

The Honorable Angelica Williams

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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 AMERICA, a foreign corporation,  
HEATHER D. BELLAMY, an individual,  
and BREANNE E. WASHINGTON, an individual,

Defendants.

No. 23-2-09355-6

~~PROPOSAL~~ 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 Plaintiff's 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

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 Class:

8 All individuals who are or were employed in nonexempt positions in Washington  
9 state by Laboratory Corporation of America, Laboratory Corporation of America  
10 Holdings, Pathology Associates Medical Laboratories, Dynacare Northwest, Inc.,  
Heather D. Bellamy, Breanne Washington, or any other released party as described  
in the settlement agreement, from August 30, 2020 through November 30, 2024.

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. The Settlement Class, which consists of approximately 3,500 individuals, is  
16 so numerous that joinder of all members is impracticable. In reaching this conclusion, the Court  
17 has considered not just the number of Class members, but the interests of judicial efficiency, the  
18 relatively small value of many Settlement Class Member claims, and other factors relevant to the  
19 interest and ability of employees to individually join or bring claims against a current or former  
20 employer.

21 b. There are questions of law and fact common to the Settlement Class,  
22 including, but not limited to: whether Defendants violated WAC 296-126-092 by failing to provide  
23 adequate rest breaks and meal periods to Plaintiff and members of the Settlement Class; and  
24 whether Defendants were required to and failed to compensate Plaintiff and members of the  
25 Settlement Class with additional wages when rest breaks and meal periods were not provided in  
26 compliance with Washington law.

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1 c. The claims of the Named Plaintiff are typical of the claims of the Settlement  
2 Class, and the Named Plaintiff and Class Counsel will fairly and adequately protect the interests  
3 of the Settlement Class.

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

9 3. Pursuant to CR 23, Kristine M. Young is hereby appointed and designated, for all  
10 purposes, as the Class Representatives of the Settlement Class, and James B. Pizl and Entente Law  
11 PLLC are hereby appointed and designated as Class Counsel for the Settlement Class.

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

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

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

22 7. Consistent with the terms of the Settlement Agreement, the Settlement  
23 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a  
24 copy of the Class Notice of Settlement and Claim Form to each Proposed Settlement Class Member  
25 no later than forty-five (45) calendar days following the date of this Order. All email notices shall  
26 contain a link for the Settlement Class Member to submit an electronic Claim Form.

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1 8. No sooner than twenty-eight (28) days and no later than fourteen (14) days prior to  
2 the Notice Deadline, the Settlement Administrator is further directed to send an additional email  
3 to Settlement Class Members who have not submitted a valid Claim Form.

4 9. Pursuant to CR 23, the Court hereby finds and concludes that the form and manner  
5 of giving notice by mailing and emailing the Class Notice and claim form to each individual  
6 Settlement Class Member, as required by the Settlement Agreement and by this Order, is the best  
7 notice practicable under the circumstances, including but not limited to notice that each Settlement  
8 Class Member will be bound by the release of claims if they do not exclude themselves from the  
9 class. Said notice procedures fully satisfy the requirements of CR 23(c)(2) and CR 23(e) and the  
10 requirements of due process.

11 10. The Court conditionally approves Class Counsel's request for an attorneys' fees  
12 award of \$2,700,000 or 30% of the Common Fund, plus actual and projected litigation costs of up  
13 to \$7,500. This approval is preliminary and is subject to modification at the time of final settlement  
14 approval upon a showing of appropriate cause.

15 11. The Court preliminarily approves up to \$40,000 to be paid from the Common Fund  
16 to compensate CPT Group Class Action Administrators for its services provided in the  
17 administration of the Settlement. This approval is preliminary and is subject to modification at the  
18 time of final settlement approval upon a showing of appropriate cause.

19 12. The Court preliminarily approves an award of an incentive payment of \$15,000  
20 from the Common Fund to Kristine M. Young in recognition of her role in this case and service to  
21 the Settlement Class and in recognition of her full, general release of claims related to her  
22 employment. This approval is preliminary and is subject to modification at the time of final  
23 settlement approval.

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1           13.     On May 30, 2025, a Final Settlement Approval Hearing shall be held at Pierce  
2 County Superior Court in Tacoma, Washington, to determine whether the Court should approve  
3 the fairness, adequacy, and reasonableness of the terms and conditions of the Settlement  
4 Agreement and whether the Court should enter the Parties' proposed Final Order and Judgment.

5           14.     Pursuant to Pierce County Local Court Rules, Plaintiff shall file memoranda or  
6 other papers they may wish to submit in support of the proposed Settlement Agreement no later  
7 than seven (7) court days before the Final Settlement Approval Hearing. The memoranda shall  
8 confirm that the mailing of the Class Notice was completed in accordance with the requirements  
9 of this Order and provide information concerning the individuals that have opted out of the  
10 Settlement and any objections received.

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

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

23           17.     Any Settlement Class Member who has not validly requested exclusion may submit  
24 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the  
25 addresses provided in the Settlement Notice, a written statement containing the Settlement Class  
26 Member's name, current address, and the substance of his or her objection (including any briefs

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1 and supporting papers) no later than sixty (60) days after the date of mailing and emailing of the  
2 Class Notice. Any Settlement Class Member who presents written objections in the manner  
3 prescribed above may also appear personally or through counsel at the Final Settlement Approval  
4 Hearing to express the Settlement Class Member's views regarding the Settlement Agreement.  
5 Only Settlement Class Members who object to the Settlement Agreement in writing, in person, or  
6 by appearance through counsel, in accordance with the procedures set forth in this Order, shall be  
7 permitted to appeal or otherwise seek review of this Court's decision approving or rejecting the  
8 Settlement Agreement. Failure to follow the procedures for objecting set forth herein shall  
9 constitute a waiver of a Settlement Class Member's right to object to the Settlement Agreement.

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


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

16 20. Consistent with the Settlement Agreement, neither this Order, nor the fact or  
17 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall  
18 they be used as evidence in any proceeding for the purpose of establishing Defendants' liability or  
19 wrongdoing.

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

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

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

6  
7 Presented by:

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

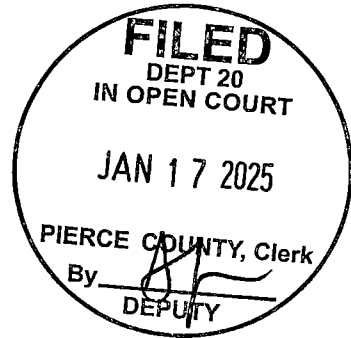
8  
9 ENTENTE LAW PLLC

KELLEY DRYE & WARREN LLP

10 /s/ James B. Pizl  
11 James B. Pizl, WSBA#28969  
12 *Attorney for Plaintiff*

/s/ Mark A. Konkel {with permission}  
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13 SEBRIS BUSTO JAMES  
14 Jeffrey A. James, WSBA #18277  
15 *Attorneys for Defendant*



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