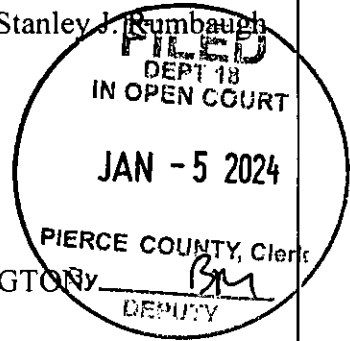




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The Honorable Stanley J. Rumbaugh



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

LARISSA J. SMITH, ISABELLE  
BOOKOUT, and HAILEY BRAGG  
individually and on behalf of all those  
similarly situated,

Plaintiffs,

vs.

THE WEDGE CORPORATION, a  
Washington corporation

Defendant.

No. 21-2-08576-0

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 Plaintiff's preliminary and final memoranda in support of approval of the Settlement Agreement, and the Declarations of James B. Pizl and Veronica Olivares 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 dated  
 7 August 25, 2023 ("Preliminary Order"), which incorporates language (1) Certifying the Settlement  
 8 Class and Subclass; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is hereby  
 9 incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for Final  
 10 Approval of Class Action Settlement and 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 Settlement Class previously certified by the Court. No Settlement Class Members  
 13 have requested exclusion from the proposed Settlement Class, and thus all are bound by the  
 14 Settlement Agreement and this Final Judgment.

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

17 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an  
 18 individual notice by first-class mail to the last-known address of each Settlement Class Member  
 19 and by email where an email address was available, provided the best notice practicable under the  
 20 circumstances. The Notice provided due and adequate notice of these proceedings and of the  
 21 matters set forth therein, including the pendency of the action, the terms of the proposed Settlement  
 22 Agreement, and the procedure for submitting objections to the Settlement Agreement, to all  
 23 persons entitled to such notice. The Declaration of Veronica Olivares confirms that the Notice  
 24 was mailed in accordance with the terms of the Settlement Agreement and the Court's Preliminary  
 25 Order. The Court finds and concludes that said Notice fully satisfied the requirements of CR  
 26 23(c)(2) and CR 23(e) and the requirements of due process.

1           5.     No objections to the Settlement Agreement have been communicated to the  
 2 Settlement Administrator, Settlement Class Counsel or filed with the Court, and none were raised  
 3 at the Final Approval Hearing. Settlement Class Members who failed to present objections to the  
 4 Settlement Agreement are hereby deemed to have waived any such objections and are forever  
 5 foreclosed from making 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 Plaintiffs and Settlement Class Counsel adequately represented  
 10 the Settlement Class for purposes of entering into and implementing the Settlement.

11          8.     The Court finds that Settlement Class Counsel’s request for an award of attorneys’  
 12 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel’s request for  
 13 a fees’ award in the amount of \$225,000 plus litigation costs of \$9,519.44, which sums shall be  
 14 paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is in  
 15 full and final payment of any claim for fees and costs incurred by counsel for Plaintiffs and the  
 16 Settlement Class in this case.

17          9.     The Court further approves payment in the amount of \$7,500 each to Larissa Smith,  
 18 Hailey Bragg, and Isabell Bookout as the Named Plaintiffs’ Incentive Awards, in addition to their  
 19 pro rata share of the Net Settlement Class Fund under the Settlement Agreement, to be paid by  
 20 Defendant from the Settlement Amount, in recognition of their services on behalf of the Settlement  
 21 Class in this action.

22          10.    The Court further approves payment in the amount of \$5,000 each to Larissa Smith,  
 23 Hailey Bragg, and Isabell Bookout to be paid by Defendant from the Settlement Amount, in  
 24 exchange for the full release of their known and unknown claims.

25          11.    The Court further approves payment in the amount of up to \$19,000 to CPT Group  
 26 from the Settlement Amount for its services provided in the administration of the Settlement.

1           12.     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 consistent with the terms of the Settlement Agreement, and (iii) do not limit the  
 7 rights of the Settlement Class Members.

8           13.     The Court hereby dismisses this action and any and all Released Claims with  
 9 prejudice as to Larissa Smith, Hailey Bragg, Isabelle Bookout, and all Settlement Class Members,  
 10 and without costs or attorneys’ fees to any party except as provided under the terms of the  
 11 Settlement Agreement and this Final Judgment. As used herein, and as set forth in the Settlement  
 12 Agreement, as it relates to the Settlement Class, the term “Released Claims” means all claims  
 13 raised or that could have been raised based on the facts alleged in the First Amended class Action  
 14 Complaint through August 18, 2023. For clarity, this includes, but is not limited to the release  
 15 from any claims, loss, or damage sustained by Plaintiffs or the Class Members based on federal,  
 16 state, or local laws pertaining to unpaid wages, unpaid meal time, unpaid overtime, failure to  
 17 comply with any timekeeping or recordkeeping requirements, unpaid service charges, failure to  
 18 allow rest and meal periods that comply with WAC 296-126, RCW 49.48, RCW 49.46, RCW  
 19 49.52, exemplary damages, interest, fees, costs, attorneys’ fees and all other claims and allegations  
 20 made in the Action, or any assertion of rights relating to any of the foregoing.

21           14.     All Settlement Class Members and Plaintiffs Larissa Smith, Hailey Bragg, and  
 22 Isabelle Bookout are hereby barred and permanently enjoined from maintaining, prosecuting,  
 23 commencing, or pursuing any of the Released Claims as set forth in §VI.1(t) and §VI.2 of the  
 24 Settlement Agreement, respectively, against any of the Released Parties, and Plaintiffs and all  
 25 Settlement Class Members shall be conclusively deemed to have released and discharged the  
 26 Released Parties from any and all such claims.


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15. Without affecting the finality of this Final Judgment for purposes of appeal, the Court reserves jurisdiction over the Parties as to all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purposes. ~~However, the Parties may amend the Settlement Agreement without reopening this cause number and without seeking Court approval by mutual agreement confirmed in writing signed by the Parties' counsel.~~ (512)

16. Pending the funding of the settlement amount by Defendant, this case, including all individual and class claims presented thereby, is hereby dismissed, with prejudice.

IT IS SO ORDERED this 5 Day of January, 2024

  
Honorable Stanley J. Rombaugh  
Judge, Pierce County Superior Court

**FILED**  
DEPT 13  
IN OPEN COURT  
JAN - 5 2024  
PIERCE COUNTY, Clerk  
DEPUTY 

Presented By:

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

ENTENTE LAW PLLC

FISHER & PHILLIPS LLP

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