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SUPERIOR COURT

2024 SEP -4 PM 2: 12

COWLITZ COUNTY
STACI L. MYKLEBUST, CLERK

BY 

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

RYAN SEARCY, individually and on behalf
of all those similarly situated,

Plaintiff,

vs.

NIPPON DYNAWAVE PACKAGING
COMPAY, LLC, a foreign limited liability
company,

Defendant.

No. 23-2-00175-08

ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
DISMISSING ACTION WITH PREJUDICE

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 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 Plaintiff's claims and Defendant's defenses. The Court has also considered the status and extent of the Parties' investigation, research, discovery, and negotiations with respect



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1 to Plaintiff's claims and Defendant's defenses. Finally, the Court finds that all settlement
2 negotiations were conducted in good faith and at arms' length and that there was no collusion.
3 Good cause appearing therefore, it is hereby

4 ORDERED, ADJUDGED AND DECREED that:

5 1. The Court's Order Granting Preliminary Approval of Class Action Settlement dated
6 May 8, 2024 ("Preliminary Order"), which incorporates language (1) Certifying the Settlement
7 Class; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is hereby incorporated
8 herein as though fully set forth in this Order Granting Plaintiff's Motion for Final Approval of
9 Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").

10 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the
11 members of the Settlement Class previously certified by the Court. All Settlement Class Members
12 are bound by the Settlement Agreement and this Final Judgment.

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

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

25 5. No objections to the Settlement Agreement have been communicated to the
26 Settlement Administrator, Settlement Class Counsel or filed with the Court, and none were raised

1 at the Final Approval Hearing. Settlement Class Members who failed to present objections to the
2 Settlement Agreement are hereby deemed to have waived any such objections and are forever
3 foreclosed from making any objections to the Settlement or appealing this Final Judgment.

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

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

9 8. The Court finds that Class Counsel's request for an award of attorneys' fees and
10 costs is fair and reasonable, and hereby approves Class Counsel's request for a fees' award in the
11 amount of \$1,350,000.00 plus litigation costs of \$7,066.78, which sums shall be paid out of the
12 Settlement Amount as provided by the Settlement Agreement. This payment is in full and final
13 payment of any claim for fees and costs incurred by Class Counsel in this case.

14 9. The Court approves payment in the amount of \$7,500.00 to Ryan Searcy as the
15 Named Plaintiff Incentive Award, to be paid by Defendant from the Settlement Amount, in
16 recognition of her services on behalf of the Settlement Class in this action.

17 10. The Court further approves payment in the amount of up to \$12,000.00 to CPT
18 Group from the Settlement Amount for its services provided in the administration of the
19 Settlement.

20 11. The Parties and the Settlement Administrator are hereby directed to proceed with
21 the settlement payment and administration procedures specified under the terms of the Settlement
22 Agreement. The Parties are hereby authorized, without further approval from the Court, to
23 mutually agree to and adopt such amendments, modifications and expansions of the Settlement
24 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
25 Judgment, (ii) are consistent with the terms of the Settlement Agreement, and (iii) do not limit the
26 rights of the Settlement Class Members.

1 12. The Court hereby dismisses this action and any and all Released Claims with
2 prejudice as to Ryan Searcy, and all Settlement Class Members, and without costs or attorneys'
3 fees to any party except as provided under the terms of the Settlement Agreement and this Final
4 Judgment. As used herein, and as set forth in the Settlement Agreement, as it relates to the
5 Settlement Class, the term "Released Claims" means all claims raised or that could have been
6 raised based on the facts alleged in the Class Action Complaint through April 30, 2024. For clarity,
7 this means any and all claims, whether known or unknown, that were brought or that could have
8 been brought based on any facts alleged in the Case. The Released Claims specifically include, but
9 are not limited to (1) missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest
10 breaks and/or meal periods and unpaid overtime, and (2) any attendant claims for unpaid wages,
11 overtime payments, premium payments, interest, exemplary damages, and attorneys' fees and
12 costs relating to any of the foregoing.

13 13. All Settlement Class Members and Plaintiff Ryan Searcy are hereby barred and
14 permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the
15 Released Claims as set forth in §VI.1(r) and §VI.2 of the Settlement Agreement, respectively,
16 against any of the Released Parties, and Plaintiff and all Settlement Class Members shall be
17 conclusively deemed to have released and discharged the Released Parties from any and all such
18 claims.

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

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

1 IT IS SO ORDERED this 4 Day of September, 2024.

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4 Honorable B. Foster
Judge, Cowlitz County Superior Court

5
6 Presented By:

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

7 ENTENTE LAW PLLC

OGLETREE DEAKINS NASH SMOKE
STEWART PC

8
9 /s/ James B. Pizl
James B. Pizl, WSBA #28969
10 *Attorney for Plaintiffs*

/s/ Florence Z. Mao {with Permission}
Florence Z. Mao, WSBA #49973
Attorneys for Defendant