

1 THE HONORABLE SUSAN CRAIGHEAD
2 Noted for Hearing: May 26, 2017
3 Without Oral Argument
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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR KING COUNTY

9 JERRY MICHAEL BROOKS, on his own
10 behalf and on the behalf of all others similarly
11 situated,

11 Plaintiff,

12 v.

13 EITANE EMERALD CORP, (D/B/A
14 EMERALD CITY COMICON CORP), a
15 Washington for-profit Corporation; GEORGE
16 DEMONAKOS, individually and the marital
17 community composed of GEORGE
18 DEMONAKOS and JANE DOE
19 DEMONAKOS; and, JIM DEMONAKOS,
20 individually and the marital community
21 composed of JIM DEMONAKOS and JANE
22 DOE DEMONAKOS,
23

Defendants.

CLASS ACTION

NO. 16-2-11493-8 SEA

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

19 WHEREAS, Plaintiff Jerry Brooks has applied for an order preliminarily approving
20 the settlement of this action as stated in the Settlement Agreement (attached as Exhibit 3 to
21 the Declaration of Hardeep S. Rekhi in support of Plaintiff's Motion for Preliminary
22 Approval), which sets forth the terms and conditions for a proposed settlement of this class
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~~PROPOSED~~ ORDER GRANTING PLT'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT
Case No.: 16-2-11493-8 SEA
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1 action and for dismissal of the action with prejudice upon the terms and conditions set forth
2 therein;

3 WHEREAS, the Court has read and considered the Settlement Agreement, the exhibit
4 attached thereto, and the briefing submitted in support of preliminary approval of the
5 settlement and is fully advised;

6 NOW, THEREFORE, IT IS HEREBY ORDERED:

7 Pursuant to CR 23(a) and (b)(3) of the Washington Superior Court Civil Rules, the
8 Court grants preliminary approval of the Settlement Agreement, for the purposes of
9 implementing the parties' Settlement Agreement, and finds the terms to be within the range
10 of reasonableness of a settlement that ultimately could be granted approval by the Court at
11 the end of the final Fairness Hearing. The Settlement Agreement is the result of extensive
12 settlement discussions and arm's-length negotiations between experienced attorneys who are
13 familiar with class action litigation in general and with the legal and factual issues of this
14 case in particular.

15 Unless otherwise provided herein, all capitalized terms in this Order shall have the
16 same meaning as set forth in the Settlement Agreement.

17 For purposes of the Settlement, the Court finds that the proposed Settlement Class is
18 ascertainable and that there is a sufficiently well-defined community of interest among the
19 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
20 provisional certification of the following "Settlement Class" defined as follows:

21 All people classified as volunteers who worked for Eitane
22 Emerald Corp, (d/b/a Emerald City Comicon Corp) in 2014
23

1 and/or 2015 at the Emerald City Comicon Conventions in
2 Seattle, Washington

3 The Settlement Class does not include Defendants, any entity that has a controlling interest in
4 Defendants, and Defendants' current or former directors, officers, counsel, and their
5 immediate families. The Settlement Class also does not include any persons who execute a
6 timely and valid exclusion request.

- 7 a. The Settlement Class appears to be so numerous that joinder of all
8 members is impracticable.
- 9 b. There appear to be questions of law and fact common to the Settlement
10 Class, including whether Defendants failed to pay minimum wage for all
11 hours worked, failed to provide mandatory break wages earned by the
12 Settlement Class.
- 13 c. Plaintiff's claims appear to be typical of the claims of the Settlement Class,
14 and Plaintiff and Class Counsel appear capable of fairly and adequately
15 protecting the interests of the Settlement Class.
- 16 d. Certification of a Settlement Class under CR 23(b)(3) is appropriate
17 because, for purposes of Settlement Approval and administration, questions
18 of law and fact common to all Settlement Class members appear to
19 predominate over any questions affecting only individual members, and
20 settlement with the above-described Class appears to be superior to other
21 available means for the fair and efficient resolution of the controversy.
22
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1 For purposes of the Settlement, the Court designates named Plaintiff Jerry Brooks as
2 Class Representative, and the law firm of Rekhi & Wolk, P.S. as Class Counsel. The Court
3 appoints Settlement Services, Inc. to act as the Settlement Administrator.

4 A final fairness hearing ("Final Fairness Hearing"), for purposes of determining
5 whether the settlement should be finally approved, shall be held before this Court on
6 Aug 23, 2017 [~~August 23~~], 2017, at 10:00 [~~10:00 a.m.~~] in the courtroom of the
7 Honorable Susan Craighead at King County Superior Court, 516 3rd Ave, Room C-203,
8 Seattle, WA 98104. At the hearing, the Court will hear arguments concerning whether the
9 proposed settlement on the terms and conditions provided for in the Settlement Agreement
10 should be granted final approval by the Court as fair, reasonable and adequate.

11 Pursuant to CR 23, the Court approves, as to form and content, the Notice documents
12 to be sent to the Class Members, which include the Claim Form attached to the Settlement
13 Agreement as Exhibit A. In addition, the Court finds that distribution of the Notice
14 documents substantially in the manner set forth in this Order will meet the requirements of
15 due process and applicable law, will provide the best notice practicable under the
16 circumstances, and shall constitute due and sufficient notice to all individuals entitled
17 thereto.

18 Within fourteen (14) business days after the Superior Court gives preliminary
19 approval to the Settlement, the Settlement Administrator shall send out Notice to all
20 Settlement Class Members and Potential Class Members. The Notice sent to Settlement
21 Class Members shall describe the claims process and shall advise Class Members of their
22 right to object to the Settlement and the process by which such objections must be made.
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1 Class Members who wish to receive their pro-rata share of the class fund must return
2 a valid claim form to the Settlement Administrator. Such claim form must be delivered to
3 the Settlement Administrator no later than forty-five (45) days after the Initial Notice Date.
4 The Settlement Notice shall provide instructions regarding how to make a claim.

5 Settlement Class Members who wish to object to the Settlement must submit to the
6 Settlement Administrator a written statement objecting to the Settlement. Such written
7 statement must be postmarked or delivered to the Settlement Administrator no later than
8 thirty (30) days after the Initial Notice Date. The Settlement Notice shall provide
9 instructions regarding how to make objections.

10 Settlement Class Members who wish to be excluded from the Settlement Class must
11 submit to the Settlement Administrator a written statement requesting exclusion to the
12 Settlement. Such written statement must be delivered to the Settlement Administrator no
13 later than thirty (30) days after the Initial Notice Date. The Settlement Notice shall provide
14 instructions regarding how to make an exclusion request.

15 Within 50 days after the Initial Notice Mailing Date, the Settlement Administrator
16 shall provide Class Counsel with an electronic report setting forth the name and identity of
17 any Settlement Class Members or Potential Class Members who properly submitted a Claim
18 Form, meaning that the Claim Form was postmarked within 30 days of the Initial Notice
19 Mailing Date.


20 All papers in support of final approval of the Settlement Agreement shall be filed and
21 served at least six days before the Final Fairness Hearing.

22 At the Final Fairness Hearing, the Court shall determine whether the proposed
23 Settlement Agreement shall be finally approved.

1 The Court reserves the right to adjourn the date of the Final Fairness Hearing without
2 further notice to the Settlement Class Members and retains jurisdiction to consider all further
3 applications arising out of or connected with the proposed Settlement Agreement.

4 If final approval does not occur, or if the Settlement Agreement is terminated or
5 canceled pursuant to its terms, the Parties shall be deemed to have reverted to their respective
6 status as of the date and time immediately prior to the execution of the Settlement
7 Agreement, and the Settlement Agreement shall be deemed null and void, shall be of no
8 force or effect whatsoever, and shall not be admitted, referred to or utilized by any party for
9 any purpose whatsoever.

10 Entered this 31ST, day of May, 2017.

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13 _____
The Honorable Susan Craighead
Superior Court Judge

14 PRESENTED BY:

15 **REKHI & WOLK, PS**

16 By: /s/ Hardeep S. Rekhi

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