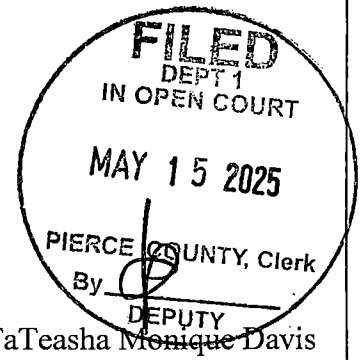




23-2-07704-6 60687289 ORAPV 05-23-25



The Honorable TaTeasha Monique Davis

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

ALEXANDER JONES, YARENIS
ESQUIVEL-CABALLERO, TREVINE
FERNANDO, MICHAEL NUGENT, and
HECTOR AVILA HERNANDEZ, individually
and on behalf of all those similarly situated,

Plaintiffs,

vs.

LARSON MOTORS, INC., a Washington
Corporation,

Defendant.

No. 23-2-07704-6

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

(CLERK'S ACTION REQUIRED)

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 has 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 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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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 ("CR") 23(a) and (b)(3), and in
5 conjunction with the Settlement Agreement, the Court hereby certifies this case as a class action,
6 solely for purposes of implementing the Parties' Settlement Agreement, on behalf of the following
7 Proposed Settlement Classes:

8 Settlement Class A: All individuals who are or were employed by Defendant in
9 Washington State in positions paid on a piecework, commission, or other
10 productivity basis from June 23, 2020, through the date of preliminary approval by
the Court, anticipated to be May 16, 2025 ("Class A Settlement Class Period").

11 Settlement Class B: All individuals who are or were employed by Defendant in
12 Washington State in positions paid on an hourly basis from June 20, 2021, through
the date of preliminary approval by the Court, anticipated to be May 16, 2025
("Class B Settlement Class Period").

13 The Settlement Classes shall exclude any individuals who opt out of the Settlement Class in
14 accordance with the terms of the Settlement Agreement and Paragraph 18 of this Order.

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

17 a. The Settlement Classes, which consists of approximately 1,400 individuals,
18 is so numerous that joinder of all members is impracticable. In reaching this conclusion, the Court
19 has considered not just the number of Class members, but the interests of judicial efficiency, the
20 relatively small value of many Settlement Class Member claims, and other factors relevant to the
21 interest and ability of employees to individually join or bring claims against a current or former
22 employer.

23 b. There are numerous questions of law and fact common to the Settlement
24 Classes, including, but not limited to: whether Defendant violated WAC 296-126-092 by failing
25 to provide meal periods and paid rest periods to Plaintiff and members of the Settlement Class;
26 whether Defendant failed to properly accrue and pay sick leave in compliance with; and whether

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1 Defendant was required to and failed to compensate Plaintiff and members of the Settlement Class
2 with additional wages when rest breaks and meal periods were not provided in compliance with
3 Washington law.

4 c. The claims of the Named Plaintiffs are typical of the claims of the
5 Settlement Class, and the Named Plaintiffs and Class Counsel will fairly and adequately protect
6 the interests of the Settlement Class.

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

12 3. Pursuant to CR 23, Yarenis Esquivel-Caballero, Trevine Fernando, Michael
13 Nugent, and Hector Avila Hernandez is hereby appointed and designated, for all purposes, as the
14 Class Representatives of the Settlement Classes, and James B. Pizl and Entente Law PLLC are
15 hereby appointed and designated as Class Counsel for the Settlement Classes.

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

18 5. The Court approves the proposed claim process and the form and content of the
19 Notice of Proposed Settlement of Class Action ("Class Notice") and claim form that is attached as
20 Exhibit A of Exhibit 1 to the Declaration of James B. Pizl.

21 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
22 Administrator responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to IRC
23 § 468B(g), mailing and/or emailing Class Notices and Settlement Awards to Settlement Class
24 Members, processing claim forms, and filing all appropriate tax forms and documents including
25 but not limited to W2s, 1099s, 1120-SF, etc.

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1 7. Consistent with the terms of the Settlement Agreement, Defendant shall, within
2 twenty-one (21) calendar days from the date of this Order, provide the Settlement Administrator
3 and Class Counsel with an Excel spreadsheet containing the following information for each
4 member of the Proposed Settlement Classes: (i) name; (ii) social security number; (iii) last known
5 address; (iv) last known telephone number (if known and reasonably accessible); (v) email address
6 (if known and reasonably accessible); and (vi) total W2 wages received from Larson during the
7 applicable Settlement Class Periods. Other data shall be provided, upon request from the
8 Settlement Administrator, as reasonably necessary to complete their settlement administration
9 duties under the Settlement Agreement. All data provided shall be treated as private and
10 confidential and shall not be disclosed to any persons or entities or otherwise used except as
11 required to administer the Settlement.

12 8. Consistent with the terms of the Settlement Agreement, the Settlement
13 Administrator is hereby directed to mail, or cause to be mailed, by first-class mail, a copy of the
14 Class Notice of Settlement and Claim Form to each Proposed Settlement Class Member no later
15 than forty-five (45) calendar days following the date of this Order.

16 9. Consistent with the terms of the Settlement Agreement, the Settlement
17 Administrator is hereby directed to email a copy of the Notice of Settlement and Claim Form with
18 a link to fill out an electronic claim form to each Proposed Settlement Class Member no later than
19 forty-five (45) calendar days following the date of this Order.

20 10. Consistent with the terms of the Settlement Agreement, 30 days after the initial
21 email notices are sent, the Settlement Administrator is further directed to send an additional email
22 with a link to fill out an electronic claim form to Settlement Class Members who, at that time, have
23 not submitted a valid Claim Form.

24 11. Pursuant to CR 23, the Court hereby finds and concludes that the form and manner
25 of giving notice by mailing and emailing the Class Notice and claim form to each individual
26 Settlement Class Member, as required by the Settlement Agreement and by this Order, is the best

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1 notice practicable under the circumstances, including but not limited to notice that each Settlement
2 Class Member will be bound by the release of claims if they do not exclude themselves from the
3 class. Said notice procedures fully satisfy the requirements of CR 23(c)(2) and CR 23(e) and the
4 requirements of due process.

5 12. The Court conditionally approves Class Counsel's request for an attorneys' fees
6 award of \$540,000 or 30% of the Common Fund, plus actual and projected litigation costs of up
7 to \$20,000. This approval is preliminary and is subject to modification at the time of final
8 settlement approval upon a showing of appropriate cause.

9 13. The Court preliminarily approves up to \$35,000 to be paid from the Common Fund
10 to compensate CPT Group Class Action Administrators for its services provided in the
11 administration of the Settlement. This approval is preliminary and is subject to modification at the
12 time of final settlement approval upon a showing of appropriate cause.

13 14. The Court preliminarily approves an award of an incentive payment of \$10,000
14 each from the Common Fund to Yarenis Esquivel-Caballero, Trevine Fernando, Michael Nugent,
15 and Hector Avila Hernandez in recognition of their roles in this case and service to the Settlement
16 Classes. This approval is preliminary and is subject to modification at the time of final settlement
17 approval.

18 15. The trial date and all remaining case schedule deadlines are hereby be stricken.

19 16. On September 26, 2025, a Final Settlement Approval Hearing shall be held at Pierce
20 County Superior Court in Tacoma, Washington, to determine whether the Court should grant its
21 final approval as to the fairness, adequacy, and reasonableness of the terms and conditions of the
22 Settlement Agreement and whether the Court should enter the Parties' proposed Final Order and
23 Judgment.

24 17. Pursuant to Pierce County Local Court Rules, Plaintiff shall file memoranda or
25 other papers they may wish to submit in support of the proposed Settlement Agreement no later
26 than seven (7) court days before the Final Settlement Approval Hearing. The memoranda shall

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1 confirm that the mailing of the Class Notice was completed in accordance with the requirements
2 of this Order and provide information concerning the individuals that have opted out of the
3 Settlement and any objections received.

4 18. Any person who is eligible to exclude him or herself from the Settlement Class
5 under the terms of the Settlement Agreement must do so by following the instructions for
6 requesting exclusion as set forth in the Class Notice. All requests for exclusion from the Settlement
7 Class must be postmarked, hand-delivered, or emailed to the Settlement Administrator no later
8 than sixty (60) days after the date of mailing of the Class Notice, in accordance with the
9 instructions in the Class Notice and the terms and requirements of the Settlement Agreement, or
10 they shall be deemed void and ineffective.

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

16 20. Any Settlement Class Member who has not validly requested exclusion may submit
17 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the
18 addresses provided in the Settlement Notice, a written statement containing the Settlement Class
19 Member's name, current address, and the substance of his or her objection (including any briefs
20 and supporting papers) no later than sixty (60) days after the date of mailing and emailing of the
21 Class Notice. Any Settlement Class Member who presents written objections in the manner
22 prescribed above may also appear personally or through counsel at the Final Settlement Approval
23 Hearing to express the Settlement Class Member's views regarding the Settlement Agreement.
24 Only Settlement Class Members who object to the Settlement Agreement in writing, in person, or
25 by appearance through counsel, in accordance with the procedures set forth in this Order, shall be
26 permitted to appeal or otherwise seek review of this Court's decision approving or rejecting the

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1 Settlement Agreement. Failure to follow the procedures for objecting set forth herein shall
2 constitute a waiver of a Settlement Class Member's right to object to the Settlement Agreement.

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

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

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


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

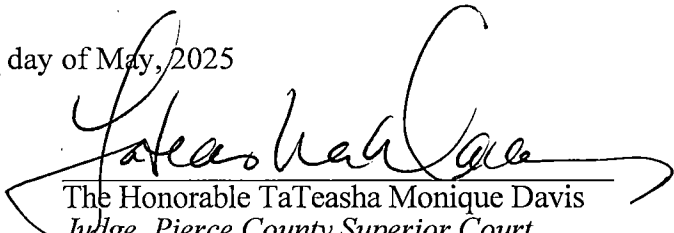
20 IT IS SO ORDERED this 15 day of May, 2025

21 DEPT 1
IN OPEN COURT

22 MAY 15 2025

23 PIERCE COUNTY, Clerk

24 By  DEPUTY

25 
The Honorable TaTeasha Monique Davis
Judge, Pierce County Superior Court

26 TaTeasha Davis

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1 Presented by:

2 ENTENTE LAW PLLC

3 /s/ James B. Pizl

4 James B. Pizl, WSBA#28969

5 Matthew Heyert, WSBA #43051

6 Daniel J. Teimouri, WSBA #47965

7 Erica L. Molina, WSBA #57363

8 *Attorneys for Plaintiffs*

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

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/s/ William H. Walsh {with permission}

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