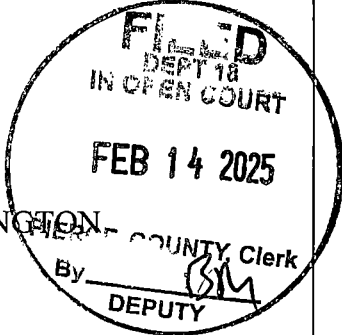




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The Honorable Stanley J. Rumbaugh



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

AMBER N. PIZL, individually and on behalf
of all those similarly situated

Plaintiff,

vs.

DEPENDABLE STAFFING AGENCY, LTD,
a Washington corporation

Defendant.

No. 23-2-12099-5

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 ("Plaintiffs' Motion"). In conjunction with Plaintiff's Motion, Plaintiffs have filed a copy of the Parties' signed Class Settlement Agreement (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

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

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

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

6 All individuals who applied for a Front Desk/Receptionist position with
7 Dependable Staffing in response to a job posting on its website
8 <https://dependablestaffingagency.com> or any other website or media at any
9 time between January 1, 2023, and December 31, 2023, where the job
10 posting did not disclose the wage scale or salary range.

11 The Settlement Class shall exclude any individuals who opt out of the Settlement Class in
12 accordance with the terms of the Settlement Agreement and Paragraph 15 of this Order.

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

15 a. On numbers alone, the Settlement Class, which consists of approximately
16 54 individuals, is so numerous that joinder of all members is impracticable.

17 b. There are questions of law and fact common to the Settlement Class,
18 including, but not limited to: whether Defendant was required to disclose the wage scale
19 or salary range in Washington job postings for a Front Desk/Receptionist position between
20 January 1, 2023, and December 31, 2023; whether Defendant failed to disclose the wage
21 scale or salary range in Washington job postings for a Front Desk/Receptionist position
22 between January 1, 2023, and December 31, 2023; and whether Defendant is liable to
23 Plaintiff and the Settlement Class for statutory damages pursuant to RCW 49.58.110 and
24 49.58.070.

25 c. The claims of Named Plaintiff Amber N. Pizl are typical of the claims of
26 the Settlement Class, and the Named Plaintiff and Class Counsel will fairly and adequately
protect the interests of the Settlement Class.

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1 d. Certification of a Settlement Class under CR 23(b)(3) is appropriate because
2 the issues stem from a common nucleus of operative facts and questions of law and fact
3 common to all Settlement Class Members predominate over any questions affecting only
4 individual members, and a class action is superior to other available means for the fair and
5 efficient resolution of this controversy. Such common questions of law and fact include,
6 but are not limited to, those identified in subparagraph (b) above.

7 3. Pursuant to CR 23, Named Plaintiff Amber N. Pizl is hereby appointed and
8 designated, for all purposes, as the Class Representative of the Settlement Class, and James B. Pizl
9 and Entente Law PLLC are hereby appointed and designated as Class Counsel for the Settlement
10 Class.

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

13 5. The Court approves the proposed form and content of the Notice of Class Action
14 Settlement ("Class Notice") that is attached as Exhibit A to Exhibit 1 to the Declaration of James
15 B. Pizl.

16 6. The Court hereby appoints CPT Group Class Action Administrators as Settlement
17 Administrator responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to IRC
18 § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class
19 Members, and processing and filing all appropriate tax forms and documents including but not
20 limited to W2s, 1099s, 1120-SF, etc.

21 7. Consistent with the terms of the Settlement Agreement, the Settlement
22 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a
23 copy of the Class Notice, Claim Form, and W9 to each Settlement Class Member no later than
24 thirty (30) calendar days following the date of this Order. An additional email notice shall be sent
25 to Settlement Class Members who have not submitted a valid Claim Form and W9 no sooner than
26 twenty-eight (28) days and no later than fourteen (14) days prior to the Notice Deadline.

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

6 9. The Court conditionally approves Class Counsel's request for an attorneys' fees
7 award of \$34,500 or 30% of the gross Settlement Fund, plus actual and projected litigation costs
8 of \$5,000. This approval is preliminary and is subject to modification at the time of final settlement
9 approval upon a showing of appropriate cause.

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

14 11. The Court preliminarily approves an award of an incentive payment of \$7,500 to
15 Amber N. Pizl in recognition of her role in this case and service to the Settlement Class. This
16 approval is preliminary and is subject to modification at the time of final settlement approval.

17 12. On June 13, 2025, at 9:00 a.m., a Final Settlement Approval Hearing shall be held
18 at the Pierce County Superior Court, to determine whether the Court should approve the fairness,
19 adequacy, and reasonableness of the terms and conditions of the Settlement Agreement and
20 whether the Court should enter the Parties' proposed Final Order and Judgment.

21 13. Pursuant to Pierce County Local Court Rules, Plaintiff shall file memoranda or
22 other papers she may wish to submit in support of the proposed Settlement Agreement before the
23 Final Settlement Approval Hearing. The memoranda shall confirm that the mailing of the Class
24 Notice was completed in accordance with the requirements of this Order and provide information
25 concerning the individuals that have submitted timely and valid claim forms, opted out of the
26 settlement, and/or submitted objections.

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

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

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

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

5 18. As detailed in the Settlement Agreement, the Released Claims specifically include
6 any and all claims, whether known or unknown, that were brought or that could have been brought
7 based on any facts alleged in the Case, including but not limited to any alleged violations of RCW
8 49.58.110 by failing to post the wage scale or salary range on certain job postings from January 1
9 through December 31, 2023.


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

12 20. Consistent with the Settlement Agreement, neither this Order, nor the fact or
13 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall
14 they be used as evidence in any proceeding for the purpose of establishing Defendant's liability or
15 wrongdoing or for the purpose of establishing grounds for class certification if the Settlement does
16 not receive final approval.

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

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1 IT IS SO ORDERED this 17 day of February, 2025

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4 The Honorable Stanley J. Rumbaugh
Judge, Pierce County Superior Court

5 Presented by:

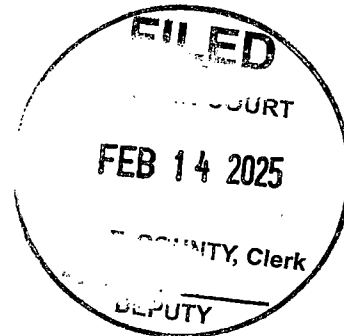
Received; Approved as to Form;
Notice of Presentation Waived:

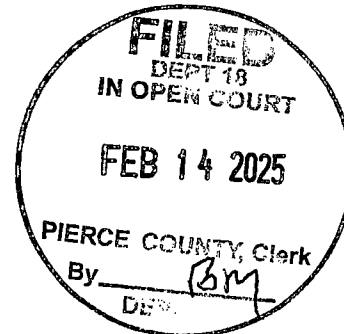
6 ENTENTE LAW PLLC

7 GOLDFARB & HUCK ROTH RIOJAS
PLLC

8 /s/ James B. Pizl
9 James B. Pizl, WSBA #28969
Attorney for Plaintiff

/s/ Kimberlee L. Gunning {with Permission}
Kimberlee L. Gunning, WSBA #35366
R. Omar Riojas, WSBA #35400
Attorneys for Defendant

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