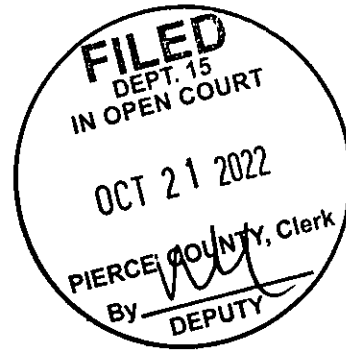




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The Honorable Gretchen Leanderson



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

COLE W. CHAMBERS, individually and on behalf of all those similarly situated,

Plaintiff,

vs.

FOUNDATION PARTNERS GROUP, LLC, a foreign limited liability company,

Defendant.

No. 22-2-06113-3

~~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 Plaintiff's Motion for Conditional Settlement Class Certification and Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"). In conjunction with Plaintiff's Motion, Plaintiff has 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 Plaintiff's 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 and Subclass:

8 **Class:** All individuals currently or formerly employed by Defendant in
9 Washington state at any time between and including April 29, 2019 and the date of
10 preliminary approval of this settlement excluding Defendant's officers and
11 members and those employed in positions excluded by RCW 51.12.020.

12 **Subclass:** All Settlement Class members who, at any time between and
13 including April 29, 2019 and the date of preliminary approval of this settlement,
14 were employed by Defendant in Washington state as a funeral director in training
15 or other similar position within the funeral director family of positions at FPG (e.g.,
16 funeral director/embalmer, funeral director/embalmer in training, lead funeral
17 director, and funeral arranger).

18 The Settlement Class shall exclude any persons who opt out of the Settlement Class in accordance
19 with the terms of the Settlement Agreement and Paragraph 14 of this Order.

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

22 a. The Settlement Class and Subclass, which consists of approximately 125
23 individuals, is so numerous that joinder of all members is impracticable. In reaching this
24 conclusion, the Court has considered not just the number of Class and Subclass members,
25 but the interests of judicial efficiency, the relatively small value of many Settlement Class
26 and Subclass Member claims, and other factors relevant to the interest and ability of
employees to individually join or bring claims against a current or former employer.

b. There are questions of law and fact common to the Settlement Class,
including, but not limited to: whether FPG was limited by law in the amounts it could
deduct for worker's compensation premiums from wages of the members of the Settlement

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Class and did FPG deduct amounts from wages of the members of the Settlement Class for worker's compensation premiums in amounts greater than authorized by law.

c. There are questions of law and fact common to the Settlement Subclass, including, but not limited to: whether FPG was required to pay wages for time spent on-call by the Settlement Subclass awaiting and actually communicating with customers and performing other tasks, whether Defendant failed to provide rest breaks and meal periods in compliance with Washington law and whether Defendant failed to compensate with additional wages when meal and rest periods were not provided in compliance with Washington law.

d. The claims of the Named Plaintiff are typical of the claims of the Settlement Class, and the Named Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class and Subclass.

e. Certification of a Settlement Class and Subclass under CR 23(b)(3) is appropriate because questions of law and fact common to all Settlement Class and Subclass 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) and (c) above.

3. Pursuant to CR 23, Named Plaintiff Cole W. Chambers is hereby appointed and designated, for all purposes, as the Class Representatives of the Settlement Class and Subclass, and James B. Pizl and Entente Law, PLLC are hereby appointed and designated as Class Counsel for the Settlement Class and Subclass.

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

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1 5. The Court approves the proposed forms and content of the Notice of Proposed Class
2 Settlement and Notice of Proposed Class and Subclass Settlement (collectively, the “Class
3 Notices”) that are attached as Exhibits A and B, respectively, to Exhibit 1 to the Declaration of
4 James B. Pizl.

5 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
6 Administrator responsible for establishing a Qualified Settlement Fund (“QSF”) pursuant to IRC
7 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class and
8 Settlement Subclass Members, processing and filing all appropriate tax forms and documents
9 including but not limited to W2s, 1099s, 1120-SF, etc.

10 7. Consistent with the terms of the Settlement Agreement, the Settlement
11 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
12 copy of the Class Notices to each Settlement Class and Subclass Member no later than thirty-five
13 (35) calendar days following the date of this Order.

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

19 9. The Court conditionally approves Class Counsel’s request for an attorneys’ fees
20 award of \$163,500.00 or 30% of the gross Settlement Fund, plus actual and projected litigation
21 costs of \$1,500.00. This approval is preliminary and is subject to modification at the time of final
22 settlement approval upon a showing of appropriate cause.

23 10. The Court preliminarily approves up to \$15,000 to be paid from the settlement fund
24 to compensate CPT Group Class Action Administrators for its services provided in the
25 administration of the settlement. This approval is preliminary and is subject to modification at the
26 time of final settlement approval upon a showing of appropriate cause.

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1 11. The Court preliminarily approves award of an incentive payment of \$7,500.00 to
2 Cole W. Chambers in recognition of his role in this case and service to the Settlement Class. This
3 approval is preliminary and is subject to modification at the time of final settlement approval.

4 12. On February 24, 2023, at 9:00 a.m., a Final Settlement Approval Hearing shall be
5 held before the Honorable Gretchen Leanderson 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 Notices was completed in accordance with the requirements
13 of this Order and the terms of the Settlement Agreement and provide information concerning the
14 individuals that have opted out of the settlement and any objections received. A draft copy of
15 these pleadings shall be provided to Defendant before filing.

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

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

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

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

21 18. The Final Settlement Approval Hearing, and all dates provided for herein, may,
22 without further notice to the Settlement Class and Subclass, be continued or adjourned by order of
23 this Court.

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

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

IT IS SO ORDERED this 21 day of October, 2022.

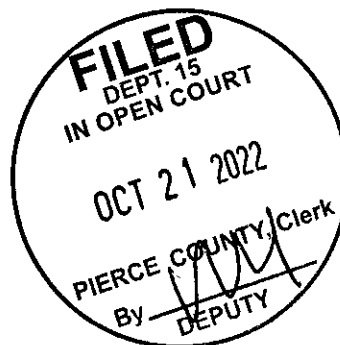

Honorable Gretchen Leanderson
Judge, Pierce County Superior Court

Presented by:

ENTENTE LAW PLLC

s/ James B. Pizl

James B. Pizl, WSBA #28969
Ari Robbins Greene, WSBA #54201
Attorneys for Plaintiff



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

JACKSON LEWIS PC

s/ Peter H. Nohle {with permission}

Peter H. Nohle, WSBA #35849
Attorney for Defendant