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The Honorable Gretchen Leanderson
By Hearing Date: February 24, 2023
Hearing Time: 9:00 a.m.

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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 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 Irvin Garcia on half 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 the likelihood of success of both Plaintiff's claims and Defendant's defenses. The Court has also considered the

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1 status and extent of the Parties' investigation, research, discovery, and negotiations with respect
2 to Plaintiff's 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) Certifying the Settlement Class; (2) Authorizing Notice; and (3)
8 Setting Final Fairness Hearing, dated October 21, 2022 ("Preliminary Order") 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 and Subclass previously certified by the Court. No Settlement
13 Class Members have requested exclusion from the proposed Settlement Class, and thus all are
14 bound by the 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 provided the best notice practicable under the circumstances. The Notice provided due and
20 adequate notice of these proceedings and of the matters set forth therein, including the pendency
21 of the action, the terms of the proposed Settlement Agreement, and the procedure for submitting
22 objections to the Settlement Agreement, to all persons entitled to such notice. The Declaration of
23 Irvin Garcia confirms that the Notice was mailed in accordance with the terms of the Settlement
24 Agreement and the Court's Preliminary Order. The Court finds and concludes that said Notice
25 fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the requirements of due process.
26

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 Plaintiff 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 attorney's
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 \$163,500.00 plus litigation costs of \$340.75, 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 Plaintiff and the
16 Settlement Class in this case.

17 9. The Court further approves payment in the amount of \$7,500.00 to Cole W.
18 Chambers as the Named Plaintiff Incentive Award, in addition to his pro rata share of the Net
19 Settlement Class Fund under the Settlement Agreement, to be paid by Defendant from the
20 Settlement Amount, in recognition of his services on behalf of the Settlement Class in this action.

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

23 11. The Parties and the Settlement Administrator are hereby directed to proceed with
24 the settlement payment and administration procedures specified under the terms of the Settlement
25 Agreement. The Parties are hereby authorized, without further approval from the Court, to
26 mutually agree to and adopt such amendments, modifications and expansions' of the Settlement

1 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
2 Judgment, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not
3 limit the rights of the Settlement Class Members.

4 12. The Court hereby dismisses this action and any and all Released Claims with
5 prejudice as to Plaintiff Cole W. Chambers and all Settlement Class and Subclass Members, and
6 without costs or attorneys' fees to any party except as provided under the terms of the Settlement
7 Agreement and this Final Judgment. As used herein, and as set forth in the Settlement Agreement,
8 as it relates to the Settlement Class, the term "Released Claims" means any and all claims, whether
9 known or unknown, that were brought or that could have been brought based on any facts alleged
10 in the Case with respect to any deductions that were made by Foundation Partners Group, LLC
11 ("FPG") for worker's compensation/industrial insurance benefits premiums. The Released Claims
12 specifically include, but are not limited to, any claims arising out of or relating to a failure to pay
13 wages on account of such deductions, a failure to timely pay all wages due on account of such
14 deductions, any alleged violation of the Washington Industrial Welfare Act or Washington
15 Industrial Insurance Act (whether arising under Title 49 RCW, Title 51 RCW, or otherwise) on
16 account of such deductions, any alleged unjust enrichment or misappropriation on account of such
17 deductions, as well as any attendant claims for unpaid wages, premium payments, penalties,
18 interest, exemplary damages, and attorney's fees and costs' relating to each of the foregoing. In
19 addition, as to the Settlement Subclass, "Released Claims" shall also include any and all claims,
20 whether known or unknown, that were brought or that could have been brought based on any facts
21 alleged in the Case with respect to a failure to pay for all hours worked (whether due to a failure
22 to pay for allegedly compensable on-call time, a failure to pay for time spent working outside the
23 normal workday, or otherwise), as well as any and all claims that were brought or that could have
24 been brought based on any facts alleged in the Case with respect to a failure to provide meal periods
25 and/or rest breaks. As it relates to the Subclass, the Released Claims specifically include, but are
26 not limited to, any claims alleging a failure to pay for all hours worked, a failure to timely pay for

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1 all wages when due, a failure to pay all wages arising out of or relating to any alleged missed,
2 interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, as
3 well as any attendant claims for unpaid wages, overtime payments, premium payments, interest,
4 exemplary damages, and attorney's fees and costs relating to each of the foregoing.

5 13. All Settlement Class Members and Plaintiff Cole W. Chambers are hereby barred
6 and permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the
7 Released Claims as set forth in §VI.2 of the Settlement Agreement, respectively, against any of
8 the Released Parties, and Plaintiff and all Settlement Class Members shall be conclusively deemed
9 to have released and discharged the Released Parties from any and all such claims.

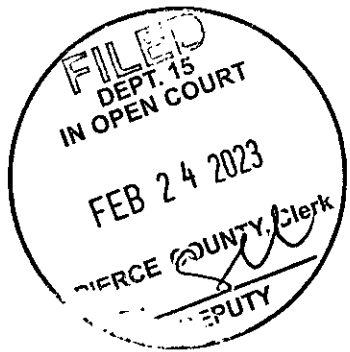
10 14. Without affecting the finality of this Final Judgment for purposes of appeal, the
11 Court reserves jurisdiction over the Parties as to all matters relating to the administration,
12 consummation, enforcement and interpretation of the Settlement Agreement and the Final
13 Judgment, and for any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

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

16 IT IS SO ORDERED this 24 day of February, 2023


17
18 Honorable Gretchen Leanderson
19 Judge, Pierce County Superior Court

20
21 Presented By:
22 ENTENTE LAW PLLC
23
24 s/ James B. Pizl
25 James B. Pizl, WSBA #28969
26 Ari Robbins Greene, WSBA #54201
Attorneys for Plaintiff



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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