whether the Court should approve the fairness, adequacy, and
18 reasonableness of the terms and conditions of the Settlement Agreement and whether the Court
19 should enter the Parties' proposed Final Order and Judgment.

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

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

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

13 17. Any Settlement Class Member who has not validly requested exclusion may submit
14 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the
15 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
16 Member's name, current address, and the substance of his or her objection (including any briefs
17 and supporting papers) no later than forty-five (45) days after the date of mailing of the Class
18 Notice. Any Settlement Class Member who presents written objections in the manner prescribed
19 above may also appear personally or through counsel at the Final Settlement Approval Hearing to
20 express the Settlement Class Member's views regarding the Settlement Agreement. Only
21 Settlement Class Members who object to the Settlement Agreement in writing, in person, or by
22 appearance through counsel, in accordance with the procedures set forth in this Order, shall be
23 permitted to appeal or otherwise seek review of this Court's decision approving or rejecting the
24 Settlement Agreement. Failure to follow the procedures for objecting set forth herein shall
25 constitute a waiver of a Settlement Class Member's right to object to the Settlement Agreement.
26

1 18. Pending this Court's ruling on final approval of the Settlement Agreement, the
2 Named Plaintiff and all Settlement Class Members are enjoined from filing or prosecuting any
3 claims, suits or administrative proceedings regarding claims released in the Settlement Agreement,
4 unless and until the Court's final settlement approval hearing. As detailed in the Settlement
5 Agreement, released claims for the Class specifically include, but are not limited to any claims
6 arising out of or relating to any unpaid travel time, statutory overtime, and underpaid prevailing
7 wages and any attendant claims for unpaid wages, overtime payments, premium payments,
8 interest, exemplary damages, and attorneys' fees and costs arising out of or relating to any of the
9 foregoing.

10 19. The additional released claims for Subclass members specifically include, but are
11 not limited to, any claims arising out of any alleged missed, interrupted, shortened, untimely,
12 unpaid, and/or non-compliant rest breaks and/or meal periods, and any attendant claims for unpaid
13 wages, overtime payments, premium payments, interest, exemplary damages, and attorney's fees
14 and costs relating to any of the foregoing.

15 20. The additional Released Claims for Named Plaintiff include all claims related to
16 his application for employment, employment, and cessation of employment and specifically
17 include, but are not limited to: (a) claims for statutory or other damages pursuant to the Washington
18 Silenced No More Act, RCW 49.44.211(1), (b) claims for wrongful termination in violation of
19 public policy, (c) any claims for damages that were or could have been brought under Washington
20 labor and employment laws, the FLSA, and all related or corresponding federal laws, and all
21 implementing regulations and interpreting guidance; (d) any other causes of action, including those
22 seeking premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief,
23 declaratory relief, or accounting, whether such causes of action are in tort, contract, equity, statute,
24 or common law; (e) any claims under the Washington Law Against Discrimination, Americans
25 with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights
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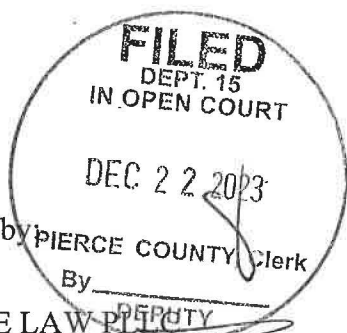
1 Act of 1964, and (f) any other claims that Named Plaintiff could have made related to his
2 employment with Defendant.

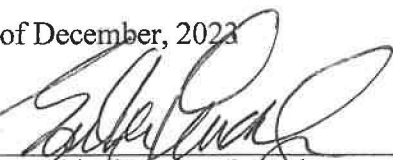
3 21. The Final Settlement Approval Hearing, and all dates provided for herein, may,
4 without further notice to the Settlement Class, be continued or adjourned by order of this Court.

5 22. Consistent with the Settlement Agreement, neither this Order, nor the fact or
6 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall
7 they be used as evidence in any proceeding for the purpose of establishing Defendant's liability or
8 wrongdoing.

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

16 IT IS SO ORDERED this 22 day of December, 2023




The Honorable Gretchen Leanderson
Judge, Pierce County Superior Court

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

SEBRIS BUSTO JAMES P.S

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

s/ Darren A. Fieder {with permission}
Darren A. Feider, WSBA #22430
Tina M. Aiken, WSBA #27792
Attorneys for Defendant

