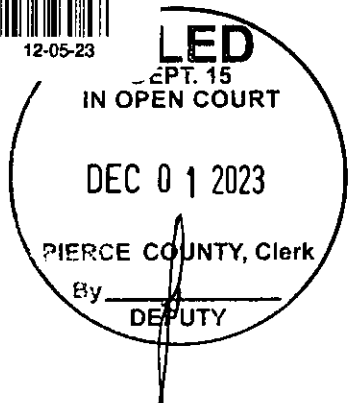


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The Honorable Gretchen Leanderson

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

AURORA T. DAGUION, JARQUATTA
DELOSSANTOS, and PATRICIA ANN
FRAIDENBURG FKA PATRICIA ANN
CADOR, individually and on behalf of all
those similarly situated,

Plaintiff,

vs.

WILLAMETTE DENTAL GROUP, P.C., a
foreign professional services corporation

Defendant.

No. 22-2-05001-8

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND DISMISSING ACTION
WITH PREJUDICE

(CLERK'S ACTION REQUIRED)

THIS MATTER came before the Court on Plaintiffs' 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 Plaintiffs' preliminary and final memoranda in support of approval of the Settlement Agreement, and the Declarations of James B. Pizl and Chantal Soto-Najera on behalf 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, 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 the likelihood of success of both Plaintiffs' claims and Defendant's defenses. The Court has also considered the

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

5 ORDERED, ADJUDGED AND DECREED that:

6 1. The Court's Order Granting Preliminary Approval of Class Action Settlement
7 which incorporates language (1) Authorizing Notice; and (2) Setting Final Fairness Hearing, dated
8 August 4, 2023 ("Preliminary Order") is hereby incorporated herein as though fully set forth in
9 this Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement and
10 Dismissing Action with Prejudice ("Final Judgment").

11 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the
12 members of the Class and Subclass previously certified by the Court.

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

15 4. The Court finds that the Class Notice ("Notice"), which consisted of an individual
16 notice by first-class mail to the last-known address of each Class Member and email address where
17 available, provided the best notice practicable under the circumstances. The Notice provided due
18 and adequate notice of these proceedings and of the matters set forth therein, including the
19 pendency of the action, the terms of the proposed Settlement Agreement, and the procedure for
20 submitting objections to the Settlement Agreement, to all persons entitled to such notice. The
21 Declaration of Chantal Soto-Najera confirms that the Notice was mailed in accordance with the
22 terms of the Settlement Agreement and the Court's Preliminary Order. The Court finds and
23 concludes that said Notice fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the
24 requirements of due process.

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

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

9 7. The Court finds that Class Counsel's request for an award of attorney's fees and
10 costs is fair and reasonable, and hereby approves Class Counsel's request for a fees' award in the
11 amount of \$1,140,000 plus litigation costs of \$25,000, which sums shall be paid out of the
12 Settlement Amount as provided by the Settlement Agreement. This payment is in full and final
13 payment of any claim for fees and costs incurred by counsel for Plaintiffs and the Class and
14 Subclass in this case.

15 8. The Court further approves payment in the amount of \$12,000 each to Aurora T.
16 Dagupion, Jarquatta Delossantos, and Patricia Ann Fraidenburg for Service Awards, in addition to
17 their pro rata shares of the Class Fund under the Settlement Agreement, to be paid by Defendant
18 from the Settlement Amount, in recognition of their services on behalf of the Class and Subclass
19 in this action.

20 9. The Court further approves payment in the amount of up to \$12,000 to CPT Group
21 from the Settlement Amount for its services provided in the administration of the Settlement.

22 10. The Parties and the Settlement Administrator are hereby directed to proceed with
23 the settlement payment and administration procedures specified under the terms of the Settlement
24 Agreement. The Parties are hereby authorized, without further approval from the Court, to
25 mutually agree to and adopt such amendments, modifications and expansions of the Settlement
26 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final

1 Judgment, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not
2 limit the rights of the Class and Subclass Members.

3 11. The Court hereby dismisses this action and all Released Claims with prejudice as
4 to Plaintiffs Aurora T. Dagupion, Jarquata Delossantos, and Patricia Ann Fraidenburg and all Class
5 and Subclass Members, and without costs or attorneys' fees to any party except as provided under
6 the terms of the Settlement Agreement and this Final Judgment. As used herein, and as set forth in
7 the Settlement Agreement, as it relates to the Class and Subclass, the term "Released Claims"
8 means all claims raised or that could have been raised based on the facts alleged in the First
9 Amended Class Action complaint through August 4, 2023. For clarity, this includes, but is not
10 limited to, the release from any claims, loss, or damage sustained by Plaintiffs or the Class
11 Members based on federal, state, or local laws pertaining to unpaid wages, unpaid meal time,
12 unpaid overtime, unpaid rest breaks, late meal periods, late rest breaks, failure to comply with any
13 timekeeping or recordkeeping requirements, failure to allow rest and meal periods that comply
14 with WAC 296-126, RCW 49.48, RCW 49.46, RCW 49.52, exemplary damages, interest, fees,
15 costs, attorneys' fees and other claims and allegations made in the Case, or any assertion of rights
16 relating to any of the foregoing.

17 12. All Class and Subclass Members and Plaintiffs Aurora T. Dagupion, Jarquata
18 Delossantos, and Patricia Ann Fraidenburg are hereby barred and permanently enjoined from
19 maintaining, prosecuting, commencing, or pursuing any of the Released Claims as set forth in
20 §VI.1(r) and §VI.2 of the Settlement Agreement, respectively, against any of the Released Parties,
21 and Plaintiff and all Class and Subclass Members shall be conclusively deemed to have released
22 and discharged the Released Parties from any and all such claims.

23 13. Without affecting the finality of this Final Judgment for purposes of appeal, the
24 Court reserves jurisdiction over the Parties as to all matters relating to the administration,
25 consummation, enforcement and interpretation of the Settlement Agreement and the Final
26 Judgment, and for any other necessary purposes.

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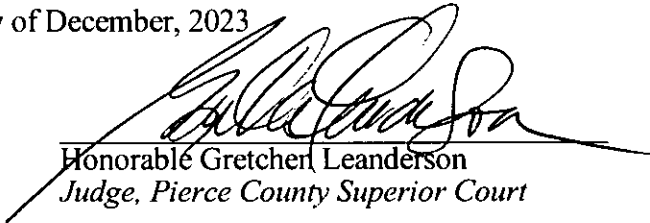
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14. Pending payment of the settlement amount to the Settlement Administrator by Defendant pursuant to the Settlement Agreement, this case, including all individual and class claims presented thereby, is hereby dismissed, with prejudice.

IT IS SO ORDERED this 1st Day of December, 2023


Honorable Gretchen Leanderson
Judge, Pierce County Superior Court

Presented By:

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

ENTENTE LAW PLLC

LEWIS BRISBOIS BISGAARD &
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