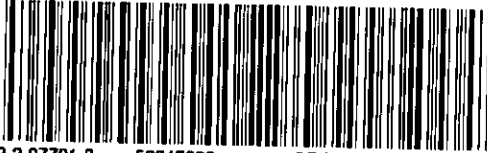


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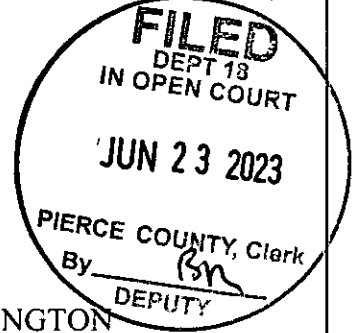
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The Honorable Stanley J. Rumbaugh



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

JESSICA A. STONE, individually and on behalf of all those similarly situated,  
  
Plaintiff,  
  
vs.  
  
HY-SECURITY GATE, INC., a Washington Corporation  
  
Defendant.

No. 22-2-07701-3  
  
[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND DISMISSING ACTION WITH PREJUDICE  
  
(CLERK'S ACTION REQUIRED)

THIS MATTER came before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiff's preliminary and final memoranda in support of approval of the Settlement Agreement, and the Declarations of James B. Pizl and Chantal Soto-Najera on half of CPT Group Inc. in support of the proposed settlement. As used herein, all terms defined in the Settlement Agreement shall have the same meaning here. Having considered these materials and statements at the Final Approval Hearing (if any), the Court, being fully advised, has determined that the proposed Settlement Agreement should be approved as fair, adequate, and reasonable. In making this determination, the Court has considered

1 the likelihood of success of both Plaintiff's claims and Defendant's defenses. The Court has also  
2 considered the status and extent of the Parties' investigation, research, discovery, and negotiations  
3 with respect to Plaintiff's claims and Defendant's defenses. Finally, the Court finds that all  
4 settlement negotiations were conducted in good faith and at arms' length and that there was no  
5 collusion. Good cause appearing therefore, it is hereby

6 ORDERED, ADJUDGED AND DECREED that:

7 1. The Court's Order Granting Preliminary Approval of Class Action Settlement  
8 which incorporates language (1) Certifying the Settlement Class; (2) Authorizing Notice; and (3)  
9 Setting Final Fairness Hearing, dated March 17, 2023 ("Preliminary Order") is hereby  
10 incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for Final  
11 Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").

12 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the  
13 members of the Settlement Class and Subclass previously certified by the Court. No Settlement  
14 Class Members have requested exclusion from the proposed Settlement Class, and thus all are  
15 bound by the Settlement Agreement and this Final Judgment.

16 3. The Court hereby approves the Settlement Agreement and finds that it is, in all  
17 respects, fair, reasonable and adequate to the Settlement Class Members.

18 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an  
19 individual notice by first-class mail to the last-known address of each Settlement Class Member,  
20 provided the best notice practicable under the circumstances. The Notice provided due and  
21 adequate notice of these proceedings and of the matters set forth therein, including the pendency  
22 of the action, the terms of the proposed Settlement Agreement, and the procedure for submitting  
23 objections to the Settlement Agreement, to all persons entitled to such notice. The Declaration of  
24 Chantal Soto-Najera confirms that the Notice was mailed in accordance with the terms of the  
25 Settlement Agreement and the Court's Preliminary Order. The Court finds and concludes that said  
26

1 Notice fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the requirements of due  
2 process.

3 5. No objections to the Settlement Agreement have been communicated to the  
4 Settlement Administrator, Settlement Class Counsel or filed with the Court, and none were raised  
5 at the Final Approval Hearing. Settlement Class Members who failed to present objections to the  
6 Settlement Agreement are hereby deemed to have waived any such objections and are forever  
7 foreclosed from making any objections to the Settlement or appealing this Final Judgment.

8 6. Consistent with the Settlement Agreement, neither this Final Judgment, nor the fact  
9 or substance of the Settlement Agreement, shall be considered a concession or admission by or  
10 against the Released Parties of any wrongdoing or legal liability.

11 7. The Court finds that Plaintiff and Settlement Class Counsel adequately represented  
12 the Settlement Class for purposes of entering into and implementing the Settlement.

13 8. The Court finds that Settlement Class Counsel's request for an award of attorney's  
14 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel's request for  
15 a fees' award in the amount of \$97,500 plus litigation costs of \$5,000, which sums shall be paid  
16 out of the Settlement Amount as provided by the Settlement Agreement. This payment is in full  
17 and final payment of any claim for fees and costs incurred by counsel for Plaintiff and the  
18 Settlement Class in this case.

19 9. The Court further approves payment in the amount of \$7,500.00 to Jessica A. Stone  
20 as the Named Plaintiff Incentive Award, in addition to her pro rata share of the Net Settlement  
21 Class Fund under the Settlement Agreement, to be paid by Defendant from the Settlement Amount,  
22 in recognition of her services on behalf of the Settlement Class in this action.

23 10. The Court further approves payment in the amount of up to \$8,500 to CPT Group  
24 from the Settlement Amount for its services provided in the administration of the Settlement.

25 11. The Parties and the Settlement Administrator are hereby directed to proceed with  
26 the settlement payment and administration procedures specified under the terms of the Settlement

1 Agreement. The Parties are hereby authorized, without further approval from the Court, to  
2 mutually agree to and adopt such amendments, modifications and expansions of the Settlement  
3 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final  
4 Judgment, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not  
5 limit the rights of the Settlement Class Members.

6 12. The Court hereby dismisses this action and any and all Released Claims with  
7 prejudice as to Plaintiff Jessica A. Stone and all Settlement Class Members, and without costs or  
8 attorneys' fees to any party except as provided under the terms of the Settlement Agreement and  
9 this Final Judgment. As used herein, and as set forth in the Settlement Agreement, as it relates to  
10 the Settlement Class, the term "Released Claims" means any and all claims, whether known or  
11 unknown, that were brought or could have been brought based on any facts alleged in the Case with  
12 respect to a failure to provide meal periods and/or rest breaks. The Released Claims specifically  
13 include but are not limited to any claims arising out of or relating to any alleged missed,  
14 interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods,  
15 including any attendant claims for unpaid wages, overtime payments, premium payments, interest,  
16 exemplary damages, and attorney's fees and costs. As it relates to Plaintiff Jessica A. Stone, Ms.  
17 Stone has released additional claims as set forth in §VI.2(a) of the Settlement Agreement.

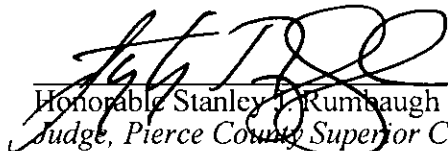

18 13. All Settlement Class Members and Plaintiff Jessica A. Stone are hereby barred and  
19 permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the  
20 Released Claims as set forth in §VI.1(s) and §VI.2(a) of the Settlement Agreement, respectively,  
21 against any of the Released Parties, and Plaintiff and all Settlement Class Members shall be  
22 conclusively deemed to have released and discharged the Released Parties from any and all such  
23 claims.

24 14. Without affecting the finality of this Final Judgment for purposes of appeal, the  
25 Court reserves jurisdiction over the Parties as to all matters relating to the administration,  
26

1 consummation, enforcement and interpretation of the Settlement Agreement and the Final  
2 Judgment, and for any other necessary purposes.

3 15. This case, including all individual and class claims presented thereby, is hereby  
4 dismissed, with prejudice.

5 IT IS SO ORDERED this 23rd day of June, 2023

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8   
9 Honorable Stanley J. Rumbaugh  
10 Judge, Pierce County Superior Court By  PIERCE COUNTY, Clerk  
DEPUTY


11 **FILED**  
DEPT 18  
IN OPEN COURT  
JUN 23 2023

12 Presented By:

13 Copy Received, Approved as to Form;  
14 Notice of Presentation Waived

15 ENTENTE LAW PLLC

16 MONTGOMERY PURDUE PLLC

17   
18 James B. Pizl, WSBA #28969  
19 Justin Abbasi, WSBA #53582  
20 Ari Robbins Greene, WSBA #54201  
21 Attorneys for Plaintiff

22   
23 Joseph A. Hamell, WSBA #29423  
24 Attorney for Defendant

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