

The Honorable Angelica Williams

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

KRISTINE M. YOUNG, individually and on
behalf of all those similarly situated,

Plaintiff,

vs.

LABORATORY CORPORATION OF
WASHINGTON, a foreign corporation,
HEATHER D. BELLAMY, an individual,
and BREANNE E. WASHINGTON, an
individual,

Defendants.

No. 23-2-09355-6

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND DISMISSING
ACTION WITH PREJUDICE

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 of James B. Pizl and Laura Singh 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 Defendants' defenses. The Court has also considered the

ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
DISMISSING ACTION WITH PREJUDICE - 1

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1 status and extent of the Parties' investigation, research, discovery, and negotiations with respect
2 to Plaintiff's claims and Defendants' defenses. Finally, the Court finds that all settlement
3 negotiations were conducted in good faith and at arms' length and that there was no collusion.
4 Good cause appearing therefore, it is hereby

5 ORDERED, ADJUDGED AND DECREED that:

6 1. The Court's Order Granting Preliminary Approval of Class Action Settlement dated
7 January 17, 2025 ("Preliminary Order"), which incorporates language: (1) Certifying the
8 Settlement Class; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is hereby
9 incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for Final
10 Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").

11 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the
12 members of the Settlement Class previously certified by the Court. All Settlement Class Members
13 are bound by the Settlement Agreement and this Final Judgment.

14 3. The Court hereby approves the Settlement Agreement and finds that it is, in all
15 respects, fair, adequate, and reasonable to the Settlement Class Members.

16 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an
17 individual Notice by first-class mail to the last-known address of each Settlement Class Member
18 and by email where an email address was available, provided the best notice practicable under the
19 circumstances. The Notice provided due and adequate notice of these proceedings and of the
20 matters set forth therein, including the pendency of the action, the terms of the proposed Settlement
21 Agreement, and the procedure for submitting objections to the Settlement Agreement, to all
22 persons entitled to such notice. The Declaration of Laura Singh confirms that the Notice was
23 mailed in accordance with the terms of the Settlement Agreement and the Court's Preliminary
24 Order. The Court finds and concludes that said Notice fully satisfied the requirements of CR
25 23(c)(2) and CR 23(e) and the requirements of due process.
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1 5. One objection to the Settlement Agreement has been communicated to Settlement
2 Class Counsel but was not filed with the Court or raised at the Final Approval Hearing. The
3 objection has been considered and is hereby overruled. _____
4 _____
5 _____

6 6. Consistent with the Settlement Agreement, neither this Final Judgment, nor the fact
7 or substance of the Settlement Agreement, shall be considered a concession or admission by or
8 against the Released Parties of any wrongdoing or legal liability.

9 7. The Court finds that Plaintiff and Class Counsel adequately represented the
10 Settlement Class for purposes of entering into and implementing the Settlement.

11 8. The Court finds that Class Counsel's request for an award of attorneys' fees and
12 costs is fair and reasonable and hereby approves Class Counsel's request for a fee's award in the
13 amount of \$2,700,000 plus litigation costs of \$4,134.06, which sums shall be paid out of the
14 Settlement Amount as provided by the Settlement Agreement. This payment is in full and final
15 payment of any claim for fees and costs incurred by Class Counsel in this case.

16 9. The Court approves payment in the amount of \$15,000 to Kristine M. Young as the
17 Named Plaintiff Incentive Award, to be paid by Defendant from the Settlement Amount, in
18 recognition of his services on behalf of the Settlement Class in this action.

19 10. The Court further approves payment in the amount of up to \$31,000 to CPT Group,
20 Inc., from the Settlement Amount for its services provided in the administration of the Settlement.

21 11. The Parties and the Settlement Administrator are hereby directed to proceed with
22 the settlement payment and administration procedures specified under the terms of the Settlement
23 Agreement. The Parties are hereby authorized, without further approval from the Court, to
24 mutually agree to and adopt such amendments, modifications and expansions of the Settlement
25 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
26

1 Judgment, (ii) are consistent with the terms of the Settlement Agreement, and (iii) do not limit the
2 rights of the Settlement Class Members.

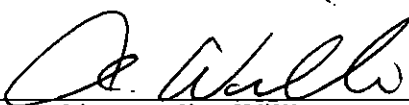
3 12. The Court hereby dismisses this action and any and all Released Claims with
4 prejudice as to Kristine M. Young, and all Settlement Class Members, and without costs or
5 attorneys' fees to any party except as provided under the terms of the Settlement Agreement and
6 this Final Judgment. As used herein, and as set forth in the Settlement Agreement, as it relates to
7 the Settlement Class, the term "Released Claims" means all claims raised or that could have been
8 raised based on the facts alleged in the Class Action Complaint through November 30, 2024. For
9 clarity, this means any and all claims, whether known or unknown, that were brought or that could
10 have been brought based on any facts alleged in the Case. The Released Claims specifically include
11 but are not limited to (1) any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-
12 compliant rest breaks and/or meal periods; and (2) any attendant claims for unpaid wages, overtime
13 payments, premium payments, interest, exemplary damages, and attorneys' fees and costs relating
14 to any of the foregoing.

15 13. All Settlement Class Members and Plaintiff Kristine M. Young are hereby barred
16 and permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the
17 Released Claims as set forth in §VI.2 of the Settlement Agreement, respectively, against any of
18 the Released Parties, and Plaintiff and all Settlement Class Members shall be conclusively deemed
19 to have released and discharged the Released Parties from any and all such claims.

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

24 15. Pending the funding of the settlement amount by Defendants, this case, including
25 all individual and class claims presented thereby, is hereby dismissed, with prejudice.
26

1 IT IS SO ORDERED this 13th Day of June 2025.

2
3  ANGELICA WILLIAMS
4 Honorable Angelica Williams
5 Judge, Pierce County Superior Court

6 Presented By:

7 ENTENTE LAW PLLC

8 /s/ James B. Pizl

9 James B. Pizl, WSBA #28969
10 Daniel J. Teimouri, WSBA #47965
11 *Attorneys for Plaintiffs*

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

KELLEY DRYE & WARREN LLP

12 /s/ Mark A. Konkel {with Permission}

13 Mark A. Konkel, PHV
14 Robert I. Steiner, PHV

15 SEBRIS BUSTO JAMES
16 Jeffrey A. James, WSBA #18277
17 *Attorneys for Defendant*

