

The Honorable James Rogers
Hearing Date: March 6, 2026 at 11 a.m.

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

ERIC SHARP, DUANE CATLETT,
DONALD GEDDIS, individually and on
behalf of all those similarly situated,

Plaintiffs,

v.

CDA INC., d/b/a, MAXSENT, a foreign
corporation, and KERBEROS
INTERNATIONAL, INC., a foreign profit
corporation, MYRA DAWN COLE,
individually and on behalf of the marital
community comprised of MYRA DAWN
COLE and J. DOE COLE, TODD
PATTISON, individually and on behalf of
the marital community comprised of TODD
PATTISON and J. DOE PATTISON,

Defendants.

No. 24-2-08436-3 SEA

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

[CLERK'S ACTION REQUIRED]

This matter comes before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement. The Court has reviewed the papers filed in connection with the Motion, as well as the records previously submitted by the parties in connection with the Settlement, and has held a Final Settlement Approval Hearing on March 6, 2026. The Court

1 hereby GRANTS the Motion for Final Approval of a Class Action Settlement and ORDERS as
2 follows:

3 1. The Court's prior Order Granting Preliminary Approval of Class-Wide
4 Settlement on November 10, 2025 ("Preliminary Approval Order") is incorporated herein by
5 reference.

6 2. The Court has jurisdiction over the subject matter of this action and the parties,
7 including Members of the Settlement Class.

8 3. The Court grants final certification of the Settlement Class conditionally certified
9 in the Preliminary Approval Order on the same grounds stated in that Order.
10

11 4. The Court approves the Settlement, finding that it is fair, reasonable, and adequate
12 to Members of the Settlement Class for the reasons set forth in Plaintiffs' unopposed motions
13 for preliminary and final approval.

14 5. The Court has reviewed and considered the objections submitted by Class
15 Members to the proposed Settlement. *See* Second Phillips-Spotts Decl., ¶4, Ex. A. Despite these
16 objections, the Court finds that the Settlement is fair, reasonable, and adequate to the Class
17 Members. Accordingly, the Court overrules the objections and grants final approval of the
18 Settlement.
19

20 5. The Court finds that the Notices mailed to 215 class members at their last
21 known addresses provides the best notice practicable under the circumstances and that the
22 Notice was mailed in accordance with the Court's Preliminary Approval Order and the
23 parties' Settlement Agreement.
24

25 6. The Court finds that Plaintiffs Eric Sharp, Duane Catlett, and Donald Geddis
26 and Class Counsel adequately represented the Class for purposes of entering into and

1 implementing the Settlement.

2 7. The Court finds that Class Counsel's request for an award of attorneys' fees
3 and costs is fair and reasonable, and hereby approves the request for an attorneys' fee award
4 of \$160,000.00 plus costs of \$17,399.25 incurred by Class Counsel and \$6,950.00 incurred
5 by the parties' third-party settlement administrator, all to be paid from the Gross Settlement
6 Fund.

7 8. The Court approves a service award of \$5,000 each to Plaintiffs Eric Sharp and
8 Duane Catlett, and \$2,500 to Plaintiff Donald Geddis to be paid from the Gross Settlement
9 Fund.
10

11 9. The parties and the third party administrator are hereby directed to proceed with
12 the settlement payment procedures specified under the terms of the Settlement Agreement.

13 Plaintiffs and Members of the Settlement Class are enjoined from maintaining,
14 prosecuting, commencing, or pursuing any Released Claims under Paragraph VI.2 of the
15 Settlement Agreement and are deemed to have released and discharged Defendants from any
16 such claims. Pursuant to the Settlement Agreement, the "Released Claims" mean any and all
17 claims, whether known or unknown, that were brought or that could have been brought based
18 on any facts alleged in this case with respect to an alleged failure to provide lawfully compliant
19 meal breaks or compensation for missed meal breaks during the Settlement Class Period. The
20 Released Claims specifically include, but are not limited to, any and all claims relating to meal
21 breaks, and any other claims arising out of or relating to the allegations set forth in the case
22 against Defendants, as well as any attendant claims for unpaid wages, overtime payments,
23 premium payments, interest, exemplary damages, liquidated damages, and attorney's fees and
24 costs arising out of or relating to any of the foregoing. For purposes of this Order, and as
25
26

1 released through the release provided in Paragraph VI.2 of the Settlement Agreement,
2 "Defendants" include: (1) Defendants CDA Inc. d/b/a Maxsent LLC and Kerberos
3 International Inc., as well as any of their past, current, or future successors and assigns, together
4 with each of their respective parent companies, subsidiaries, related or affiliated companies,
5 members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers;
6 (2) Todd Pattison and marital community, if applicable; (3) Dawn Cole and marital
7 community, if applicable; and (4) any other individual or entity who could be jointly or
8 severally liable for any of the claims alleged in the Case or released by this Agreement. The
9 Court reserves jurisdiction over the parties as to all matters relating to the administration,
10 enforcement, and interpretation of the Settlement Agreement, and for any other necessary
11 purposes.
12

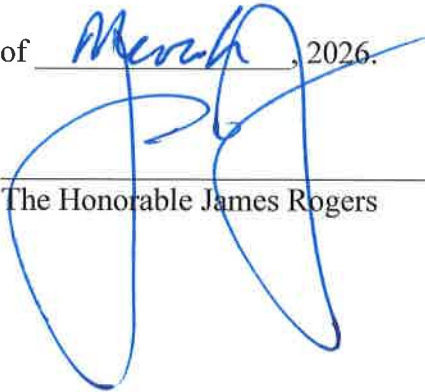
13 10. The parties are authorized, without further approval from the Court, to
14 mutually agree to and adopt any technical or process amendments or modifications to the
15 Settlement Agreement provided such changes are: (i) consistent with this Order, (ii)
16 consistent with the intent of the Settlement Agreement, and (iii) do not limit any substantive
17 rights of the Settlement Class.
18

19 11. In the event the Settlement does not become effective for any reason, this
20 Order shall be rendered null and void and shall be vacated and, in such event, all orders
21 entered in connection therewith shall be vacated and rendered null and void.
22

23 12. The Court DISMISSES this action and any and all settled claims with prejudice
24 and without costs or attorneys' fees to any party except as provided under the terms of the
25 Settlement Agreement and this Order.
26

13. This case is hereby DISMISSED with prejudice.

IT IS SO ORDERED this 6 day of March, 2026.


The Honorable James Rogers

Presented by:

SCHROETER GOLDMARK & BENDER

s/ Carson Phillips-Spotts

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Approved as to Form:

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