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JAN 23 2026

TIMOTHY W. FITZGERALD  
SPOKANE COUNTY CLERK

THE HONORABLE BREEAN L. BEGGS  
NOTING DATE: January 23, 2026 at 3:00 p.m.

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

ADAM FRITZ and MICHAEL ADAMS, on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

GLACIER BANK, a Foreign Bank  
Corporation; WHEATLAND BANK, a  
Washington Bank Corporation, and DOES 1-  
10, inclusive,

Defendants.

Case No. 25-2-02132-32

~~PROPOSED~~ ORDER:

- (1) GRANTING CONDITIONAL  
CERTIFICATION OF  
SETTLEMENT CLASS AND  
PRELIMINARY APPROVAL OF  
SETTLEMENT;
- (2) APPROVING NOTICE AND  
RELATED MATERIALS;
- (3) APPOINTING SETTLEMENT  
ADMINISTRATOR; AND
- (4) SCHEDULING FINAL APPROVAL  
HEARING

The motion filed by Plaintiffs Adam Fritz and Michael Adams ("Plaintiffs") on behalf of

[PROPOSED] ORDER

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1 themselves and all others similarly situated, for preliminary approval of their class action  
2 settlement with Defendants Glacier Bank and Glacier Bank as successor by merger to Wheatland  
3 Bank (collectively the “Defendants”), seeking conditional certification of a Settlement Class in  
4 this action, preliminary approval of the Parties’ proposed Settlement, approval of the notice plan  
5 and the notice to be sent to Settlement Class Members about the Settlement, and the setting of a  
6 date for the hearing on final approval of the Settlement, came before the Court for consideration.  
7 The Court, having read and considered the papers on the motion, the arguments of counsel, and  
8 the law, and good cause appearing therefore,

9 **IT IS SO ORDERED:**

10 1. The following class of persons is certified as the Settlement Class in this action  
11 solely for the purposes of the Settlement:

12 All individuals who, from January 1, 2023 through the date of preliminary Court  
13 approval, applied for a job opening in the State of Washington with Defendants, where  
14 the job posting did not disclose the wage scale or salary range for the position, or a  
15 general description of all of the benefits and other compensation to be offered to the  
hired applicant, except individuals who voluntarily withdrew their application, were  
automatically disqualified, or were hired.

16 2. The proposed Settlement Class satisfies the requirements of a settlement class  
17 because the Settlement Class Members are readily ascertainable, and a well-defined community  
18 of interest exists in the questions of law and fact affecting the Parties. The Settlement Class  
19 includes approximately 1,149 individuals.

20 3. The Parties’ Class Action Settlement Agreement (the “Settlement” or “S.A.”)  
21 (Decl. of Craig J. Ackermann in Support of Preliminary Approval, **Exhibit 1**) is granted  
22 preliminary approval as it meets the criteria for preliminary settlement approval. This Order  
23 incorporates by reference the definitions and terms in the Settlement. The Court finds that, given  
24 the benefits provided to the Settlement Class, the potential defenses raised by Defendants, and the  
25 range of other comparable settlements that have received preliminary and final approval by other  
26 Washington state and federal courts, the Settlement falls within the range of possible final approval  
27 as fair, adequate and reasonable, was the product of arm’s-length and informed negotiations

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1 between the Parties, and appears to treat all Settlement Class Members fairly.

2       4.     The Parties' proposed Notice plan is constitutionally sound because individual  
3 Notices and Claim Forms will be mailed and/or emailed to all Settlement Class Members whose  
4 identities are known to the Parties. The Notices and Claim Forms will be disseminated according  
5 to the notice procedure described in the Settlement and substantially in the form submitted by the  
6 Parties. To ensure that the Notices and Claim Forms reach as many Settlement Class Members as  
7 possible, the Settlement Administrator will take the class data provided by the Parties (which will  
8 include each Settlement Class Member's full name, last-known address, last known telephone  
9 number, and last known email address, to the extent this information is known and reasonably  
10 accessible in Defendants' records), and update the addresses using the National Change of Address  
11 database. After doing so, the Settlement Administrator will mail via first-class mail and/or email  
12 the Notices and Claim Forms. If any of the Notices and Claim Forms are returned as undeliverable  
13 (i.e., if there is no forwarding address), the Settlement Administrator will perform "skip trace"  
14 address searches and will re-mail Notices and Claim Forms to Settlement Class Members for  
15 whom new addresses are provided or are found. Proof of distribution of the Notices and Claim  
16 Forms will be filed by the Parties at or prior to the final approval hearing. The Parties' proposed  
17 Class Notice (Settlement Agreement, **Exhibit A**) is sufficient to inform Settlement Class Members  
18 of the terms of the Settlement, their rights under the Settlement (including, but not limited to, their  
19 right to participate in the Settlement and receive a share of the Net Settlement Fund by submitting  
20 a valid and timely Claim Form, their right to object to the Settlement, and their right to request to  
21 be excluded from the Settlement), and the date and location of the final approval hearing. The  
22 Notice further advises Settlement Class Members that, if they do not elect to exclude themselves  
23 from the Settlement, and if they submit a timely and valid Claim Form, they will receive their  
24 equal share of the Net Settlement Fund as a Settlement Claimant and will be bound by the release

1 of claims in the Settlement Agreement<sup>1</sup> with respect to Defendants and the Released Parties<sup>2</sup>.  
2 Further, the Notice advises Settlement Class Members that, if they do not exclude themselves from  
3 the Settlement, and if they do not submit a timely and valid Claim Form, they will not receive an  
4 equal share of the Net Settlement Fund and will still be bound by the release of claims in the  
5 Settlement Agreement with respect to Defendants and the Released Parties. The Notice plan  
6 provides the best notice practicable and, therefore, is approved.

7 5. Any Settlement Class Member who does not request exclusion from the Settlement  
8 and seeks to be eligible to receive a share of the Net Settlement Fund has until 60 days after the  
9 mailing and emailing of the Notice to submit a Claim Form, pursuant to the procedures set forth  
10 in the Notice.

11 6. Any Settlement Class Member who does not request exclusion from the Settlement  
12 and who wishes to object to the Settlement, including to Class Counsel's requested attorneys' fees  
13 and/or litigation costs, has until 60 days after the mailing and emailing of the Notice to submit a  
14 written objection, pursuant to the procedures set forth in the Notice.

15 7. Any Settlement Class Member may opt-out of the Settlement by submitting a  
16 written request for exclusion from the Settlement no later than 60 days after the mailing and  
17 emailing of the Notice, pursuant to the procedures set forth in the Notice. Any Settlement Class  
18 Member who requests exclusion from the settlement does not have a right to object to the  
19 Settlement or to submit a Claim Form.

20 8. Any Settlement Class Member who does not timely submit a written objection that  
21

22 <sup>1</sup> The Settlement Class Members' Release is defined as, "the claims asserted in the operative Complaints or claims  
23 that could have been asserted based on the facts alleged in the operative Complaints (the "Released Claims"). The  
24 Released Claims will include, but not be limited to, any claims based on Defendants' alleged failure to comply with  
25 the job posting/pay transparency requirements of the Washington Equal Pay and Opportunities Act, including, but not  
26 limited to, any alleged liabilities arising out of or relating to a failure to include the wage scale or salary range, and a  
27 general description of all of the benefits and other compensation to be offered to a hired applicant in any job postings.  
The Released Claims specifically include, but are not limited to, any claims arising out of or relating to a violation of  
RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, interest, liquidated damages, exemplary  
damages, statutory damages, minimum statutory damages, and attorneys' fees and costs relating to any of the  
foregoing." See S.A., ¶ 21.a.

<sup>2</sup> The Released Parties are: "Defendants, including without limitation claims against their owners, officers, employees,  
insurers, attorneys, agents, successors, and assigns." See S.A., ¶ 21.c.

1 complies with the requirements in the Notice shall not be permitted to object or appear at the final  
2 approval hearing, shall be deemed to have waived any objection at the final approval hearing, and  
3 shall be bound by all proceedings, orders, and judgments of the Court. Any Settlement Class  
4 Member who wishes to be heard orally at the final approval hearing, either personally or through  
5 an attorney, must so state explicitly in the Settlement Class Member's written objection as  
6 described in the Notice, or the Settlement Class Member will not be heard orally. Any objection  
7 that is not timely made shall be forever barred. Any attorney hired by a Settlement Class Member  
8 at that Settlement Class Member's expense for the purpose of making objections must file with  
9 the Clerk of the Court, and serve the Parties' counsel, a notice of appearance within 60 days of the  
10 date of the Notice.

11 9. The Court makes the following appointments: (1) Plaintiffs Adam Fritz and  
12 Michael Adams as Settlement Class Representatives; (2) Craig Ackermann, Brian Denlinger, Avi  
13 Kreitenberg, and Amanda Lutsock of Ackermann & Tilajef, P.C. as Class Counsel; and (3) CPT  
14 Group, Inc. as Settlement Administrator.

15 10. Defendants are directed to provide the Settlement Administrator with the  
16 Settlement Class List, as specified by paragraph 16 of the Settlement, no later than 14 calendar  
17 days after the date of this Order.

18 11. The Settlement Administrator is directed to mail the approved Notice and Claim  
19 Form by first-class regular U.S. mail and by email, to the extent this information is available, to  
20 the Settlement Class Members no later than 14 calendar days after receipt of the Settlement Class  
21 List from Defendants, as specified by paragraph 17 of the Settlement.

22 12. The Settlement Administrator is directed to email reminder notices, to the extent  
23 this information is available, to Settlement Class Members who have not submitted a Claim Form  
24 or requested exclusion from the Settlement, as specified by paragraph 17 of the Settlement.

25 13. A final approval hearing will be held on July 24, 2026 at 10:00 a.m. to determine  
26 whether the Settlement should be granted final approval as fair, reasonable, and adequate. The  
27 Court will hear all evidence and argument necessary to evaluate the Settlement and will consider

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1 the Settlement Class Representatives' requests for their Settlement Class Representative Service  
2 Awards and Class Counsel's request for attorneys' fees and reimbursement of litigation costs.  
3 Settlement Class Members and their counsel may oppose the Settlement and/or the motion for an  
4 award of the Settlement Class Representative Service Awards and the Class Counsel attorneys'  
5 fees and reimbursement of litigation costs, if they so desire, as set forth in the Notice.

6 14. Plaintiffs' motion in support of final approval, including any request for the Class  
7 Counsel attorneys' fees and litigation costs payment, must be filed no later than 9 Court days  
8 before the final approval hearing. Any Settlement Class Member may appear at the final approval  
9 hearing in person or by his or her own attorney and show cause why the Court should not approve  
10 the Settlement, or object to the motion for awards of the Settlement Class Representative Service  
11 Awards and/or Class Counsel's requested attorneys' fees and litigation costs, pursuant to the  
12 procedures set forth in the Notice.

13 15. Pending final determination of whether the Settlement should be approved,  
14 Plaintiffs, all Settlement Class Members, and any person or entity allegedly acting on behalf of  
15 Settlement Class Members, either directly, representatively or in any other capacity, are  
16 preliminarily enjoined from commencing or prosecuting against Defendants any action or  
17 proceeding in any court or other forum asserting any of the Released Class Claims. This injunction  
18 is necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and  
19 authority to enter judgment when appropriate and is ordered in aid of the Court's jurisdiction and  
20 to protect its judgments.

21 16. If final approval of the Settlement is not granted, the Parties shall be returned to the  
22 status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered  
23 into; and thus, this Order and all other findings or stipulations regarding the Settlement shall be  
24 automatically void, vacated, and treated as if it was never filed.

25 17. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in  
26 connection with the administration of the Settlement which are not materially inconsistent with  
27 either this Order or the terms of the Settlement.


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1        18.    The Court reserves the right to continue the date of the final approval hearing  
2 without further notice to Settlement Class Members. The Court may approve or modify the  
3 Settlement without further notice to Settlement Class Members. The Court retains jurisdiction to  
4 consider all further matters arising out of or in connection with the Settlement. This Action is  
5 stayed until further ordered by this Court, except such actions and proceedings that may be  
6 necessary to implement the Settlement and this Order.

7            **IT IS SO ORDERED.**

8  
9 DATED: 1/23/2024

  
HONORABLE JUDGE BREEAN L. BEGGS  
SUPERIOR COURT JUDGE OF SPOKANE COUNTY

11  
12 Presented by:

13 ACKERMANN & TILAJEF, P.C.

14 /s/ Brian W. Denlinger  
15 Craig Ackermann, WSBA #53330  
16 Brian W. Denlinger, WSBA #53177  
17 Avi Kreitenberg, WSBA #53294  
18 *Counsel for Plaintiffs and the Settlement Class*

19 WITHERSPOON BRAJCICH McPHEE, PLLC

20 /s/ Kara Heikkila  
21 Kara Heikkila, WSBA #27966  
22 Kammi M. Smith, WSBA #34911  
23 Samantha L. Hanners, WSBA #61015  
24 *Counsel for Defendants*

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