



The Honorable J. Andrew Toynebe

FILED  
Lewis County Superior Court  
Clerk's Office

JUN 09 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  
dissolved Washington Corporation, and  
CRAIG PHILLIPS, individually and his  
marital community.

Defendants.

No. 22-2-00414-21

~~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 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 Plaintiffs' Motion.

WHEREAS, the Court has considered Plaintiff's Motion, the Parties' signed Settlement Agreement, and all of the other pleadings, papers, and filings herein;

1 WHEREAS, as used herein, all terms defined in the Parties' Settlement Agreement shall  
2 have the same meaning here; and

3 WHEREAS, good cause appearing that the Parties' Settlement Agreement is within the  
4 range of reasonableness and is presumptively valid,

5 1. NOW, THEREFORE, IT IS ORDERED as follows:

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

10 All individuals who were employed by American Behavioral Health Systems, Inc.,  
11 Specialty Services II, LLC, and/or Specialty Services III, Inc. in hourly-paid  
positions in the State of Washington from February 18, 2019, through April 3, 2023.

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 14 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 1,850 individuals, is  
17 so numerous that joinder of all members is impracticable. In reaching this conclusion, the Court  
18 has considered not just the number of Class members, but the interests of judicial efficiency, the  
19 relatively small value of many Settlement Class Member claims, and other factors relevant to the  
20 interest and ability of employees to individually join or bring claims against a current or former  
21 employer.

22 b. There are questions of law and fact common to the Settlement Class,  
23 including, but not limited to: whether Defendants violated WAC 296-126-092 by failing to provide  
24 adequate rest breaks and meal periods to Plaintiff and Settlement Class Members; and whether  
25 Defendants were required to and failed to compensate Plaintiff and Settlement Class Members  
26

1 with additional wages when rest breaks and meal periods were not provided in compliance with  
2 Washington law

3 c. The claims of the named Plaintiff are typical of the claims of the Settlement  
4 Class, and the named Plaintiff and Class Counsel will fairly and adequately protect the interests of  
5 the Settlement Class.

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

11 3. Pursuant to CR 23, named Plaintiff Alicia Reyes is appointed and designated for all  
12 purposes as the Class Representative of the Settlement Class, and James B. Pizl, Ari Robbins  
13 Greene, and Justin Abbasi of Entente Law PLLC and James McCanna of McCanna Law PLLC  
14 are hereby appointed and designated as Class Counsel for the Settlement Class.

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

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

20 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement  
21 Administrator responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to IRC  
22 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class  
23 Members, processing and filing all appropriate tax forms and documents including but not limited  
24 to W2s, 1099s, 1120-SF, etc.

25 7. Consistent with the terms of the Settlement Agreement, the Settlement  
26 Administrator is directed to email and mail, or cause to be mailed by first-class mail a copy of the

1 Class Notice to each Settlement Class Member no later than forty-five (45) calendar days  
2 following the date of this Order.

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

8 9. The Court conditionally approves Class Counsel's request for an attorney's fees  
9 award of \$690,000 or 30% of the gross Settlement Fund, plus actual and projected litigation costs  
10 of \$10,000. This approval is preliminary and is subject to modification at the time of final  
11 settlement approval upon a showing of appropriate cause.

12 10. The Court preliminarily approves up to \$21,500 to be paid from the Settlement  
13 Fund to compensate CPT Group Class Action Administrators for its services provided in the  
14 administration of the settlement. This approval is preliminary and is subject to modification at the  
15 time of final settlement approval upon a showing of appropriate cause.

16 11. The Court preliminarily approves a class representative service award of \$7,500 to  
17 Alicia Reyes in recognition of her role in this case and service to the Settlement Class. This  
18 approval is preliminary and is subject to modification at the time of final settlement approval.

19 12. The Court preliminarily approves an additional award of \$35,000 to Alicia Reyes  
20 in exchange for her full release of all claims known and unknown with Defendants, including but  
21 not limited to the individual claims brought in the complaint for unlawful discharge in violation of  
22 the Washington Minimum Wage Act, unlawful discharge in violation of the Washington Family  
23 Medical Leave Act, and wrongful termination in violation in public policy, as well as all claims  
24 that could have been asserted in the complaint based on her employment with Defendants.

25 13. On October 13, 2023, at 9:30 a.m., a Final Settlement Approval Hearing shall be  
26 held before the Honorable ~~J. Andrew~~ <sup>Joely Yeager</sup> Toynebee at the Lewis County Superior Court in Chehalis,

1 Washington, to determine whether the Court should approve the fairness, adequacy, and  
2 reasonableness of the terms and conditions of the Settlement Agreement and whether the Court  
3 should enter the Parties' proposed Final Order and Judgment.

4 14. Plaintiff shall file memoranda or other papers she may wish to submit in support of  
5 the proposed Settlement Agreement no later than seven (7) court days before the Final Settlement  
6 Approval Hearing. The memoranda shall confirm that the mailing and emailing of the Class Notice  
7 was completed in accordance with the requirements of this Order and provide information  
8 concerning the individuals that have opted out of the settlement and any objections received. A  
9 draft copy of these pleadings shall be provided to Defendants before filing.

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

17 16. Any Settlement Class Member may enter an appearance through counsel of such  
18 Settlement Class Member's own choosing and at such Settlement Class Member's own expense.  
19 Any Settlement Class Member who does not personally appear or otherwise enter an appearance  
20 at the Final Settlement Approval Hearing shall be deemed to be represented by Class Counsel in  
21 this litigation as provided above.

22 17. Any Settlement Class Member who has not validly requested exclusion may submit  
23 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the  
24 addresses provided in the Settlement Notice, a written statement containing the Settlement Class  
25 Member's name, current address, and the substance of his or her objection (including any briefs  
26 and supporting papers) no later than 45 days after the date of mailing of the Class Notice. Any

1 Settlement Class Member who presents written objections in the manner prescribed above may  
2 also appear personally or through counsel at the Final Settlement Approval Hearing to express the  
3 Settlement Class Member's views regarding the Settlement Agreement. Only Settlement Class  
4 Members who object to the Settlement Agreement in writing, in person, or by appearance through  
5 counsel, in accordance with the procedures set forth in this Order, shall be permitted to appeal or  
6 otherwise seek review of this Court's decision approving or rejecting the Settlement Agreement.  
7 Failure to follow the procedures for objecting set forth herein shall constitute a waiver of a  
8 Settlement Class Member's right to object to the Settlement Agreement.

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

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

15 20. Consistent with the Settlement Agreement, neither this Order, nor the fact or  
16 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall  
17 they be used as evidence in any proceeding for the purpose of establishing Defendants' liability or  
18 wrongdoing.

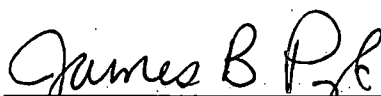
19 21. In the event the Settlement Agreement does not become effective in accordance  
20 with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved,  
21 or the Settlement Agreement is terminated, canceled, or fails to become effective for any reason,  
22 this Order shall be vacated and rendered null and void, the Settlement Class shall be decertified,  
23 and all claims and defenses previously asserted by the Parties shall be reinstated and the Court  
24 shall enter further appropriate orders governing the proceedings and establishing a revised case  
25 schedule in this matter.  
26

1 IT IS SO ORDERED this 9 day of June 2023

2  
3   
4 The Honorable J. Andrew Toynbee  
Judge, Lewis County Superior Court

5  
6 Presented by:

7 ENTENTE LAW PLLC

8 

9 James B. Pizl, WSBA #28969  
10 Justin O. Abbasi, WSBA #53582  
Ari Robbins Greene, WSBA #54201

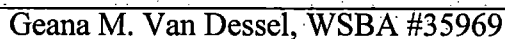
11 MCCANNA LAW PLLC

12 James K. McCanna, WSBA #22565

13 *Attorneys for Plaintiff*

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

16 KUTAK ROCK, LLP

17  
18 

19 Sarah E. Elsdon, WSBA #51158

20 *Attorneys for Defendants*