

FILED  
KATHY MARTIN  
COUNTY CLERK

2025 JAN 27 11:09

Hearing Date: January 27, 2025  
Hearing Time: 9:30 a.m.

WALLA WALLA COUNTY  
WASHINGTON

By \_\_\_\_\_

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

SERGIO LOPEZ, individually and on behalf of  
all those similarly situated,

Plaintiff,

vs.

WALLA WALLA FOUNDRY, INC., a  
Washington Corporation

Defendant.

No. 24-2-00202-3

ORDER GRANTING PLAINTIFF'S  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT

24-2-00202-36  
ORGM 18  
Order Granting Motion Petition  
18190805



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 Gregory M. Skidmore, Plaintiff's Counsel, and Regina Cutler 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

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1 negotiations with respect to Plaintiff's claims and Defendant's defenses. Finally, the Court finds  
2 that all settlement negotiations were conducted in good faith and at arms' length and that there was  
3 no collusion. 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 October 25, 2024 ("Preliminary Order"), which incorporates language (1) Certifying the  
7 Settlement Class; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is hereby  
8 incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for Final  
9 Approval of 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, reasonable, and adequate 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 Regina Cutler confirms that the Notice was  
22 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 Settlement Class Counsel adequately represented  
8 the Settlement Class for purposes of entering into and implementing the Settlement.

9 8. The Court finds that Settlement Class Counsel's request for an award of attorneys'  
10 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel's request for  
11 a fees' award in the amount of \$116,666.67 plus litigation costs of \$12,422.37, which sums shall  
12 be paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is  
13 in full and final payment of any claim for fees and costs incurred by counsel for Plaintiff and the  
14 Settlement Class in this case.

15 9. The Court further approves payment in the amount of \$7,500 to Sergio Lopez as an  
16 incentive payment in recognition for his role in this case and service to the Settlement Class, in  
17 addition to his pro rata share of the Net Settlement Class Fund under the Settlement Agreement,  
18 to be paid by Defendant from the Settlement Amount.

19 10. The Court further approves payment in the amount of \$5,000 to Sergio Lopez for  
20 the full release of his known and unknown claims with Defendant.

21 11. The Court further approves payment in the amount of \$11,644.87 to CPT Group  
22 from the Settlement Amount for its services provided in the administration of the Settlement.

23 12. The Parties and the Settlement Administrator are hereby directed to proceed with  
24 the settlement payment and administration procedures specified under the terms of the Settlement  
25 Agreement. The Parties are hereby authorized, without further approval from the Court, to  
26 mutually agree to and adopt such amendments, modifications and expansions of the Settlement

1 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final  
2 Judgment, (ii) are consistent with the terms of the Settlement Agreement, and (iii) do not limit the  
3 rights of the Settlement Class Members.

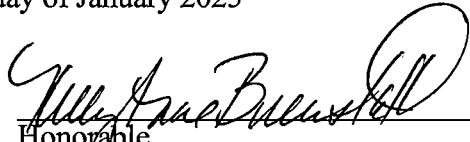
4 13. The Court hereby dismisses this action and any and all Released Claims with  
5 prejudice as to Sergio Lopez, and all Settlement Class Members, and without costs or attorneys'  
6 fees to any party except as provided under the terms of the Settlement Agreement and this Final  
7 Judgment. As used herein, and as set forth in the Settlement Agreement, as it relates to the  
8 Settlement Class, the term "Released Claims" means all claims raised or that could have been  
9 raised based on the facts alleged in the Class Action Complaint through March 14, 2024. For  
10 clarity, this means any and all claims, whether known or unknown, that were brought or that could  
11 have been brought based on any facts alleged in the Case with respect to a failure to provide meal  
12 periods and/or rest breaks and failure to pay for all hours worked. The Released Claims specifically  
13 include, but are not limited to, any claims arising out of any alleged missed or non-compliant meal  
14 periods, alleged missed or non-compliant rest breaks, alleged failure to pay for all hours worked  
15 including alleged off-the-clock time, and any attendant claims for unpaid wages, overtime  
16 payment, premium payments, interest, exemplary damages, and attorneys' fees and costs relating  
17 to any of the foregoing.

18 14. All Settlement Class Members and Plaintiff Sergio Lopez is hereby barred and  
19 permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the  
20 Released Claims as set forth in §2 of the Settlement Agreement, respectively, against any of the  
21 Released Parties, and Plaintiffs and all Settlement Class Members shall be conclusively deemed  
22 to have released and discharged the Released Parties from any and all such claims.

23 15. Without affecting the finality of this Final Judgment for purposes of appeal, the  
24 Court reserves jurisdiction over the Parties as to all matters relating to the administration,  
25 consummation, enforcement and interpretation of the Settlement Agreement and the Final  
26 Judgment, and for any other necessary purposes.

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

3           IT IS SO ORDERED this 27th day of January 2025

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5   
6 Honorable  
7 Judge, Walla Walla County Superior Court  
8 *Pro Tem*

9 Presented By:

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

10 SKIDMORE AND FOMINA, PLLC

DORSEY AND WHITNEY LLP

11 /s/ Damien N. Villarreal

Approved via WebEx 1-27-2025

12 Damien N. Villarreal, WSBA #50708  
13 Gregory M. Skidmore, WSBA #47462

Aaron D. Goldstein, WSBA # 34425  
Attorney for Defendant

14 *Attorneys for Plaintiffs*