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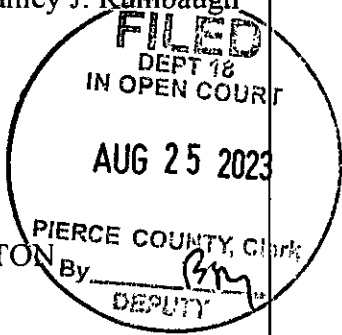
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The Honorable Stanley J. Rumbaugh



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

SAMANTHA D. DAVIS individually and on behalf of all those similarly situated,

Plaintiff,

vs.

AVILA-SORENSEN INC., a Washington Corporation,  
JEFFREY SORENSON, individually and his marital community if any, and  
LYNDIA MCELROY, individually and her marital community if any,

Defendants.

No. 22-2-07296-8

~~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 Kaylie O'Connor 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 (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

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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 April 28, 2023 ("Preliminary Order") is hereby incorporated  
10 herein as though fully set forth in this Order Granting Plaintiff's Motion for Final Approval of  
11 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 and by email, provided the best notice practicable under the circumstances. The Notice provided  
21 due and adequate notice of these proceedings and of the matters set forth therein, including the  
22 pendency of the action, the terms of the proposed Settlement Agreement, and the procedure for  
23 submitting objections to the Settlement Agreement, to all persons entitled to such notice. The  
24 Declaration of Kaylie O'Connor confirms that the Notice was mailed in accordance with the terms  
25 of the Settlement Agreement and the Court's Preliminary Order. The Court finds and concludes  
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1 that said Notice fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the requirements  
2 of due 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 \$115,500.00 plus litigation costs of \$5,758.74, which sums shall be  
16 paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is in  
17 full 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 Samantha D.  
20 Davis as the Named Plaintiff Incentive Award, in addition to her pro rata share of the Net  
21 Settlement Class Fund under the Settlement Agreement, to be paid by Defendant from the  
22 Settlement Amount, 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 \$10,000.00 to CPT  
24 Group from the Settlement Amount for its services provided in the administration of the  
25 Settlement.  
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1 11. The Parties and the Settlement Administrator are hereby directed to proceed with  
2 the settlement payment and administration procedures specified under the terms of the Settlement  
3 Agreement. The Parties are hereby authorized, without further approval from the Court, to  
4 mutually agree to and adopt such amendments, modifications and expansions of the Settlement  
5 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final  
6 Judgment, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not  
7 limit the rights of the Settlement Class Members.

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

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

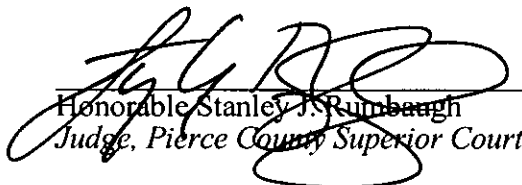
24 14. Without affecting the finality of this Final Judgment for purposes of appeal, the  
25 Court reserves jurisdiction over the Parties as to all matters relating to the administration,  
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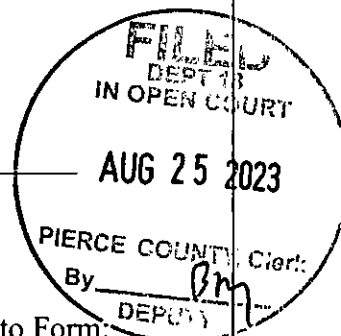
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1 consummation, enforcement and interpretation of the Settlement Agreement and the Final  
2 Judgment, and for any other necessary purposes.

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

5 IT IS SO ORDERED this 25<sup>th</sup> day of August, 2023.

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8 Honorable Stanley J. Rumbaugh  
9 Judge, Pierce County Superior Court

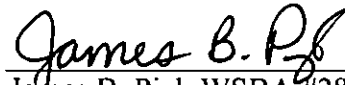


10 Presented By:

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

11 ENTENTE LAW PLLC

SEBRIS BUSTO JAMES P.S.

12   
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