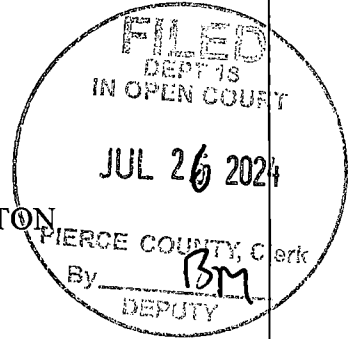


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The Honorable Stanley J. Rumbaugh



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

THOMAS A. PEARSON and DAVID  
DAVIES, individually and on behalf of all  
those similarly situated,

Plaintiffs,

vs.

OLSON BROTHERS PRO-VAC, LLC, a  
Washington Limited Liability Company

Defendant.

No. 23-2-05017-2

ORDER GRANTING PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
DISMISSING ACTION WITH PREJUDICE

(CLERK'S ACTION REQUIRED)

THIS MATTER came before the Court on Plaintiffs' 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-Najero 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 Plaintiffs' 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 Plaintiffs' 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 dated  
7 March 29, 2024 ("Preliminary Order"), which incorporates language (1) Certifying the Settlement  
8 Class; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is hereby incorporated  
9 herein as though fully set forth in this Order Granting Plaintiff's Motion for Final Approval of  
10 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 previously certified by the Court. Other than the one Settlement  
13 Class Member that requested exclusion from the proposed Settlement Class, all Settlement Class  
14 Members are 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 and by email where an email address was available, provided the best notice practicable under the  
20 circumstances. The Notice provided due and adequate notice of these proceedings and of the  
21 matters set forth therein, including the pendency of the action, the terms of the proposed Settlement  
22 Agreement, and the procedure for submitting objections to the Settlement Agreement, to all  
23 persons entitled to such notice. The Declaration of Chantal Soto-Najero confirms that the Notice  
24 was mailed in accordance with the terms of the Settlement Agreement and the Court's Preliminary  
25 Order. The Court finds and concludes that said Notice fully satisfied the requirements of CR  
26 23(c)(2) and CR 23(e) and the requirements of due process.

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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 Plaintiffs 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 attorneys'  
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 \$1,800,000 plus litigation costs of \$9,356.06, 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 Plaintiffs and the  
16 Settlement Class in this case.

17 9. The Court further approves payment in the amount of \$15,000 each to Thomas  
18 Pearson and David Davies as the Named Plaintiffs' Incentive Awards, in addition to their pro rata  
19 share of the Net Settlement Class Fund under the Settlement Agreement, to be paid by Defendant  
20 from the Settlement Amount, in recognition of their services on behalf of the Settlement Class in  
21 this action.

22 10. The Court further approves payment in the amount of up to \$15,000 to CPT Group  
23 from the Settlement Amount for its services provided in the administration of the Settlement.

24 11. The Parties and the Settlement Administrator are hereby directed to proceed with  
25 the settlement payment and administration procedures specified under the terms of the Settlement  
26 Agreement. The Parties are hereby authorized, without further approval from the Court, to

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1 mutually agree to and adopt such amendments, modifications and expansions of the Settlement  
2 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final  
3 Judgment, (ii) are consistent with the terms of the Settlement Agreement, and (iii) do not limit the  
4 rights of the Settlement Class Members.

5 12. The Court hereby dismisses this action and all Released Claims with prejudice as  
6 to Thomas Pearson, David Davies, and all Settlement Class Members, and without costs or  
7 attorneys' fees to any party except as provided under the terms of the Settlement Agreement and  
8 this Final Judgment. As used herein, and as set forth in the Settlement Agreement, as it relates to  
9 the Settlement Class, the term "Released Claims" means all claims raised or that could have been  
10 raised based on the facts alleged in the Class Action Complaint through March 29, 2024 with  
11 respect to (1) any alleged failure to pay for all hours worked including but not limited to time spent  
12 on-call or travel or other time spent in response to on-call incidents; (2) any alleged failure to pay  
13 prevailing wage for travel or equipment mobilization time related to public works jobs; (3) any  
14 alleged failure to pay for sick leave taken at the proper hourly rate; (4) any alleged missed,  
15 interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods;  
16 and (5) any attendant claims for unpaid wages, overtime payments, premium payments, interest,  
17 exemplary damages, and attorneys' fees and costs relating to any of the foregoing as they relate to  
18 the named Defendant, as well as its respective past, current, or future successors and assigns,  
19 together with each of their respective parent companies, subsidiaries, related or affiliated  
20 companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and  
21 insurers, along with any other individual or entity who could be jointly or severally liable for any  
22 of the claims alleged in this action or released by the parties' Settlement Agreement.

23 13. All Settlement Class Members and Plaintiffs Thomas Pearson and David Davies  
24 are hereby barred and permanently enjoined from maintaining, prosecuting, commencing, or  
25 pursuing any of the Released Claims as set forth in §VI.1(r) and §VI.2 of the Settlement  
26 Agreement, respectively, against any of the Released Parties, and Plaintiffs and all Settlement

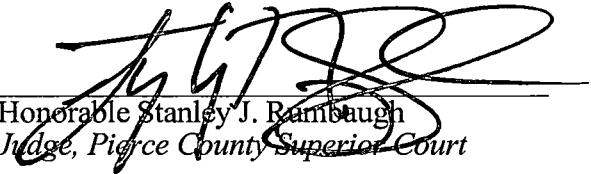
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1 Class Members shall be conclusively deemed to have released and discharged the Released Parties  
2 from any and all such claims.

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

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

9 IT IS SO ORDERED this 26 Day of July, 2024

10  
11   
12 Honorable Stanley J. Rumbaugh  
13 Judge, Pierce County Superior Court

14 Presented By:

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

15 ENTENTE LAW PLLC

MILLER NASH LLP

16 /s/ James B. Pizl  
17 James B. Pizl, WSBA #28969  
18 *Attorney for Plaintiffs*

/s/ David Worley {with Permission}  
Susan K. Stahlfeld, WSBA #22003  
David Worley, WSBA #46948  
*Attorney for Defendant*

