

1 THE HONORABLE ELIZABETH BERNS  
2 Noted for Hearing: April 20, 2017  
3 Without Oral Argument

4 **FILED**  
5 **KING COUNTY, WASHINGTON**  
6 **APR 21 2017**  
7 **SUPERIOR COURT CLERK**  
8 **BY ELIZABETH WILLOUGHBY**  
9 **DEPUTY**

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

12 TO'AVALU TUPUA, on her own behalf and on the  
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 SODEXO INC., a Delaware Corporation, and  
17 SODEXOMAGIC LLC, a Delaware Limited  
18 Liability Company,

19 Defendants.

No. 16-2-08852-0 KNT

20 **] ORDER**  
21 **GRANTING PLAINTIFF'S**  
22 **MOTION FOR PRELIMINARY**  
23 **APPROVAL OF CLASS ACTION**  
24 **SETTLEMENT**

IT IS ORDERED that moving party  
is required to provide a copy of this  
order to all parties who have  
appeared in the case.

25 WHEREAS, Plaintiff To'avalu Tupua has applied for an order preliminarily approving  
26 the settlement of this action as stated in the Settlement Agreement (attached as Exhibit 1 to the  
27 Declaration of Gregory A. Wolk in support of Plaintiff's Motion for Preliminary Approval),  
28 which sets forth the terms and conditions for a proposed settlement of this class action and for  
29 dismissal of the action with prejudice upon the terms and conditions set forth therein;

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

33 NOW, THEREFORE, IT IS HEREBY ORDERED:

Pursuant to CR 23(a) and (b)(3) of the Washington Superior Court Civil Rules, the  
Court grants preliminary approval of the Settlement Agreement, for the purposes of

1 implementing the parties' Settlement Agreement, and finds the terms to be within the range of  
2 reasonableness of a settlement that ultimately could be granted approval by the Court at the end  
3 of the final Fairness Hearing. The Settlement Agreement is the result of extensive settlement  
4 discussions and arm's-length negotiations between experienced attorneys who are familiar with  
5 class action litigation in general and with the legal and factual issues of this case in particular.

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

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

12 all current and former hospitality workers who were employed by  
13 Defendants in SeaTac, Washington at any time from January 1,  
14 2014 through to August 31, 2015.

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

- 19 a. The Settlement Class appears to be so numerous that joinder of all members  
20 is impracticable.
- 21 b. There appear to be questions of law and fact common to the Settlement  
22 Class, including whether Sodexo failed to pay the prevailing minimum wage  
23 under the SeaTac Minimum Wage Ordinance to the Settlement Class from  
January 1, 2014 to August 31, 2015.
- c. Plaintiff's claims appear to be typical of the claims of the Settlement Class,  
and Plaintiff and Class Counsel appear capable of fairly and adequately  
protecting the interests of the Settlement Class.

1 d. Certification of a Settlement Class under CR 23(b)(3) is appropriate because,  
2 for purposes of Settlement Approval and administration, questions of law and  
3 fact common to all Settlement Class members appear to predominate over  
4 any questions affecting only individual members, and settlement with the  
5 above-described Class appears to be superior to other available means for the  
6 fair and efficient resolution of the controversy.

7 For purposes of the Settlement, the Court designates named Plaintiff To'avalu Tupua as  
8 Class Representative, and the law firm of Rekhi & Wolk, P.S. as Class Counsel. The Court  
9 further appoints Rekhi & Wolk, P.S. to act as the Settlement Administrator.

10 A final fairness hearing ("Final Fairness Hearing"), for purposes of determining  
11 whether the settlement should be finally approved, shall be held before this Court on  
12 \_\_\_\_\_ [June 23], 2017, at \_\_\_\_\_ [09:00 a.m.] in the courtroom of the  
13 Honorable Elizabeth Berns at King County Superior Court, 401 Fourth Avenue N., Kent,  
14 Washington. At the hearing, the Court will hear arguments concerning whether the proposed  
15 settlement on the terms and conditions provided for in the Settlement Agreement should be  
16 granted final approval by the Court as fair, reasonable and adequate.

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

23 The procedure for distributing the Notice documents shall be as follows:

- a. Within 5 (five) calendar days after the Superior Court gives preliminary approval to the Settlement, Defendants will provide Class Counsel, to the extent not already provided, a "Class List" containing the names, the last

1 known addresses, the last known email addresses for Settlement Class  
2 Members and Potential Class Members, and will cooperate in finding correct  
3 addresses for those whose last known addresses are incorrect.

4 b. Within ten (10) days after the Superior Court gives preliminary approval to  
5 the Settlement, the Settlement Administrator shall mail Notice to all  
6 Settlement Class Members and Potential Class Members. The Notice mailed  
7 to Settlement Class Members shall describe the claims process and shall  
8 advise Class Members of their right to object to the Settlement and the  
9 process by which such objections must be made. The mailing will include a  
10 self-addressed stamped envelope for Settlement Class Members to return  
11 claim forms to the Settlement Administrator. The Settlement Administrator  
12 will concurrently email links of the Notice to all Settlement Class members  
13 for whom Defendants disclose last known email addresses.

14 c. Should any Notice be returned as undeliverable by the postal service, the  
15 Settlement Administrator shall use reasonable efforts to locate a good address  
16 and, if located, shall make a second attempt at mailing the Notice. If such  
17 Notice is again returned as undeliverable, no further attempts at delivery of  
18 the Notice shall be made.

19 The Settlement Administrator shall provide Sodexo with an electronic report setting  
20 forth the name and identity of any Settlement Class Members or Potential Class Members who  
21 submit a Claim Form.

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

1 All papers in support of final approval of the Settlement Agreement shall be filed and  
2 served no later than forty (40) days after the Initial Notice Mailing Date.

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

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

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

14 Entered this 20, day of April, 2017.



15 The Honorable Elizabeth Berns  
16 Superior Court Judge

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**REKHI & WOLK, P.S.**

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