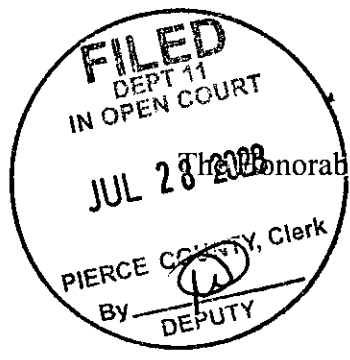




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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

WILLIAM D. BROEKER and AMAN
ARMIN, individually and on behalf of all
those similarly situated,

Plaintiffs,

vs.

ROTO-ROOTER SERVICES COMPANY, a
foreign corporation

Defendant.

No. 22-2-10789-3

~~[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 Plaintiffs' Motion for Conditional Settlement Class Certification and Preliminary Approval of Class Action Settlement ("Plaintiffs' Motion"). In conjunction with Plaintiffs' Motion, Plaintiffs have 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

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

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

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

All individuals employed by Defendant in Washington state performing plumbing and other services for Defendant's customers and paid on a piecework, commission, and/or other productivity basis at any time between December 19, 2019, and July 28, 2023.

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

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

a. The Settlement Class, which consists of approximately 183 individuals, is so numerous that joinder of all members is impracticable. In reaching this conclusion, the Court has considered not just the number of Class members, but the interests of judicial efficiency, the relatively small value of many Settlement Class Member claims, and other 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 Plaintiffs and members of the Settlement Class; whether Defendant was required to and failed to compensate Plaintiffs and members of the Settlement Class with additional wages when rest breaks and meal periods were not provided in compliance with Washington law; and whether Defendant failed to pay

1 Plaintiffs and members of the Settlement Class one and one-half their regular rate of pay
2 for all hours over forty, inclusive of the additional time to compensate for missed or
3 otherwise noncompliant meal and rest periods, in a workweek.

4 c. The claims of the Named Plaintiffs are typical of the claims of the
5 Settlement Class, and the Named Plaintiffs and Class Counsel will fairly and adequately
6 protect the 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 Plaintiffs William Broeker and Aman Armin are hereby
14 appointed and designated, for all purposes, as the Class Representatives of the Settlement Class,
15 and James B. Pizl, Justin Abbasi, Ari Robbins Greene, and Entente Law PLLC are hereby
16 appointed and designated as Class 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 mail, or cause to be mailed, by first-class mail, a copy of the
3 Class Notice to each Settlement Class Member no later than forty-five (45) 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 \$90,000.00 or 30% of the Maximum Settlement Amount of \$300,000, plus actual and
12 projected litigation costs of \$5,000.00. This approval is preliminary and is subject to modification
13 at the time of final settlement approval upon a showing of appropriate cause.

14 10. The Court preliminarily approves up to \$10,000.00 to be paid from the Maximum
15 Settlement Amount to compensate CPT Group Class Action Administrators for its services
16 provided in the administration of the settlement. This approval is preliminary and is subject to
17 modification at the 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 each to William Broecker and Aman Armin to be paid from the Maximum Settlement Amount in
20 recognition of their role in this case and service to the Settlement Class. This approval is
21 preliminary and is subject to modification at the time of final settlement approval.

22 12. The Court preliminary approves an award of \$7,500.00 each to William Broecker
23 and Aman Armin to be paid from the Maximum Settlement Amount for the full release of their
24 known and unknown claims with Defendant. This approval is preliminary and is subject to
25 modification at the time of final settlement approval.
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1 13. On December 8, 2023, a Final Settlement Approval Hearing shall be held before
2 the Honorable Susan B. Adams at the Pierce County Superior Court in Tacoma, Washington, to
3 determine whether the Court should approve the fairness, adequacy, and reasonableness of the
4 terms and conditions of the Settlement Agreement and whether the Court should enter the Parties'
5 proposed Final Order and Judgment.

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

13 15. Any person who is eligible to exclude themselves from the Settlement Class under the
14 terms of the Settlement Agreement must do so by following the instructions for requesting
15 exclusion as set forth in the Class Notice. All requests for exclusion from the Settlement Class
16 must be postmarked, hand-delivered, or emailed to the Settlement Administrator no later than 45
17 days after the date of mailing of the Class Notice, in accordance with the instructions in the Class
18 Notice and the terms and requirements of the Settlement Agreement, or they shall be deemed void
19 and ineffective.

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

25 17. Any Settlement Class Member who has not validly requested exclusion may submit
26 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the

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1 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
2 Member's name, current address, and the substance of his or her objection (including any briefs
3 and supporting papers) no later than 45 days after the date of mailing of the Class Notice. Any
4 Settlement Class Member who presents written objections in the manner prescribed above may
5 also appear personally or through counsel at the Final Settlement Approval Hearing to express the
6 Settlement Class Member's views regarding the Settlement Agreement. Only Settlement Class
7 Members who object to the Settlement Agreement in writing, in person, or by appearance through
8 counsel, in accordance with the procedures set forth in this Order, shall be permitted to appeal or
9 otherwise seek review of this Court's decision approving or rejecting the Settlement Agreement.
10 Failure to follow the procedures for objecting set forth herein shall constitute a waiver of a
11 Settlement Class Member's right to object to the Settlement Agreement.

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

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

18 20. Consistent with the Settlement Agreement, neither this Order, nor the fact or
19 substance of the Settlement Agreement, shall be considered a concession or admission in any way
20 that the claims asserted have any merit or that this action were properly brought as a class action,
21 nor shall they be used as evidence in any way, including with respect to any claim of any liability,
22 wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted
23 by any person. Whether or not the Settlement Agreement is finally approved, neither the
24 Settlement Agreement, nor any exhibit, document, statement, proceeding or conduct related to the
25 Settlement Agreement, nor any reports or accounts thereof, shall in any event be construed as,
26 offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse

1 to the Defendant, including, but not limited to, evidence of a presumption, concession, indication
2 or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage.

3 21. In the event the Settlement Agreement does not become effective in accordance
4 with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved,
5 or the Settlement Agreement is terminated, canceled, or fails to become effective for any reason,
6 this Order shall be vacated and rendered null and void, the Settlement Class shall be decertified,
7 and all claims and defenses previously asserted by the Parties shall be reinstated and the Court
8 shall enter further appropriate orders governing the proceedings and establishing a revised case
9 schedule in this matter. In such event, the Parties expressly reserve their respective rights regarding
10 the prosecution and defense of this action, including all available defenses and affirmative
11 defenses, and arguments that the claims in this action are subject to arbitration, that any claim in
12 the action could not be certified as a class action. In such an event, the Court's orders regarding
13 the Settlement Agreement, including this Order, shall not be used or referred to in litigation for
14 any purpose.

15 IT IS SO ORDERED this 28th day of July, 2023

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

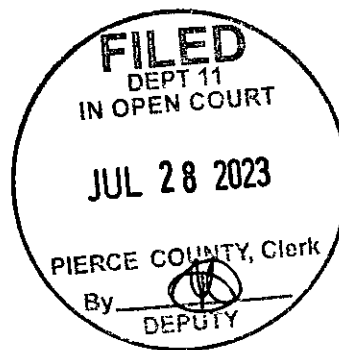
20 Presented by:

21 ENTENTE LAW PLLC

22 s/ James B. Pizl

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

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



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OGLETREE DEAKINS NASH SMOAK
STEWART, P.C.

s/ Jesse C. Ferrantella
Laurence Shapero, WSBA # 31301
Spencer C. Skeen, Admitted Pro Hac Vice
Jesse C. Ferrantella, Admitted Pro Hac Vice
Attorneys for Defendant