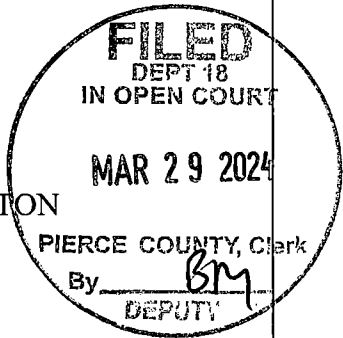




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The Honorable Stanley J. Rumbaugh



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

THOMAS A. PEARSON and DAVID  
DAVIES, individually and on behalf of all  
those similarly situated,  
  
Plaintiffs,  
  
vs.  
  
OLSON BROTHERS PRO-VAC, LLC, a  
Washington Limited Liability Company  
  
Defendant.

No. 23-2-05017-2  
~~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 Plaintiff's 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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1 WHEREAS, good cause appearing that the Parties' Settlement Agreement is within the  
2 range of reasonableness and is presumptively valid,

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

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

8 All individuals who were employed by Olson Brothers Pro-Vac LLC in the  
9 State of Washington in positions performing onsite work at customer  
10 locations and paid on an hourly basis at any time from February 24, 2020,  
11 through March 29, 2024.

12 The Settlement Class shall exclude any persons who opt out of the Settlement Class in accordance  
13 with the terms of the Settlement Agreement and Paragraph 17 of this Order.

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

16 a. The Settlement Class, which consists of approximately 345 individuals, is  
17 so numerous that joinder of all members is impracticable. In reaching this conclusion, the  
18 Court has considered not just the number of Class members, but the interests of judicial  
19 efficiency, the relatively small value of many Settlement Class Member claims, and other  
20 factors relevant to the interest and ability of employees to individually join or bring claims  
21 against a current or former employer.

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

24 (1) whether Defendant was required to and did it fail to pay for travel  
25 or other time spent in response to on-call incidents;

26 (2) whether Defendant was required to and did it fail to pay for travel to  
and from public works' jobs at the applicable prevailing wage

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(3) whether Defendant failed to pay proper daily and weekly overtime;

(4) whether Defendant violated WAC 296-126-092 by failing to provide adequate rest breaks and meal periods to Plaintiff and members of the Settlement Class; and

(5) whether Defendant was required to and failed to compensate Plaintiff and members of the Settlement Class with additional wages when rest breaks and meal periods were not provided in compliance with Washington law.

c. The claims of the Named Plaintiffs are typical of the claims of the Settlement Class, and the Named Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

d. Certification of a Settlement Class under CR 23(b)(3) is appropriate because questions of law and fact common to all Settlement Class Members predominate over any questions affecting only individual members, and a class action is superior to other available means for the fair and efficient resolution of this controversy. Such common questions of law and fact include but are not limited to those identified in subparagraph (b) above.

3. Pursuant to CR 23, Named Plaintiffs Thomas Pearson and David Davies are hereby appointed and designated, for all purposes, as the Class Representatives of the Settlement Class, and James B. Pizl and Entente Law PLLC are hereby appointed and designated as Class Counsel for the Settlement Class.

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

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

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1 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement  
2 Administrator responsible for establishing a Qualified Settlement Fund (“QSF”) pursuant to IRC  
3 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class  
4 Members, processing and filing all appropriate tax forms and documents including but not limited  
5 to W2s, 1099s, 1120-SF, etc.

6 7. Consistent with the terms of the Settlement Agreement, the Settlement  
7 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a  
8 copy of the Class Notice to each Settlement Class Member no later than fifty (50) calendar days  
9 following the date of this Order.

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

15 9. The Court conditionally approves Class Counsel’s request for an attorneys’ fees  
16 award of \$1,800,000 or 30% of the gross Settlement Fund, plus actual and projected litigation costs  
17 of approximately \$14,500. This approval is preliminary and is subject to modification at the time  
18 of final settlement approval upon a showing of appropriate cause.

19 10. The Court preliminarily approves up to \$15,000.00 to be paid from the settlement  
20 fund to compensate CPT Group Class Action Administrators for its services provided in the  
21 administration of the settlement. This approval is preliminary and is subject to modification at the  
22 time of final settlement approval upon a showing of appropriate cause.

23 11. The Court preliminarily approves an award of an incentive payment of \$15,000  
24 each to Thomas Pearson and David Davies in recognition of the substantial benefits obtained for  
25 the Settlement Class through their work as class representatives, the time devoted by them in  
26 consulting with counsel about the facts of the case, litigation strategy, and their input and assistance

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1 during settlement negotiations at mediation as well as in recognition of their releasing all  
2 individual claims, known or unknown, pled or unpled in the Case, including, but not limited to,  
3 claims relating to their application for employment, employment, and/or cessation of employment.

4 12. On July 26, 2024, at 9:00 a.m., a Final Settlement Approval Hearing shall be held  
5 before the Honorable Stanley J. Rumbaugh at the Pierce County Superior Court in Tacoma,  
6 Washington, to determine whether the Court should approve the fairness, adequacy, and  
7 reasonableness of the terms and conditions of the Settlement Agreement and whether the Court  
8 should enter the Parties' proposed Final Order and Judgment.

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

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

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

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

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

20 18. The released claims specifically include, but are not limited to, any claims based  
21 on: (1) any alleged failure to pay for all hours worked including but not limited to time spent on-  
22 call or travel or other time spent in response to on-call incidents; (2) any alleged failure to pay  
23 prevailing wage for travel or equipment mobilization time related to public works jobs; (3) any  
24 alleged failure to pay for sick leave taken at the proper hourly rate; (4) any alleged missed,  
25 interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods;  
26 and (5) any attendant claims for unpaid wages, overtime payments, premium payments, interest,

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1 exemplary damages, and attorneys' fees and costs relating to any of the foregoing as they relate to  
2 the named Defendant, as well as its respective past, current, or future successors and assigns,  
3 together with each of their respective parent companies, subsidiaries, related or affiliated  
4 companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and  
5 insurers, along with any other individual or entity who could be jointly or severally liable for any  
6 of the claims alleged in this action or released by the parties' Settlement Agreement.

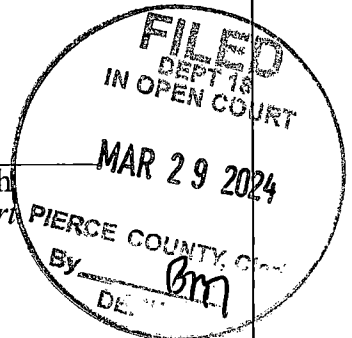
7 19. The Final Settlement Approval Hearing, and all dates provided for herein, may,  
8 without further notice to the Settlement Class, be continued or adjourned by order of this Court.

9 20. Consistent with the Settlement Agreement, neither this Order, nor the fact or  
10 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall  
11 they be used as evidence in any proceeding for the purpose of establishing Defendant's liability or  
12 wrongdoing.

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

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21 IT IS SO ORDERED this 29<sup>th</sup> day of March, 2024

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24 The Honorable Stanley J. Rumbaugh  
25 Judge, Pierce County Superior Court



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Presented by:

ENTENTE LAW PLLC

/s/ James B. Pizl  
James B. Pizl, WSBA #28969  
Justin Abbasi, WSBA #53582  
Ari Robbins Greene, WSBA #54201  
*Attorneys for Plaintiffs*

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

MILLER NASH LLP

/s/ Susan K. Stahlfeld {with Permission}  
Susan K. Stahlfeld, WSBA #22003  
David Worley, WSBA #46948  
*Attorneys for Defendant*