

The Honorable Shelly K. Moss  
Hearing Date: December 6, 2024  
Hearing Time: 9:00 a.m.

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

FILED  
DEPT 5  
IN OPEN COURT  
DEC - 6 2024  
PIERCE COUNTY Clerk  
By *[Signature]*  
DEPUTY

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

No. 23-2-11134-1

Plaintiffs,

~~[PROPOSED]~~ ORDER  
CONDITIONALLY CERTIFYING  
SETTLEMENT CLASS, GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT,  
AUTHORIZING NOTICE, AND  
SETTING FINAL FAIRNESS HEARING  
  
(CLERK'S ACTION REQUIRED)

vs.

ROADRUNNER TRANSPORTATION  
SERVICES, INC., a foreign corporation

Defendant.

This matter came before the Court on Plaintiffs' Motion for Conditional Settlement Class Certification and Preliminary Approval of Class Action Settlement ("Plaintiffs' Motion"). In conjunction with Plaintiffs' 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

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

8 All individuals who applied for Washington jobs with Roadrunner between January  
9 1, 2023 and December 31, 2023 that were posted by or on any electronic or other  
10 media including but not limited to Roadrunner's workday platform, URL:  
<https://wd1.myworkdaysite.com/en-US/recruiting/rtrts/careers> and  
11 <http://shiproadrunnerfreight.com>, where the job posting did not disclose the wage scale  
or salary range or a description of benefits for the position.

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

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

16 a. On numbers alone, the Settlement Class, which consists of approximately  
17 800 individuals, is so numerous that joinder of all members is impracticable.

18 b. There are questions of law and fact common to the Settlement Class,  
19 including, but not limited to: whether Defendant was required to disclose the wage scale  
20 or salary range in every active Washington job posting after January 1, 2023; whether  
21 Defendant maintained posting of one or more Washington job openings on or after January  
22 1, 2023, that failed to disclose the wage scale or salary range; and whether Defendant is  
23 liable to Plaintiffs and members of putative class for statutory damages pursuant to RCW  
24 49.58.110 and 49.58.070.



1           c.       The claims of the Plaintiffs Amber N. Pizl and Anthony Rogers are typical  
2 of the claims of the Settlement Class, and the Named Plaintiffs and Class Counsel will  
3 fairly and adequately protect the interests 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  
7 available means for the fair and efficient resolution of this controversy. Such common  
8 questions of law and fact include, but are not limited to, those identified in subparagraph  
9 (b) above.

10          3.       Pursuant to CR 23, Named Plaintiffs Amber N. Pizl and Anthony Rogers are hereby  
11 appointed and designated, for all purposes, as the Class Representative of the Settlement Class,  
12 and James B. Pizl and Entente Law PLLC are hereby appointed and designated as Class Counsel  
13 for the Settlement Class.

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

16          5.       The Court approves the proposed form and content of the Notice of Class Action  
17 Settlement (“Class Notice”) that is attached as Exhibit A to Exhibit 1 to the Declaration of James  
18 B. Pizl.

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

24          7.       Consistent with the terms of the Settlement Agreement, the Settlement  
25 Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a  
26

1 copy of the Class Notice, Claim Form, and W9 to each Settlement Class Member no later than  
2 twenty-eight (28) calendar days following the date of this Order.

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

8 9. The Court conditionally approves Class Counsel's request for an attorneys' fees  
9 award of \$88,500 or 30% of the gross Settlement Fund, plus actual and projected litigation costs  
10 of \$1,500. This approval is preliminary and is subject to modification at the time of final settlement  
11 approval upon a showing of appropriate cause.

12 10. The Court preliminarily approves up to \$15,000 to be paid from the settlement fund  
13 to compensate CPT Group Class Action Administrators for its services provided in the  
14 administration of the settlement. This approval is preliminary and is subject to modification at the  
15 time of final settlement approval upon a showing of appropriate cause.

16 11. The Court preliminarily approves an award of an incentive payment of \$7,500 to  
17 Amber N. Pizl and \$1,500 to Anthony Rogers in recognition of their roles in this case and service  
18 to the Settlement Class. This approval is preliminary and is subject to modification at the time of  
19 final settlement approval.

20 12. On ~~March 21~~ <sup>April 11</sup>, 2025, at 9:00 a.m., a Final Settlement Approval Hearing shall be held  
21 at the Pierce County Superior Court, to determine whether the Court should approve the fairness,  
22 adequacy, and reasonableness of the terms and conditions of the Settlement Agreement and  
23 whether the Court should enter the Parties' proposed Final Order and Judgment.  
24  
25  
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1           13. Pursuant to Pierce County Local Court Rules, Plaintiff shall file memoranda or  
2 other papers she may wish to submit in support of the proposed Settlement Agreement before the  
3 Final Settlement Approval Hearing. The memoranda shall confirm that the mailing of the Class  
4 Notice was completed in accordance with the requirements of this Order and provide information  
5 concerning the individuals that have submitted timely and valid claim forms, opted out of the  
6 settlement, and or submitted objections.

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

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

19           16. Any Settlement Class Member who has not validly requested exclusion may submit  
20 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the  
21 addresses provided in the Settlement Notice, a written statement containing the Settlement Class  
22 Member's name, current address, and the substance of his or her objection (including any briefs  
23 and supporting papers) no later than sixty (60) days after the date of mailing of the Class Notice.  
24 Any Settlement Class Member who presents written objections in the manner prescribed above  
25 may also appear personally or through counsel at the Final Settlement Approval Hearing to express  
26 the Settlement Class Member's views regarding the Settlement Agreement. Only Settlement Class

1 Members who object to the Settlement Agreement in writing, in person, or by appearance through  
2 counsel, in accordance with the procedures set forth in this Order, shall be permitted to appeal or  
3 otherwise seek review of this Court's decision approving or rejecting the Settlement Agreement.  
4 Failure to follow the procedures for objecting set forth herein shall constitute a waiver of a  
5 Settlement Class Member's right to object to the Settlement Agreement.

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

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

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 Defendant's liability or  
19 wrongdoing or for the purpose of establishing grounds for class certification if the Settlement does  
20 not receive final approval.


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

3 IT IS SO ORDERED this 6<sup>th</sup> day of December, 2024

4  
5   
6 The Honorable Shelly K. *Moss*  
7 Judge, Pierce County Superior Court

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PIERCE COUNTY, Clerk  
By  DEPUTY

8 Presented by:

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

9 ENTENTE LAW PLLC

DLA PIPER LLP (US)

10 /s/ James B. Pizl

/s/ Anthony Todaro {with Permission}

11 James B. Pizl, WSBA #28969  
12 Matthew R. Heyert, WSBA #43051  
13 *Attorneys for Plaintiff*

Anthony Todaro, WSBA #30391  
Alexandria Cates, WSBA #53786  
*Attorneys for Defendant*