



FILED  
Lewis County Superior Court  
Clerk's Office

The Honorable Joely A. Yeager

OCT 13 2023

Scott Tinney, Clerk

By \_\_\_\_\_, Deputy

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

ALICIA REYES FKA ALICIA HALL,  
individually and on behalf of all those  
similarly situated,

Plaintiff,

vs.

AMERICAN BEHAVIORAL HEALTH  
SYSTEMS, INC., a Washington Corporation,  
SPECIALTY SERVICES II, LLC, a  
Washington Limited Liability Company,  
SPECIALTY SERVICES III, INC., a  
Washington Corporation, and  
CRAIG PHILLIPS, individually and his  
marital community.

Defendants.

No. 22-2-00414-21

~~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 Chantal Soto-Najera 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, the Court, being

1 fully advised, has determined that the proposed Settlement Agreement should be approved as fair,  
2 adequate, and reasonable. In making this determination, the Court has considered the likelihood of  
3 success of both Plaintiff's claims and Defendants' defenses. The Court has also considered the  
4 status and extent of the Parties' investigation, research, discovery, and negotiations with respect  
5 to Plaintiff's claims and Defendants' defenses. Finally, the Court finds that all settlement  
6 negotiations were conducted in good faith and at arms' length and that there was no collusion.  
7 Good cause appearing therefore, it is hereby

8 ORDERED, ADJUDGED AND DECREED that:

9 1. The Court's Order Granting Preliminary Approval of Class Action Settlement (1)  
10 Certifying the Settlement Class; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing,  
11 dated June 9, 2023 ("Preliminary Order") is hereby incorporated herein as though fully set forth  
12 in this Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and  
13 Dismissing Action with Prejudice ("Final Judgment").

14 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the  
15 members of the Settlement Class previously certified by the Court. Only two Settlement Class  
16 Members have requested exclusion from the proposed Settlement Class, and thus all but those two  
17 are bound by the Settlement Agreement and this Final Judgment.

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

20 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an  
21 individual notice by first-class mail to the last-known address of each Settlement Class Member  
22 and email where an email address was available, provided the best notice practicable under the  
23 circumstances. The Notice provided due and adequate notice of these proceedings and of the  
24 matters set forth therein, including the pendency of the action, the terms of the proposed Settlement  
25 Agreement, and the procedure for submitting objections to the Settlement Agreement, to all  
26 persons entitled to such notice. The Declaration of Chantal Soto-Najera confirms that the Notice

1 was mailed in accordance with the terms of the Settlement Agreement and the Court's Preliminary  
2 Order. The Court finds and concludes that said Notice fully satisfied the requirements of CR  
3 23(c)(2) and CR 23(e) and the requirements of due process.

4 5. Only two objections to the Settlement Agreement have been communicated to the  
5 Settlement Administrator and Settlement Class Counsel, none were filed with the Court, and none  
6 were raised at the Final Approval Hearing. Settlement Class Members who failed to present  
7 objections to the Settlement Agreement are deemed to have waived any such objections and are  
8 forever foreclosed from making any objections to the Settlement or appealing this Final Judgment.

9 6. Consistent with the Settlement Agreement, neither this Final Judgment, nor the fact  
10 or substance of the Settlement Agreement, shall be considered a concession or admission by or  
11 against the Released Parties of any wrongdoing or legal liability.

12 7. The Court finds that Plaintiff and Settlement Class Counsel adequately represented  
13 the Settlement Class for purposes of entering into and implementing the Settlement.

14 8. The Court finds that Settlement Class Counsel's request for an award of attorney's  
15 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel's request for  
16 a fees' award in the amount of \$690,000 plus litigation costs of \$6,750.53, which sums shall be  
17 paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is in  
18 full and final payment of any claim for fees and costs incurred by counsel for Plaintiff and the  
19 Settlement Class in this case.

20 9. The Court further approves payment in the amount of \$7,500.00 to Alicia Reyes as  
21 the Service Award, in addition to her pro rata share of the Net Settlement Class Fund under the  
22 Settlement Agreement, to be paid by Defendants from the Settlement Amount, in recognition of  
23 her services on behalf of the Settlement Class in this action.

24 10. The Court further approves payment in the amount of \$35,000.00 to Alicia Reyes  
25 for a full release award in addition to the service award and her pro rata share of the Net Settlement  
26

1 Class Fund under the Settlement Agreement, to be paid by Defendants from the Settlement  
2 Amount, in recognition of her full release of all claims against Defendants.

3 11. The Court further approves payment in the amount of up to \$21,500 to CPT Group  
4 from the Settlement Amount for its services provided in the administration of the Settlement.

5 12. The Parties and the Settlement Administrator are hereby directed to proceed with  
6 the settlement payment and administration procedures specified under the terms of the Settlement  
7 Agreement. The Parties are hereby authorized, without further approval from the Court, to  
8 mutually agree to and adopt such amendments, modifications and expansions of the Settlement  
9 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final  
10 Judgment, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not  
11 limit the rights of the Settlement Class Members.

12 13. The Court hereby dismisses this action and any and all Released Claims with  
13 prejudice as to Plaintiff Alicia Reyes and all Settlement Class Members, and without costs or  
14 attorneys' fees to any party except as provided under the terms of the Settlement Agreement and  
15 this Final Judgment. As used herein and as it relates to the Settlement Class, the term "Released  
16 Claims" shall have the meaning set forth in the Settlement Agreement, incorporated here, which  
17 means any and all claims, whether known or unknown, that were brought or could have been  
18 brought based on any facts alleged in the Case; and the Released Claims specifically include but  
19 are not limited to any claims arising out of or relating to any alleged missed, interrupted, shortened,  
20 untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, including any attendant  
21 claims for unpaid wages, overtime payments, premium payments, interest of any kind, exemplary  
22 damages, and attorney's fees and costs. The additional Released Claims for Plaintiff specifically  
23 include, but are not limited to, the individual claims brought in the Complaint filed in the Case for  
24 unlawful discharge in violation of the Washington Minimum Wage Act, unlawful discharge in  
25 violation of the Washington Family Medical Leave Act, and wrongful termination in violation of  
26

1 public policy as well as any and all claims arising out of her application for employment,  
2 employment, and/or cessation of employment.

3 14. All Settlement Class Members and Plaintiff Alicia Reyes are hereby barred and  
4 permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the  
5 Released Claims as set forth in §VI.1(r) and §VI.2 of the Settlement Agreement, respectively,  
6 against any of the Released Parties set forth in §VI.1(s) of the Settlement Agreement, and Plaintiff  
7 and all Settlement Class Members shall be conclusively deemed to have released and discharged  
8 the Released Parties from any and all such claims.

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

13 16. Subject to payment of the Maximum Settlement Amount by Defendants pursuant  
14 to §VI.3 of the Settlement Agreement, this case, including all individual and class claims presented  
15 thereby, is hereby dismissed, with prejudice.

16 IT IS SO ORDERED this 13<sup>th</sup> Day of October, 2023

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18   
19 Honorable Joely A. Yeager  
Judge, Lewis County Superior Court

20 Presented By:

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

21 ENTENTE LAW PLLC

KUTAK ROCK LLP

22 /s/ James B. Pizl  
23 James B. Pizl, WSBA #28969  
24 Justin Abbasi, WSBA #53582  
25 Ari Robbins Greene, WSBA #54201  
26 *Attorneys for Plaintiff*

/s/ Geana M. Van Dessel {with Permission}  
Geana M. Van Dessel, WSBA #35969  
Sarah E. Elsdon, WSBA #51158  
*Attorneys for Defendant*