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DEPT 18
IN OPEN COURT

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PIERCE COUNTY Clerk
By [Signature]
DEPUTY

The Honorable Stanley J. Rumbaugh

4/17/2024 15:45 0238

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

ROBERTA TIESKOTTER, individually and on behalf of all those similarly situated,

Plaintiff,

vs.

WESTBAY AUTO PARTS, INC. a Washington corporation,

Defendant.

No. 23-2-10992-4

ORDER CONDITIONALLY CERTIFYING SETTLEMENT CLASS, GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, AUTHORIZING NOTICE, AND SETTING FINAL FAIRNESS HEARING

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 have 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 Plaintiff's Motion.

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

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

4/17/2024 15:45 0239

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

3 1. NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

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

8 Class A Settlement Period: All individuals who were employed by West Bay Auto
9 Parts, Inc. in the State of Washington in positions performing onsite work at
10 customer locations and paid on an hourly basis at any time from November 6, 2020
11 through March 29, 2024 ("Class Period A").

12 Class B Settlement Period: All individuals who applied for employment and/or who
13 were employed by West Bay Auto Parts, Inc. in the State of Washington in
14 positions performing onsite work at customer locations and paid on an hourly basis
15 at any time from August 13, 2023 through December 31, 2023 ("Class Period B").

16 The Settlement Class shall exclude any persons who opt out of the Settlement Class in accordance
17 with the terms of the Settlement Agreement and Paragraph 17 of this Order.

18 2. The Court finds that the prerequisites of CR 23(a) and (b)(3) have been satisfied for
19 the Settlement Class. Specifically, the Court finds as follows:

20 a. The Settlement Class, which consists of approximately 399 individuals, is
21 so numerous that joinder of all members is impracticable. In reaching this conclusion, the
22 Court has considered not just the number of Class members, but the interests of judicial
23 efficiency, the relatively small value of many Settlement Class Member claims, and other
24 factors relevant to the interest and ability of employees to individually join or bring claims
25 against a current or former employer.

26 b. There are questions of law and fact common to the Settlement Class,
including, but not limited to:

4/17/2024 15:45 0240

1 (1) whether Defendant violated WAC 296-126-092 by failing to
2 provide adequate rest breaks and meal periods to Plaintiff and members of the
3 Settlement Class A;

4 (2) whether Defendant was required to and failed to compensate
5 Plaintiff and members of the Settlement Class A with additional wages when rest
6 breaks and meal periods were not provided in compliance with Washington law;

7 (3) whether Defendant violated the Equal Pay and Opportunity Act
8 (“EPO”) by failure to disclose the wage scale or salary range in its job postings and
9 is therefore liable for statutory damages to members of Settlement Class B.

10 c. The claims of the Named Plaintiff are typical of the claims of the Settlement
11 Class, and the Named Plaintiff and Class Counsel will fairly and adequately protect the
12 interests of the Settlement Class.

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

19 3. Pursuant to CR 23, Named Plaintiff Rebecca Tieskotter is hereby appointed and
20 designated, for all purposes, as the Class Representatives of the Settlement Class, and James B.
21 Pizl and Entente Law PLLC are hereby appointed and designated as Class Counsel for the
22 Settlement Class.

23 4. Class Counsel is authorized to act on behalf of the Settlement Class with respect to
24 all acts or consents required by or which may be required pursuant to the Settlement Agreement.
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4/17/2024 15:45 0241

1 5. The Court approves the proposed form and content of the Notice of Proposed
2 Settlement of Class Action (“Class Notice”) that is attached as Exhibit 1 to the Declaration of
3 James B. Pizl.

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

9 7. Consistent with the terms of the Settlement Agreement, the Settlement
10 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
11 copy of the Class Notice to each Settlement Class Member no later than forty-five (45) calendar
12 days following the date of this Order.

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

18 9. The Court conditionally approves Class Counsel’s request for an attorneys’ fees
19 award of \$180,000 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
20 of approximately \$7,500. This approval is preliminary and is subject to modification at the time of
21 final settlement approval upon a showing of appropriate cause.

22 10. The Court preliminarily approves up to \$15,000.00 to be paid from the settlement
23 fund to compensate CPT Group Class Action Administrators for its services provided in the
24 administration of the settlement. This approval is preliminary and is subject to modification at the
25 time of final settlement approval upon a showing of appropriate cause.

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4/17/2024 15:45 0242

1 11. The Court preliminarily approves an award of an incentive payment of \$12,500
2 Roberta Tieskotter in recognition of the substantial benefits obtained for the Settlement Class
3 through her work as class representatives, the time devoted by her in consulting with counsel about
4 the facts of the case, litigation strategy, and her input and assistance during settlement negotiations
5 at mediation as well as in recognition of their releasing all individual claims, known or unknown,
6 pled or unpled in the Case, including, but not limited to, claims relating to her application for
7 employment, employment to date.

8 12. On August ¹⁶2, 2024 at 9:00 a.m., a Final Settlement Approval Hearing shall be held
9 before the Honorable Stanley J. Rumbaugh at the Pierce County Superior Court in Tacoma,
10 Washington, to determine whether the Court should approve the fairness, adequacy, and
11 reasonableness of the terms and conditions of the Settlement Agreement and whether the Court
12 should enter the Parties' proposed Final Order and Judgment.

13 13. Pursuant to Pierce County Local Court Rules, Plaintiff shall file memoranda or
14 other papers they may wish to submit in support of the proposed Settlement Agreement no later
15 than seven (7) court days before the Final Settlement Approval Hearing. The memoranda shall
16 confirm that the mailing of the Class Notice was completed in accordance with the requirements
17 of this Order and provide information concerning the individuals that have opted out of the
18 settlement and any objections received. A draft copy of these pleadings shall be provided to
19 Defendant before filing.

20 14. Any person who is eligible to exclude him or herself from the Settlement Class
21 under the terms of the Settlement Agreement must do so by following the instructions for
22 requesting exclusion as set forth in the Class Notice. All requests for exclusion from the Settlement
23 Class must be postmarked, hand-delivered, or emailed to the Settlement Administrator no later
24 than forty-five (45) days after the date of mailing of the Class Notice, in accordance with the
25 instructions in the Class Notice and the terms and requirements of the Settlement Agreement, or
26 they shall be deemed void and ineffective.

4/17/2024 15:45 0243

1 15. Any Settlement Class Member may enter an appearance through counsel of such
2 Settlement Class Member's own choosing and at such Settlement Class Member's own expense.
3 Any Settlement Class Member who does not personally appear or otherwise enter an appearance
4 at the Final Settlement Approval Hearing shall be deemed to be represented by Class Counsel in
5 this litigation as provided above.

6 16. Any Settlement Class Member who has not validly requested exclusion may submit
7 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the
8 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
9 Member's name, current address, and the substance of his or her objection (including any briefs
10 and supporting papers) no later than forty-five (45) days after the date of mailing of the Class
11 Notice. Any Settlement Class Member who presents written objections in the manner prescribed
12 above may also appear personally or through counsel at the Final Settlement Approval Hearing to
13 express the Settlement Class Member's views regarding the Settlement Agreement. Only
14 Settlement Class Members who object to the Settlement Agreement in writing, in person, or by
15 appearance through counsel, in accordance with the procedures set forth in this Order, shall be
16 permitted to appeal or otherwise seek review of this Court's decision approving or rejecting the
17 Settlement Agreement. Failure to follow the procedures for objecting set forth herein shall
18 constitute a waiver of a Settlement Class Member's right to object to the Settlement Agreement.

19 17. Pending this Court's ruling on final approval of the Settlement Agreement, the
20 Named Plaintiff and all Settlement Class Members are enjoined from filing or prosecuting any
21 claims, suits or administrative proceedings regarding claims released in the Settlement Agreement,
22 unless and until the Court's final settlement approval hearing.

23 18. The released claims specifically include but are not limited to (1) any claims arising
24 out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-
25 compliant rest breaks and/or meal periods by Settlement Class A Members; (2) any attendant
26 claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages,

4/17/2024 15:45 0244

1 and attorneys' fees and costs relating to any of the foregoing; and (3) any claims for actual or
2 statutory damages by Class B Members related to job postings that failed to disclose the wage
3 scale or salary range they relate to the named Defendant, as well as its respective past, current, or
4 future successors and assigns, together with each of their respective parent companies,
5 subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors,
6 employees, agents, attorneys, and insurers, along with any other individual or entity who could be
7 jointly or severally liable for any of the claims alleged in this action or released by the parties'
8 Settlement Agreement.

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

11 20. Consistent with the Settlement Agreement, neither this Order, nor the fact or
12 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall
13 they be used as evidence in any proceeding for the purpose of establishing Defendant's liability or
14 wrongdoing.

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

22 IT IS SO ORDERED this 12th day of April, 2024

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25 APR 12 2024

26 PIERCE COUNTY Clerk
By [Signature]
DEPUTY

[Signature]
The Honorable Stanley J. Kumbaugh
Judge, Pierce County Superior Court

4/17/2024 15:45 0245

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Presented by:

ENTENTE LAW PLLC

James B. Pizl
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Attorneys for Plaintiff

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

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