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The Honorable Angelica Williams
Hearing Date: March 14, 2025
Hearing Time: 9:00 a.m.

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

MAYA GRACE GLASCO and CARLOS JESUS ARTEAGA, individually and on behalf of all those similarly situated,

Plaintiffs,

vs.

DSA HOLDINGS, LLC, a Washington Limited Liability Company,

Defendant.

No. 24-2-08489-0

~~PROPOSED~~ 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 Plaintiffs' Motion for Conditional Settlement Class Certification and Preliminary Approval of Class Action Settlement ("Plaintiffs' Motion"). In conjunction with Plaintiffs' Motion, Plaintiffs 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 Plaintiffs' Motion.

WHEREAS, the Court has considered Plaintiffs' 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

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

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

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

All individuals employed by Defendant DSA Holdings LLC in Washington state as a McDonald's restaurant worker and paid on an hourly basis at any time from June 6, 2021 through March 14, 2025 ("Class Period") (or the date of the Preliminary Approval Order of the Settlement, whichever comes later).

The Settlement Class shall exclude any persons who opt out of the Settlement Class in accordance with the terms of the Settlement Agreement and Paragraph 14 of this Order.

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

a. The Settlement Class, which consists of approximately 1,600 individuals, is so numerous that joinder of all members is impracticable. In reaching this conclusion, the Court has considered not just the number of Class Members, but the interests of judicial efficiency, the relatively small value of many Settlement Class Member claims, and other factors relevant to the interest and ability of employees to individually join or bring claims against a current or former employer.

b. There are questions of law and fact common to the Settlement Class, including, but not limited to: (1) whether Defendant required Plaintiffs and Other Class Members to work greater than three consecutive hours without or between rest periods; (2) whether Defendant failed to ensure Plaintiffs and Other Class Members received a compliant rest period of at least ten minutes in length, on the employer's time, for each four hours worked; (3) whether

1 Defendant was required to compensate Plaintiffs and Other Class Members for an additional ten
2 minutes of work for each instance they required them to work greater than three consecutive hours
3 without or between rest periods, provided a rest period in a duration of less than ten minutes, or
4 did not provide a rest period of at least ten minutes in duration, on the employer's time, for each
5 four hours worked; (4) whether Defendant failed to compensate Plaintiffs and Other Class
6 Members for an additional ten minutes of work for each instance they required them to work
7 greater than three consecutive hours without or between rest periods, provided a rest period in a
8 duration of less than ten minutes, or did not provide a rest period of at least ten minutes in duration,
9 on the employer's time, for each four hours worked; (5) whether Defendant was required to provide
10 Plaintiffs and Other Class Members with meal periods in a duration of at least thirty minutes
11 commencing no less than two hours nor more than five hours from the beginning of their shifts;
12 (6) whether Defendant failed to provide Plaintiffs and Other Class Members with meal periods in
13 a duration of at least thirty minutes commencing no less than two hours nor more than five hours
14 from the beginning of their shifts; (7) whether Defendant was required to compensate Plaintiffs
15 and Other Class Members with an additional thirty minutes of work, at their regular rate of pay,
16 for each instance of when they were not provided a meal period of at least thirty minutes
17 commencing no less than two hours nor more than five hours from beginning of their shift for
18 shifts greater than five hours in duration, or when they were otherwise required to work over five
19 consecutive hours without or between meal periods; (8) whether Defendant failed to compensate
20 Plaintiffs and Other Class Members with an additional thirty minutes of work, at their regular rate
21 of pay, for each instance of when they were not provided a meal period of at least thirty minutes
22 commencing no less than two hours nor more than five hours from beginning of their shift for
23 shifts greater than five hours in duration, or when they were otherwise required to work over five
24 consecutive hours without or between meal periods; (9) whether Defendant was required to
25 compensate Plaintiffs and Other Class Members at a rate one and one-half times their regular rate
26 when they worked greater than forty hours in a workweek, inclusive of additional wages to

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1 compensate for missed or otherwise noncompliant meal or rest periods; (10) whether Defendant
2 failed to compensate Plaintiffs and Other Class Members at a rate one and one-half times their
3 regular rate when they worked greater than forty hours in a workweek, inclusive of additional
4 wages to compensate for missed or otherwise noncompliant meal or rest periods; and, (11) whether
5 Defendant acted willfully and with the intent of depriving wages or other compensation from
6 Plaintiffs and Other Class Members.

7 c. The claims of the Named Plaintiffs are typical of the claims of the
8 Settlement Class, and the Named Plaintiffs and Class Counsel will fairly and adequately protect
9 the interests of the Settlement Class.

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

15 3. Pursuant to CR 23, Named Plaintiffs Maya Grace Glasco and Carlos Jesus Arteaga
16 are hereby appointed and designated, for all purposes, as the Class Representatives of the
17 Settlement Class, and James B. Pizl and Entente Law PLLC are hereby appointed and designated
18 as Class Counsel for the Settlement Class.

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

21 5. The Court approves the proposed form and content of the Notice of Proposed
22 Settlement of Class Action ("Class Notice") that is attached as Exhibit A to the Settlement
23 Agreement.

24 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
25 Administrator responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to IRC
26 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class

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1 Members, processing and filing all appropriate tax forms and documents including but not limited
2 to W2s, 1099s, 1120-SF, etc.

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

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

12 9. The Court preliminarily approves Class Counsel's request for an attorneys' fees
13 award of \$156,000 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
14 of no more than \$7,500, which shall be paid out of the gross Common Settlement Fund. This
15 approval is preliminary and is subject to modification at the time of final settlement approval upon
16 a showing of appropriate cause.

17 10. The Court preliminarily approves up to \$20,000 to be paid from the settlement fund
18 to compensate CPT Group Class Action Administrators for its services provided in the
19 administration of the settlement, which shall be paid out of the gross Common Settlement Fund.
20 This approval is preliminary and is subject to modification at the time of final settlement approval
21 upon a showing of appropriate cause.

22 11. The Court preliminarily approves an award of an incentive payments of \$7,500 to
23 Named Plaintiffs Maya Grace Glasco and Carlos Jesus Arteaga each in recognition of the
24 substantial benefits obtained for the Settlement Class through their work as class representatives,
25 the time devoted by them in consulting with counsel about the facts of the case, litigation strategy,
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1 and their input and assistance during settlement negotiations at mediation, which shall be paid out
2 of the gross Common Settlement Fund.

3 12. On July 25, 2025, at 9:00 a.m., a Final Settlement Approval Hearing shall be held
4 before the Honorable Angelica Williams at the Pierce County Superior Court in Tacoma,
5 Washington, to determine whether the Court should approve the fairness, adequacy, and
6 reasonableness of the terms and conditions of the Settlement Agreement and whether the Court
7 should enter the Parties' proposed Final Order and Judgment.

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

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

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

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

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

18. The released claims specifically include but are not limited to (1) any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods by Settlement Class Members; and (2) any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys' fees and costs relating to any of the foregoing as they relate to the named Defendant, as well as its respective past, current, or future successors and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other

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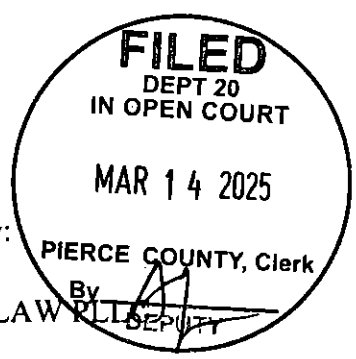
1 individual or entity who could be jointly or severally liable for any of the claims alleged in this
2 action or released by the parties' Settlement Agreement.

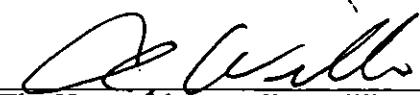
3 19. The Final Settlement Approval Hearing, and all dates provided for herein, may,
4 without further notice to the Settlement Class, be continued or adjourned by order of this Court.

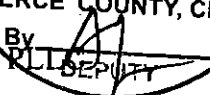
5 20. Consistent with the Settlement Agreement, neither this Order, nor the fact or
6 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall
7 they be used as evidence in any proceeding for the purpose of establishing Defendant's liability or
8 wrongdoing.

9 21. In the event the Settlement Agreement does not become effective in accordance
10 with the terms of the Settlement Agreement, or the Settlement Agreement is not granted final
11 approval, or the Settlement Agreement is terminated, cancelled, or fails to become effective for
12 any reason, this Order shall be vacated and rendered null and void, the Settlement Class shall be
13 decertified, and all claims and defenses previously asserted by the Parties shall be reinstated and
14 the Court shall enter further appropriate orders governing the proceedings and establishing a
15 revised case schedule in this matter.

16 IT IS SO ORDERED this 14 day of March 2025,



17
18  ANGELICA WILLIAMS
19 The Honorable Angelica Williams
20 Judge, Pierce County Superior Court

21 Presented by: PIERCE COUNTY, Clerk
22 By ENTENTE LAW PLLC DEPUTY
23 

24 Copy Received; Approved as to Form;
25 Notice of Presentation Waived:
26 LEWIS BRISBOIS BISGAARD &
SMITH LLP

24 /s/ James B. Pizl
25 James B. Pizl, WSBA #28969
26 Daniel J. Teimouri, WSBA #47965
Attorneys for Plaintiffs

24 /s/ Jason Harrington {with permission}
25 Jason Harrington, WSBA #45120
26 Kaytlin Carlson, WSBA #52606
Attorneys for Defendant