

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made by and between Plaintiffs Jessica Weber, Brian Kurth, Kevin Ratliff, and Hanh Le and Defendant KASA Delivery, LLC.

DEFINITIONS USED IN SETTLEMENT AGREEMENT

- A. “Action” means the lawsuit entitled *Weber et al. v. KASA Delivery, LLC*, Case No. 16-2-13761-0 SEA, in King County Superior Court.
- B. “Complaint” means the Fourth Amended Class Action Complaint filed by Plaintiffs on June 6, 2018, on behalf of themselves and all others similarly situated, asserting claims for: (i) damages for lost wages, reimbursement for business expenses, paid sick leave, tips, and service charges, pursuant to RCW 49.46 *et seq.* and Seattle Municipal Code (“SMC”) 14.16 *et seq.*, 14.19 *et seq.*, and 14.20 *et seq.*; (ii) damages for missed rest breaks, pursuant to RCW 49.12 *et seq.* and WAC 296-126-092; (iii) exemplary or liquidated damages in amounts equal to double or treble the wages due to class members, pursuant to RCW 49.52.070, SMC 14.19.110, SMC 14.16.110, and SMC 14.20.090; (iv) attorneys’ fees and costs; (v) prejudgment and postjudgment interest; and (vi) declaratory and injunctive relief.
- C. “Class Certification Order” means the order entered by the Court on April 30, 2018 granting Plaintiffs’ motion for class certification in the Action.
- D. “Class Counsel” means the law firm Rekhi & Wolk, P.S.
- E. “Class Member” or “Class Members” means all delivery drivers employed in the State of Washington by Defendant during the Class Period who received Notice of the Class Certification Order and did not timely exclude themselves from the Class are automatically deemed Class Members. The Class Members are bound by the Final Judgment and will receive a distribution as set forth in this Settlement Agreement.
- F. “Class Period” means June 10, 2013 through November 3, 2016.
- G. “Class Representative Award” means the proposed payment specified below in ¶ 7.B.
- H. “Court” means the King County Superior Court.
- I. “Defendant” means KASA Delivery, LLC, the Defendant in the Action.
- J. “Defendant’s Counsel” means the law firm Littler Mendelson, P.C.
- K. “Final Approval Date” means the date on which the Final Approval Order is entered in this matter.

- L. “Final Approval Hearing Date” means the date set by the Court for the hearing on final approval of the settlement embodied in this Settlement Agreement.
- M. “Final Approval Order” means the Court order granting final approval of the Settlement Agreement as proposed in **Exhibit B** hereto or such modified terms as may be agreed to by the Parties in order to obtain preliminary or final approval.
- N. “Final Judgment” means an order rendered by the Court that enters judgment disposing of all issues raised in this Action consistent with the Final Approval Order.
- O. “Named Plaintiffs” or “Plaintiffs” means Jessica Weber, Brian Kurth, Kevin Ratliff, and Hanh Le, the Plaintiffs in the Action.
- P. “Net Class Fund” means the portion of the Settlement Amount to be distributed to Class Members after deducting the Court-approved amounts set forth below in ¶ 7.A-7.C.
- Q. “Parties” means the Plaintiffs and the Defendant in the Action.
- R. “Preliminary Approval Date” means the date on which the Court enters its Preliminary Approval Order.
- S. “Preliminary Approval Order” means an order rendered by the Court preliminarily approving this Settlement Agreement as proposed in **Exhibit C** hereto or such modified terms as may be agreed to by the Parties in order to obtain preliminary approval.
- T. “Released Claims” means those claims included in the release of claims set forth in ¶ 2 of this Settlement Agreement.
- U. “Released Parties” means (i) Defendant and its parents, subsidiaries, affiliates, insurers, insurance policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.
- V. “Settlement Administrator” means JND Legal Administration or any other settlement administrator mutually agreed upon by the Parties and approved by the Court.
- W. “Settlement Amount” means \$550,000. This payment is all inclusive of Defendant’s financial obligations under this Settlement Agreement (including all

obligations for attorneys' fees and costs, costs of notice and settlement administration, any Class Representative Award, settlement payments to Class Members, and the employees' normal portions of payroll taxes on the settlement payments), except as specifically provided in ¶ 7.E below.

- X. "Settlement Class Data" means the information that Defendant shall provide to the Settlement Administrator as specified below in ¶ 3.B.
- Y. "Settlement Class Notice" means the document, substantially in the form attached to this Settlement Agreement as **Exhibit A**, that will be sent to Class Members following preliminary approval of the Settlement Agreement.
- Z. "Settlement Effective Date" means the date by which the Settlement Agreement is finally approved as provided in ¶ 3.E below and the Court's Final Judgment becomes final. For purposes of this subparagraph, the Court's Final Judgment "becomes final" upon the later of (i) 30 days after the Final Approval Order, if no appeal of that Order is filed, or (ii) the date the Court's Final Approval Order becomes final and binding after final resolution of any appeals.

RECITALS

WHEREAS, Plaintiffs filed the Complaint in this Action, seeking the relief set forth in the Definitions section above, and obtained the Class Certification Order referenced above; and

WHEREAS, Class Counsel has conducted a thorough investigation into the facts of the Complaint and the Class Members' claims against Defendant; and

WHEREAS, the Parties have engaged in extensive settlement discussions, including a full day mediation on October 29, 2018 to discuss a possible resolution of this matter; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that have been alleged in the Action or that arise out of the circumstances alleged in the Complaint, including federal, state, and municipal claims;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

TERMS OF SETTLEMENT AGREEMENT

1. **Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that this settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interest of Plaintiffs and the Class Members in light of all facts and circumstances, including the risk of significant delay and defenses asserted by Defendant. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has:

violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or the Released Parties of any such violation(s) or failure(s) to comply with any applicable law, who expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever.

2. **Consideration and Release of Claims.** In consideration for Defendant's payment of the Settlement Amount as set forth in this Settlement Agreement, upon the Final Approval Date (and except as to such rights or claims as may be created by this Settlement Agreement) the Named Plaintiffs and all Class Members, shall fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature that were alleged in the Action or could have been alleged in the Action arising out of the facts or circumstances alleged in the Action during the Class Period, and including federal, state, and municipal claims during the Class Period. The claims released by the Class Members include but are not limited to all claims accrued during the Class Period for the following: any claims for failure to pay minimum wages or overtime wages, or otherwise for failing to pay for all time worked, under the federal Fair Labor Standards Act ("FLSA") and applicable state and municipal law (including common law, statutes, ordinances, and regulations); any claims for failures to keep or furnish proper employment records under the FLSA or under applicable state and municipal law; any claims for failure to make full and timely payment of wages, paid sick leave, business expenses, tips, or service charges under such laws; any claims for failure to provide meal or rest breaks under such laws; any claims related to any of the foregoing for liquidated, exemplary, or punitive damages or penalties; any claims related to any of the foregoing for equitable relief (including injunctive or declaratory relief); and any claims related to any of the foregoing for prejudgment interest and attorneys' fees and costs. The Class Members likewise covenant not to sue the Released Parties with respect to any of the claims the Class Members have released that accrued during the Class Period.
3. **Court Approval Required.** This Settlement Agreement is contingent on approval by the Court. The Parties shall undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:
 - A. ***Preliminary Approval.*** Class Counsel shall file a joint motion for preliminary approval seeking the relief presented in **Exhibit C** hereto. Plaintiffs will provide a draft of the motion to Defendant at least 7 days in advance of filing for review and comment. The motion shall seek a Preliminary Approval Order that: (i) preliminarily approves the settlement; (ii) schedules a fairness hearing at least 75

days after the Preliminary Approval Order on the question of whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Class Members, and whether the application for Class Counsel's attorneys' fees and cost and the Class Representative Award should be approved; (iii) approves as to form and content the proposed Settlement Class Notice; and (iv) directs the mailing of the Settlement Class Notice by first-class mail to the Class Members.

- B. ***Settlement Class Data.*** Within 7 days of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator on a confidential basis, in a format acceptable to the Settlement Administrator, each Class Member's name, last known address, social security number, and telephone number(s) (if available). The Settlement Administrator shall update Settlement Class Data addresses using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator, and, to the extent this process yields an updated address, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Settlement Agreement and for any subsequent mailings required to effectuate the terms of this Settlement Agreement.
- C. ***Settlement Class Notice.*** Within 21 days of entry of the Preliminary Approval Order, the Settlement Administrator shall send the Settlement Class Notice to each Class Member by first-class mail and provide such other forms of notice specified in the Preliminary Approval Order. The Settlement Administrator will keep Class Counsel and Defendant's Counsel informed of any problems that arise in providing the Settlement Class Notice and/or locating missing Class Members.
- D. ***Class Members' Right to Object to the Settlement.*** As described in the Settlement Class Notice, Class Members may object to the Settlement Agreement, by submitting their written objection to the Settlement Administrator and the Clerk of Court within 30 days after the Settlement Class Notice is mailed.
1. ***No Exclusions.*** As the Class has already been certified and Class Members have already had an opportunity to opt out of the Action, they will receive notice and an opportunity to object but will not have another opportunity to opt out of the Settlement.
 2. ***Objection.*** Any Class Member other than Plaintiffs may object to this Settlement Agreement, provided that such objections are made in writing and mailed to and received by the Settlement Administrator and the Clerk of Court no later than the deadline set forth in the Settlement Class Notice. Such objection shall include the information specified in the Settlement Class Notice. No Class Member may be heard for purposes of objecting at the Final Approval Hearing who has not complied with this requirement, and any Class Member who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the

Settlement Agreement. Any Class Member who intends to appear at the Final Approval Hearing shall so announce in the Class Member's written objection.

3. ***Effect of Taking No Action.*** All Class Members will be deemed to be members of the class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Class Member presents a timely objection to this settlement pursuant to the procedures set out above, the Class Members and Plaintiffs waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.
 4. ***Obligations of Parties and Counsel.*** Neither Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement Agreement or appeal from any order of the Court that is consistent with the terms of this Settlement Agreement, or discourage participation in the settlement. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections and/or challenges to the settlement or any part thereof.
 5. ***Obligations of Settlement Administrator.*** The Settlement Administrator will provide a declaration of due diligence, proof of mailing of the Settlement Class Notice, and records of any objections to Class Counsel and Defendant's Counsel within 14 days after the deadline for objection.
- E. ***Final Approval.*** On the date established in the Preliminary Approval Order, Class Counsel shall file a joint motion for final approval of the Settlement Agreement seeking the relief presented in **Exhibit B** hereto. Class Counsel shall separately file a motion for an order awarding a Class Representative Award to Plaintiffs and an order awarding fees and costs to Class Counsel. Defendant shall not oppose these motions, *provided that* Plaintiffs seek no more than \$10,000 total as a Class Representative Award to Plaintiffs; and no more than \$235,000 as payment to Class Counsel for attorneys' fees and costs (with costs not to exceed the actual out-of-pocket costs and expenses of litigation). Plaintiffs will provide a draft of the motion to Defendant at least seven days in advance of filing for review and comment. The motion shall seek a Final Approval Order that: (i) finally approves the Settlement Agreement as fair, adequate, and reasonable, and directs consummation of its terms and provisions; (ii) approves Class Counsel's application for an award of attorneys' fees and costs; and (iii) dismisses this Action on the merits and with prejudice and permanently bars all Class Members from prosecuting against the Released Parties any individual or class claims that are released by this Settlement Agreement.

4. **Termination of Settlement Agreement.**

- A. ***Non-Approval by Court.*** Failure of the Court to grant preliminary or final approval of the Settlement Agreement (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this settlement as provided in this paragraph by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.
- B. ***Attorneys' Fees and Class Representative Award.*** The Settlement shall **not** be contingent upon any particular amount being approved by the Court with respect to the Class Representative Awards and the attorneys' fees and litigation expenses.
- C. ***Effect of Termination.*** In the event that this Settlement Agreement is not approved by the Court, fails to become effective for any reason, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction over the Action, the Settlement Agreement shall become null and void *ab initio* and shall have no force or effect; all negotiations, statements, and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Action prior to the settlement; and neither this Settlement Agreement nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in the Action or any other action for any purpose.

5. **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties further agree to cooperate fully and use their best efforts to obtain the Court's preliminary and final approval of this Settlement Agreement and all the terms herein.

6. **Confidentiality and Publicity.** The Parties (which will include the Named Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel) agree that they shall not make any comment relating to this matter, the amount of the settlement, this Agreement or any other document related thereto or distributed to Class Counsel in this matter, by way of printed materials, articles, ads, blogs, emails, or any social media other than what is required by the Court to approve the settlement and this Settlement Agreement and administer the settlement proceeds, except Class Counsel and/or the Settlement Administrator will host an information-only website regarding the Action and the settlement, with Plaintiffs able to refer Class Members to Class Counsel and the website if asked about the Action and/or settlement. The website text will not reference the monetary terms of the settlement, though the website may contain a link to the Settlement Agreement and Settlement Class

Notice. The Parties further agree that the settlement will be deemed confidential to the extent permitted by the Court, and that upon execution of this Settlement Agreement the Parties will not in any manner that is not required by the Court to approve the settlement and administer the settlement proceeds inform, disclose, or discuss with any person the terms, fact of, or amounts paid pursuant to this Settlement Agreement. If asked about this dispute by anyone who is not a Class Member, the Parties agree to state solely that “the matter has been resolved.” No party will issue any press releases, website postings (beyond what is required by the Court to approve the settlement and administer the settlement proceeds), social media, or press outreach regarding this matter, the terms of the settlement or this Settlement Agreement. If contacted by the media at any time, the Parties will say, “the matter has been resolved.” At no time will the Parties make any reference to BiteSquad in any communications related to this Action, including on Class Counsel’s website (including the website address and metadata), social media, any public interface, or to the media. Plaintiffs and Class Counsel will not make (or direct anyone to make) any negative or derogatory comment to any third party, including the press or current employees, consultants, customers, and prospects of Defendant, regarding Defendant or BiteSquad, their affiliates, employees, agents, business, products, or related activities. This provision does not preclude the Parties from making any communications required by the Court to approve the settlement or this Settlement Agreement and to administer the settlement proceeds. Notwithstanding the above, Class Counsel can communicate with Class Members as appropriate.

7. **Settlement Payments.** Within 14 days after the Settlement Effective Date, Defendant shall deposit the First Payment of the Settlement Amount (\$300,000) into a Qualified Settlement Fund established by the Settlement Administrator. Within 3 months after the deadline for the First Payment, Defendant shall deposit the Second Payment of the Settlement Amount (\$250,000) into the Qualified Settlement Fund. The Settlement Administrator shall distribute these funds only as directed by Class Counsel and Defendant’s Counsel and as allowed under the Court’s Final Approval Order and Final Judgment. Subject to Court approval, the Settlement Amount shall be allocated as follows:
 - A. **Attorney’s Fees and Litigation Costs.** The Settlement Administrator shall distribute to Class Counsel the amount awarded by the Court as compensation for attorneys’ fees and costs in accordance with the Court’s Final Approval Order and Final Judgment. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment. The Settlement Administrator shall distribute the attorneys’ fees and costs within 14 days after receipt of the Second Payment from Defendant.
 - B. **Class Representative Awards.** The Settlement Administrator shall distribute to Plaintiffs, within 14 days after receipt of the Second Payment from Defendant, the amounts awarded by the Court to Plaintiffs as Class Representative Awards. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.
 - C. **Settlement Administration Expenses.** The Settlement Administrator shall distribute to itself, no earlier than 14 days after receipt of the Second Payment from

Defendant, the amount approved by the Court as the reasonable expenses of settlement administration.

- D. ***Distribution of Net Class Fund as Individual Allocations.*** The Net Class Fund is the Settlement Amount less the amount of attorneys' fees and costs, Class Representative Awards, and Settlement Administrator expenses (i.e., ¶ 7.A-7.C above) actually awarded by the Court. The Settlement Administrator shall distribute the Net Class Fund to Class Members *pro rata* based on the Individual Settlement Allocations provided by Class Counsel. The general formula that Class Counsel will use to calculate the Individual Settlement Allocations shall be based on hours worked as provided by the Defendant in discovery. Class Counsel believe that their calculations are a reasonable and fair calculation of the damages allegedly suffered by Plaintiffs and the Class Members. The Individual Settlement Allocations shall be treated for tax purposes as described in ¶ 7.E below. The Settlement Administrator shall distribute the Individual Settlement Allocations within 14 days after receipt of the Second Payment from Defendant. Class Members shall not be required to submit a settlement claim form in order to be eligible to receive payment of the Individual Settlement Allocations.
- E. ***Tax Treatment and Reporting.*** For tax and withholding purposes, Individual Settlement Allocations shall be treated as follows: 50% of each Individual Settlement Allocation distributed to a Class Member shall be deemed to be wages, subject to payroll taxes, and the Settlement Administrator shall issue appropriate IRS Forms W-2; and 50% of each Individual Settlement Allocation distributed to a Class Member shall be deemed to be non-wage payments and the Settlement Administrator shall issue appropriate IRS Forms 1099. Defendant shall be responsible for paying the employer's portion of payroll taxes attributable to the portions of the Individual Settlement Allocations that are characterized as W-2 wages, as calculated by the Settlement Administrator, which the Settlement Administrator shall disburse to the IRS or appropriate state agency. Defendant's payment of the employer's portion of payroll taxes shall be in addition to, and shall not come out of, the Settlement Amount. Except for the employer's portion of payroll taxes, Defendant shall have no responsibility or liability for any federal or state taxes owed in connection with the payments made in connection with this Settlement Agreement. The Settlement Administrator shall withhold from each Class Member's payment, and disburse to the IRS or appropriate state agency, the employee's portion of payroll taxes and tax withholding attributable to wages.
- F. ***No Effect on Other Benefits.*** Defendant will not use any payments from the Settlement Amount to calculate any benefits, including, for example (but without limitation), vacation, holiday pay, pension, or 401(k) plan contributions. Any payments from the Settlement Amount do not represent any modification of previously credited hours of service or other eligibility criteria under any employee pension or employee welfare benefit plan sponsored by Defendant. Nor is any payment from the Settlement Amount compensation for purposes of determining eligibility for, or benefit accrual within, an employee benefit pension plan, an

employee welfare benefit plan, or other plan sponsored by Defendant or any of the Released Parties.

- G. ***Conditions Precedent.*** The timelines in this ¶ 7 are contingent on the following events: (i) Class Counsel must provide a spreadsheet with the Individual Settlement Allocations to Defendant’s Counsel for review within seven days of the Final Approval Date, and provide the final Individual Settlement Allocations to the Settlement Administrator within 14 days of the Final Approval Date; and (ii) the Settlement Administrator must provide Defendant with the amounts to be paid (including the employer’s share of payroll taxes, if applicable, with a spreadsheet showing the amount for each Individual Settlement Allocation), W-9 form for the Qualified Settlement Fund, and payment instructions at least 14 days before each of the First Payment and the Second Payment. If any of these events are delayed, it will delay Defendant’s deposit and the Settlement Administrator’s payments accordingly.
- H. ***Unclaimed Individual Allocations.*** Class Members shall have 90 days after the date the Individual Settlement Allocation checks are mailed by the Settlement Administrator to cash their Individual Settlement Allocation checks (the “Settlement Check Cashing Deadline”). Any Individual Settlement Allocation check that is not cashed by the Settlement Check Cashing Deadline shall become void and subject to a stop payment order. The Parties may agree to reissue checks to Class Members who do not cash their checks. Within 60 days after the Settlement Check Cashing Deadline for the Second Payment, the Settlement Administrator shall tender the total combined amount of all uncashed Individual Settlement Allocation checks to the Legal Foundation of Washington. In such event, those Class Members will be deemed to have waived irrevocably any right in or claim to a settlement share, but the Settlement Agreement nevertheless will be binding upon them. Any costs associated with administering the residual (*e.g.*, bank stop pay charges) will be deducted from the residual before donation to the beneficiary.
8. **Enforcement Actions.** The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out.
9. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties facilitated by an experienced employment law mediator and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement Agreement.

10. **Modification.** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and, if changed after the Preliminary Approval Order, approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.
11. **Entire Agreement.** This Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the Parties are superseded and merged into this Settlement Agreement.
12. **No Reliance.** The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this agreement.
13. **Assignments.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.
14. **Class Counsel Signatories.** It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Settlement Class Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.
15. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Settlement Agreement. A facsimile signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.
16. **Dispute Resolution.** In the event of a dispute between the Parties concerning the documentation, execution, implementation, interpretation, or administration of this Settlement Agreement, the Parties agree that such a dispute shall be submitted for arbitration to Lou Peterson at Hillis Clark Martin & Peterson, whose decision shall be final, binding, and not subject to further review or appeal of any kind. The Parties shall equally share the costs of any such arbitration proceeding. The Parties shall bear their own attorneys' fees and costs incurred in such an arbitration proceeding, subject to the

arbitrator's authority to award a reasonable amount of attorneys' fees and costs if the arbitrator determines that a party's position is frivolous.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Dated: _____ By: _____
Jessica Weber, Plaintiff

Dated: _____ By: _____
Brian Kurth, Plaintiff

Dated: _____ By: _____
Kevin Ratliff, Plaintiff

Dated: _____ By: _____
Hanh Le, Plaintiff

KASA Delivery, LLC,

Dated: _____ By: _____
Its authorized agent, Defendant

Class Counsel,

Dated: _____ By: _____
Hardeep Rekhi
REKHI & WOLK, P.S.

Defendant's Counsel,

Dated: _____ By: _____
Breanne Martell
LITTLER MENDELSON, P.C.

arbitrator's authority to award a reasonable amount of attorneys' fees and costs if the arbitrator determines that a party's position is frivolous.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Dated: 12/28/2018 By: Jessica Weber
Jessica Weber, Plaintiff

Dated: _____ By: _____
Brian Kurth, Plaintiff

Dated: _____ By: _____
Kevin Ratliff, Plaintiff

Dated: _____ By: _____
Hanh Le, Plaintiff

KASA Delivery, LLC,

Dated: _____ By: _____
Its authorized agent, Defendant

Class Counsel,

Dated: _____ By: _____
Hardeep Rekhi
REKHI & WOLK, P.S.

Defendant's Counsel,

Dated: _____ By: _____
Breanne Martell
LITTLER MENDELSON, P.C.

arbitrator's authority to award a reasonable amount of attorneys' fees and costs if the arbitrator determines that a party's position is frivolous.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Dated: _____ By: _____
Jessica Weber, Plaintiff

Dated: 12/21/2018 By: BKK
Brian Kurth, Plaintiff

Dated: _____ By: _____
Kevin Ratliff, Plaintiff

Dated: _____ By: _____
Hanh Le, Plaintiff

KASA Delivery, LLC,

Dated: _____ By: _____
Its authorized agent, Defendant

Class Counsel,

Dated: _____ By: _____
Hardeep Rekhi
REKHI & WOLK, P.S.

Defendant's Counsel,

Dated: _____ By: _____
Breanne Martell
LITTLER MENDELSON, P.C.

arbitrator's authority to award a reasonable amount of attorneys' fees and costs if the arbitrator determines that a party's position is frivolous.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Dated: _____ By: _____
Jessica Weber, Plaintiff

Dated: _____ By: _____
Brian Kurth, Plaintiff

Dated: 12/09/2018 By: Kevin Ratliff
Kevin Ratliff, Plaintiff

Dated: 12/07/2018 By: Hanh Le
Hanh Le, Plaintiff

KASA Delivery, LLC,

Dated: _____ By: _____
Its authorized agent, Defendant

Class Counsel, Approved as to form -

Dated: 1/9/19 By: Harddeep Rekhi
Harddeep Rekhi
REKHI & WOLK, P.S.

Defendant's Counsel,

Dated: _____ By: _____
Breanne Martell
LITTLER MENDELSON, P.C.

arbitrator's authority to award a reasonable amount of attorneys' fees and costs if the arbitrator determines that a party's position is frivolous.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

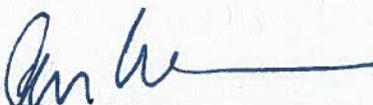
Dated: _____ By: _____
Jessica Weber, Plaintiff

Dated: _____ By: _____
Brian Kurth, Plaintiff

Dated: _____ By: _____
Kevin Ratliff, Plaintiff

Dated: _____ By: _____
Hanh Le, Plaintiff

KASA Delivery, LLC,

Dated: 12/20/18 By: 
Its authorized agent, Defendant

Class Counsel,

Dated: _____ By: _____
Hardeep Rekhi
REKHI & WOLK, P.S.

Defendant's Counsel,

Dated: 1/2/19 By: 
Breanne Martell
LITTLER MENDELSON, P.C.

WEBER, ET AL. v. KASA DELIVERY, LLC
CASE NO: 16-2-13761-0 SEA
SETTLEMENT AGREEMENT
EXHIBIT A: PROPOSED CLASS NOTICE

You may be entitled to benefits under a class action settlement if at any time from June 10, 2013 through November 3, 2016 you have been employed as a delivery driver for KASA Delivery, LLC in the state of Washington and if you did not opt out of the case when you received notice before.

This is a court-ordered notice. This is not a solicitation from a lawyer.

- Four former delivery driver employees (“Plaintiffs” or “Class Representatives”) have sued KASA Delivery, LLC (“KASA”) based on alleged violations of Seattle and Washington state wage and hour laws.
- Plaintiffs represent all people whom KASA employed as delivery drivers in the state of Washington at any time from June 10, 2013 through November 3, 2016, who did not opt out of the case when notice was sent in August 2018. Those people are referred to as “the Class Members.”
- The Court presiding over this case has issued a preliminary order approving a settlement that covers the Plaintiffs and Class Members in this case. The Court will decide whether the proposed settlement should be approved.
- KASA has agreed to pay \$550,000 to settle this action with the Class.
- As part of the proposed settlement, KASA does not admit to any wrongdoing and continues to deny the allegations in Plaintiffs’ complaint.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

BASIC INFORMATION

1. Why did I get this notice?

KASA’s records show that you were employed at some point during the class period (from June 10, 2013 through November 3, 2016), as a driver for KASA in the state of Washington.

2. What is this lawsuit about?

Plaintiffs claim KASA violated Seattle and Washington state wage and hour laws. KASA denies Plaintiffs’ claims. The Court previously certified this case as a class action and notice was sent to all eligible delivery drivers in August 2018. All individuals who did not opt out of the class action by the deadline are Class Members in this case.

3. Why is there a settlement?

The Court did not decide in any party’s favor. Instead, both sides agreed to a settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members. KASA has not admitted fault or that it violated any laws but it and its attorneys agree that a settlement is in all parties’ best interests at this time to avoid the cost of litigation.

4. What claims are resolved by the settlement?

The settlement will resolve all claims and allegations made on behalf of Class Members against KASA in the complaints filed in the lawsuit regarding KASA’s alleged violation of Seattle’s and Washington’s laws related to employee compensation, including the following claims:

- Failing to pay drivers the minimum wage;
- Failing to compensate drivers for missed rest breaks;

- Failing to properly reimburse drivers for all business expenses paid;
- Failing to properly compensate Seattle drivers for paid sick and safe leave time; and
- Failing to pay drivers tips and service charges.

The settlement will resolve alleged violations that occurred from June 10, 2013 through November 3, 2016. KASA denies Plaintiffs' claims.

5. What are the basic terms of the settlement?

Subject to Court approval, the essential terms of the settlement are as follows:

Gross Settlement Fund: The settlement requires KASA to pay a total of \$550,000 to establish a Gross Settlement Fund. Under the settlement, Class Counsel expects that at least \$295,000 shall be distributed to the Settlement Class Members as compensation for releasing the claims resolved by the settlement as described above, which is a substantial portion of the wages allegedly owed to Class Members as calculated by Class Counsel and their expert based on KASA's records.

Settlement Administrator: The settlement requires JND Legal Administration to act as the Settlement Administrator in accordance with the Settlement Agreement. Plaintiffs will ask the Court to approve the payment of fees, costs, and other charges imposed by the Settlement Administrator from the Gross Settlement Fund in an amount that is not expected to exceed \$10,000.

Class Representative Service Award: Plaintiffs will ask the Court to approve service awards to each Class Representative to compensate them for their time and effort. If approved, the Class Representatives will be paid up to a combined amount of \$10,000 from the Gross Settlement Fund.

Attorney's Fees and Costs: Class Counsel have been working on this case for more than three years but have not received any fees or reimbursements for the costs of the lawsuit. Plaintiffs will ask the Court to approve payment from the Gross Settlement Fund to Class Counsel to reimburse them for out-of-pocket litigation costs and to compensate them for their reasonable attorneys' fees. If approved, Class Counsel will be reimbursed for up to \$235,000 in costs and attorneys' fees. Costs reimbursement will not exceed the actual out-of-pocket costs and expenses of litigation incurred by Class Counsel.

Employer-Side Taxes: The Gross Settlement Fund does not include coverage for any taxes that must be submitted to governing authorities on behalf of KASA for the wage portion of the Class Member payments.

Distribution of Settlement Fund: The Settlement Administrator, JND, will make payments directly to Class Members. If you have recently moved or plan to move within the next 90 days, please provide the Settlement Administrator with an updated address by contacting Class Counsel or the Settlement Administrator. Contact information is provided below.

Tax Treatment of Claim Share Portion of Settlement Payments: Fifty percent (50%) of each Class Member's settlement share will be treated and reported to government taxing authorities as wages and subject to normal employee-side payroll tax withholdings and payments. Fifty percent (50%) of each Class Member's share will be treated and reported to government taxing authorities as non-wage damages and interest on which there will be no tax withholding. Class Members will be

responsible for the payment of any taxes that may be due as a result of the non-wage payment. You should consult a tax professional if you have any tax-related questions.

Release of Claims: Upon final approval by the Court, Class Members will dismiss the lawsuit and release KASA and related parties from all claims and allegations that have been or could have been brought against KASA in any of the complaints filed in this lawsuit. This releases KASA for liability related to any and all past or present claims, debts, demands, causes of action, liabilities, losses, obligations, interest, attorneys' fees, costs, expenses, damages, exemplary damages, fines, penalties, and injuries of every kind, nature and description that accrued during the period from June 10, 2013 through November 3, 2016 and that arise out of the facts or circumstances alleged by Plaintiffs in this Action, as more fully described in the Settlement Agreement.

For a full copy of the Settlement Agreement please visit: [Settlement Administration website/Rekhi Wolk Website](#)

Dismissal of Action: Upon final approval of the settlement, the Court will dismiss the lawsuit with prejudice but will retain jurisdiction to enforce the terms of the settlement. As a Class Member, you will be bound by all terms of the settlement if it is approved by the Court.

6. How can I get a payment?

A payment will be mailed to you at your address on record. Class Members that requested to be excluded from this class action when notice was sent in August 2018 will not receive payment.

The Settlement Administrator shall distribute the Net Class Fund (after subtraction of attorneys’ fees and costs, class representative service awards, and settlement administration expenses awarded by the Court) to Class Members *pro rata* based on the Individual Settlement Allocations provided by Class Counsel. The general formula that Class Counsel will use to calculate the Individual Settlement Allocations shall be based on hours worked as provided by KASA’s records.

7. When will I get my payment?

The Court will hold a hearing on [redacted] at [redacted] a.m. to decide whether to approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least 30 days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal’s progress will be posted at www.kasa.com. If there is no appeal, we expect payments will go out within 120 days of the Court’s approval of the settlement. Please be patient. You will have 90 days from the date the check is issued to cash it. Unclaimed funds will be distributed to the Legal Foundation of Washington.

8. Do I have a lawyer in this case?

The Court has decided that lawyers from Rekhi & Wolk, P.S. are qualified to represent you and all Class Members and has approved them to do so. Together the lawyers are called “Class Counsel.” You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs out of the Gross Settlement Fund in whatever amounts are approved by the Court. If you want your own lawyer, you may hire one at your own expense.

9. What can I do if I don’t like the settlement?

If you don’t like the settlement, you can choose to object.

If you wish to object: 1) you must do so in a signed writing; 2) you must state the reasons why you think the Court should not approve the settlement; 3) you must state if you intend to appear at the Final Approval hearing and how long you would like to speak; and 4) you must mail your objection to both a) the Settlement Administrator and b) the King County Superior Court Clerk’s Office, along with any supporting documentation that you wish the Court to consider. The objection must be received by the Settlement Administrator and the Clerk’s Office at the addresses provided below no later than [redacted].

If you send a letter, be sure to include your name, address, telephone number, signature, and name of the case, *Weber, et al. v. KASA Delivery, LLC*, Case No. 16-2-13761-0 SEA. The Court will consider your views. If the settlement is approved, you will still receive a payment under the settlement. If you fail to present objections to the proposed settlement agreement in the manner provided above the Court may deem you have waived any such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the proposed settlement.

The Settlement Administrator is JND Legal Administration. Objections must be mailed to both of the addresses below:

Weber v. KASA Delivery, LLC Settlement Administrator
c/o JND Legal Administration
[address line 1]
[address line 2]
Toll Free: [redacted]

King County Superior Court Clerk
516 Third Avenue, Room E-609
Seattle, WA 98104

10. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing regarding Final Approval of Class Action Settlement at _____:

Courtroom # _____
King County Superior Court
516 3rd Ave
Seattle, WA 98104

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not have to come to the hearing. The date, time, or location of the Final Approval Hearing may be changed without further notice. Please refer to rekhiwolk.com/class-actions/kasa for updated information.

11. How do I get more information?

You can contact class counsel. The lawyers representing the Class are:

Rekhi & Wolk, P.S.

By Internet: www.rekhiwolk.com
By Phone: 206-388-5887
By Mail: Rekhi & Wolk, P.S.
529 Warren Ave. N., Suite 201
Seattle, Washington 98109

Please do not contact the Clerk of the Court, the Judge, Defendant, or Defendant's attorneys with inquiries.

12. What is the Contact information for the Settlement Administrator?

JND Legal Administration

By Internet: www.
By Email: [xxxxxxx](mailto:)
By Phone: Toll Free 1(8xx) xxx-xxxx
By Mail: [Weber v. KASA Delivery, LLC Settlement Administrator](mailto:)
c/o JND Legal Administration
[address line 1]
[address line 2]
Toll Free: _____

WEBER, ET AL. V. KASA DELIVERY, LLC
CASE NO: 16-2-13761-0 SEA
SETTLEMENT AGREEMENT
**EXHIBIT B: PROPOSED ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

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

JESSICA JAHN WEBER, BRIAN KURTH,
KEVIN RATLIFF, and HANH LE on their own
behalf and on the behalf of all others similarly
situated,

Plaintiffs,

v.

KASA DELIVERY, LLC,

Defendant.

No. 16-2-13761-0 SEA

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ENTERING FINAL JUDGMENT**

The Parties' Motion for an Order Granting Final Approval of Class Action Settlement came before this Court, on _____, 2019. The above captioned Action is a class action lawsuit brought by Plaintiffs Jessica Weber, Brian Kurth, Kevin Ratliff, and Hanh Le against KASA Delivery, LLC. Plaintiffs allege that KASA failed to pay Plaintiffs and a certified class of employee workers ("Class Members") wages and other compensation to which they were entitled under Seattle and Washington State laws. KASA denies any and all wrongdoing, and denies any liability to the Plaintiffs or Class Members.

On _____, 2019, this Court entered an Order Granting Preliminary Approval of Settlement. That Order directed the Settlement Administrator to provide Notice to the Class Members, which informed Class Members of: (a) the proposed settlement, and the settlement's

1 key terms; (b) the date, time, and location of the Final Approval Hearing; (c) the right of any
2 Class Member to object to the proposed settlement, and an explanation of the procedures to
3 exercise that right; and, (d) an explanation of the procedures for Class Members to participate in
4 the proposed settlement.

5 This Final Approval Order and Final Judgment adopts and incorporates the Settlement
6 Agreement (Exhibit 1 to the Declaration of Hardeep S. Rekhi in Support of Preliminary
7 Approval), the terms defined therein, and all exhibits thereto.

8 The Court, upon Notice having been given as required in the Preliminary Approval Order,
9 and having considered the proposed Settlement Agreement, as well as all papers filed, hereby
10 ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

11 1. This Court has jurisdiction over the subject matter of the Action and over all
12 Parties to the Action, including all Class Members of the class previously certified by the Court,
13 which consists of:

14 All individuals employed by Defendant as delivery drivers in the State of Washington at any time
15 from June 10, 2013 through November 3, 2016 who did not timely exclude themselves following
16 notice of this Court's Class Certification Order.

17 2. The Notice provided to the Class Members conforms with the requirements of CR
18 23, the Washington and United States Constitutions, and any other applicable law, and constitutes
19 the best notice practicable under the circumstances, by providing notice to Class Members who
20 could be identified through reasonable effort, and by providing due and adequate notice of the
21 proceedings and of the matters set forth therein to the other Class Members. The notice fully
22 satisfied the requirements of due process.

23 3. The Court finds the settlement was entered into in good faith as the result of arm's-
24 length negotiations between experienced attorneys, that the settlement is fair, reasonable, and
25 adequate, that the settlement satisfies the standards and applicable requirements for final approval
26 of this class action settlement under Washington law, including the provisions of CR 23, and that

1 the settlement should be finally approved by the Court.

2 4. The Court approves the Opt-Out List attached hereto as Exhibit A, and determines
3 that the Opt-Out List is a complete list of all Class Members who timely requested exclusion
4 from the Class and accordingly, shall neither share in nor be bound by the Final Approval Order
5 and Final Judgment. The Settlement Agreement is binding on all Class Members, with the
6 exception only of those individuals listed on Exhibit A.

7 5. No Class Members have objected to the terms of the Settlement. –or- The Court
8 has considered all objections filed to the settlement, if any, as well as arguments of objectors’
9 counsel appearing at the Final Approval Hearing, if any. With respect thereto, the Court finds
10 the objections ill-founded and the same are hereby denied. Class Members who failed to present
11 objections to the proposed Settlement Agreement in the manner provided in the Court’s Order
12 Granting Preliminary Approval of Settlement are hereby deemed to have waived any such
13 objections and are forever foreclosed from making any objections to the settlement or appealing
14 this Final Approval Order and Final Judgment.

15 6. The Court directs the Parties, their counsel, and the Settlement Administrator to
16 implement and consummate the Settlement Agreement in accordance with its terms and
17 provisions. The Parties are hereby authorized, without further approval from the Court, to agree
18 to and adopt such amendments, modifications, and expansions of the Settlement Agreement and
19 all exhibits thereto as (i) are consistent in all material respects with this Final Approval Order
20 and Final Judgment, and (ii) do not limit the rights of the Class Members.

21 7. Upon entry of this Order, compensation to the Class Members shall be effected
22 pursuant to the terms of the Settlement Agreement.

23 8. In addition to any recovery that Plaintiffs may receive under the settlement, and
24 in recognition of the Plaintiffs’ efforts on behalf of the Class Members, the Court hereby approves
25 the payment of a service award to the Plaintiffs, in the amount of \$_____ to be paid pursuant
26 to the terms of the Settlement Agreement.

1 9. The Court approves the payment of attorneys' fees to be paid to Class Counsel in
2 the amount of \$_____. The Court also approves the payment of \$_____ to reimburse Class
3 Counsel for litigation costs incurred for litigating this case. The attorneys' fees and costs awards
4 shall be distributed to Class Counsel in accordance with the terms of the Settlement Agreement.
5 The Settlement Administrator will be paid an estimated \$_____. Upon payment in
6 accordance with this Order and the Settlement Agreement, Defendant shall be discharged from
7 any further duty to pay attorneys' fees, costs, expenses, or any other amount not required by the
8 Settlement Agreement.

9 10. Upon the date on which this Order is entered (the "Final Approval Date"), the
10 Plaintiffs and all Class Members, shall have, by operation of this Final Approval Order and Final
11 Judgment, fully, finally, and forever released, relinquished, compromised, settled, dismissed, and
12 discharged KASA and the Released Parties from all Released Claims as defined by the terms of
13 the Settlement Agreement. Upon the Final Approval Date, all Class Members shall be and are
14 hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in,
15 or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative,
16 regulatory, arbitration, or other proceeding, including any class action proceeding, in any
17 jurisdiction based on any and all of the Released Claims under the terms of the Settlement
18 Agreement.

19 11. Neither this Final Approval Order and Final Judgment nor any aspect of this
20 settlement is to be offered as evidence of, or construed or deemed as an admission of, liability,
21 culpability, negligence, or wrongdoing on the part of Defendant or the Released Parties.

22 12. This Action, including all individual and class claims presented thereby, is hereby
23 DISMISSED on the merits WITH PREJUDICE and without fees or costs except as provided
24 herein.

25 Without affecting the finality of the Final Approval Order and Final Judgment for
26 purposes of appeal, this Court shall retain jurisdiction with respect to all matters related to the

1 administration and consummation of the settlement, and any and all claims, asserted in, arising
2 out of, or related to the subject matter of the Action, including but not limited to all matters
3 related to the settlement and the determination of all controversies relating thereto.
4

5 DATED this _____ day of _____, 2019.
6
7
8

9 _____
10 JUDGE/COURT COMMISSIONER

11 Presented by:

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

13 **LITTLER MENDELSON, P.C.**

14 By: /s/ Hardeep S. Rekhi WSBA No. 34579
15 Hardeep S. Rekhi, WSBA No. 34579
16 Gregory A. Wolk, WSBA No. 28946
17 529 Warren Ave N., Suite 201
18 Seattle, WA 98109
19 Telephone: (206) 388-5887
20 Fax: (206) 577-3924
21 E-Mail: hardeep@rekhiwolk.com
22 greg@rekhiwolk.com

By: /s/ Breanne S. Martell (per authorization)
Breanne S. Martell, WSBA No. 39632
Birgitte Gingold, WSBA No. 50630
600 University Street Suite 3200
Seattle, WA 98101
Telephone: (206) 623-3300
Fax: (206) 299-9598
E-Mail: bsmartell@littler.com
bgingold@littler.com

23 *Attorneys for Plaintiff*

24 *Attorneys for Defendant*
25
26

WEBER, ET AL. V. KASA DELIVERY, LLC

CASE NO: 16-2-13761-0 SEA

SETTLEMENT AGREEMENT

**EXHIBIT C: PROPOSED ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

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

JESSICA JAHN WEBER, BRIAN KURTH,
KEVIN RATLIFF, and HANH LE on their own
behalf and on the behalf of all others similarly
situated,

Plaintiffs,

v.

KASA DELIVERY, LLC,

Defendant.

No. 16-2-13761-0 SEA

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, the Parties have entered into a Class Action Settlement Agreement and Release (the “Settlement Agreement”), which sets forth the terms and conditions of the settlement and release of claims against Defendant KASA Delivery, LLC, and the Court having reviewed and considered the Settlement Agreement and all of the filings, records, and other submissions, the Court finds upon a preliminary examination that the Settlement Agreement appears fair, reasonable, and adequate, and that a hearing should and will be held after notice to the Class Members in order to confirm that the settlement is fair, reasonable, and adequate, and to determine whether the Settlement Agreement should be finally approved and whether a Final Approval Order and Final Judgment should be entered in this Action pursuant to the terms and conditions set forth in the Settlement Agreement (“Final Approval Hearing”).

1 THEREFORE, THE COURT FINDS AND CONCLUDES AS FOLLOWS:

2 a. Unless otherwise provided herein, all capitalized terms in this Order shall have
3 the same meaning as set forth in the Settlement Agreement attached as Exhibit 1 to the
4 Declaration of Hardeep S. Rekhi in Support of Joint Motion for Preliminary Approval.

5 b. This Court has jurisdiction over the subject matter of this Action and personal
6 jurisdiction over the Parties and the Class Members, of the class previously certified by the
7 Court, which consists of:

8 All individuals employed by Defendant as delivery drivers in the State of
9 Washington at any time from June 10, 2013 through November 3, 2016 who did
10 not timely exclude themselves following notice of this Court's Class Certification
Order.

11 c. The Court finds that (a) the Settlement Agreement resulted from extensive
12 arm's-length negotiations, with participation of an experienced mediator, and after significant
13 discovery, exchange of information, and litigation in the case, and (b) the Settlement
14 Agreement is sufficient to warrant notice thereof to the Class Members and the Final Approval
15 Hearing described below.

16 d. The Class Members include all delivery drivers employed in the State of
17 Washington by Defendant during the Class Period who did not timely exclude themselves from
18 the Class.

19 e. The Court has previously appointed Plaintiffs Jessica Weber, Brian Kurth,
20 Kevin Ratliff, and Hanh Le as Class Representatives and finds that for settlement purposes, the
21 Class Representatives have and will continue to fairly and adequately protect the interests of
22 the Class Members.

23 f. The Court has previously appointed Rekhi & Wolk, P.S. as Class Counsel and
24 finds that for settlement purposes, Class Counsel have and will fairly and adequately protect the
25 interests of the Class Members.
26

1 g. The Court finds that the amount offered in settlement appears reasonable and
2 adequate in light of the costs, delays, and risks inherent in continued litigation, and
3 preliminarily approves the Settlement Agreement as fundamentally fair, adequate, and
4 reasonable.

5 h. The Court appoints JND Legal Administration as the Settlement Administrator,
6 who shall fulfill the functions, duties, and responsibilities of the Settlement Administrator as set
7 forth in the Settlement Agreement and this Order.

8 i. The Court approves the proposed forms of notice and notice plan for giving
9 direct notice to the Class Members by U.S. Mail as set forth in Paragraphs 3.B, 3.C, and 3.D to
10 the Settlement Agreement. The notice will be substantially similar to the Proposed Notice
11 attached as Exhibit A to the Settlement Agreement. The notice plan, in form, method, and
12 content, fully complies with the requirements of CR 23 and due process, constitutes the best
13 notice practicable under the circumstances, and is due and sufficient notice to all persons
14 entitled thereto. The Court finds that the notice plan is reasonably calculated under all
15 circumstances to reasonably apprise the Class Members of the pendency of this Action, the
16 terms of the Settlement Agreement, and the right to object to the settlement.

17 j. Pursuant to the Settlement Agreement, the Settlement Administrator shall
18 provide individual notice via U.S. Mail to the most recent mailing address as reflected in
19 Defendant's records no later than twenty-one (21) calendar days after entry of this Order.

20 k. Any Class Member who desires to object to the fairness of this Settlement must
21 submit a signed written objection, along with any supporting documentation that he or she
22 wishes the Court to consider, to the Settlement Administrator and King County Superior Court
23 Clerk. The objection must state the reasons why the Class Member objects, whether the Class
24 Member intends to appear at the Final Approval Hearing, and how long the Class Member
25 wishes to speak. The objection must be received no later than thirty (30) calendar days from the
26 date notice is mailed to the Settlement Class. Any attorney hired by a Class Member at that

1 Class Member's expense for the purpose of making objections must also file with the Clerk of
2 the Court and serve on counsel for the Parties a notice of appearance by the objection deadline.
3 The Settlement Administrator will submit copies of any such objection to counsel for the
4 Parties within seven (7) days of the deadline for receiving the objections. The Parties shall
5 submit any responses to objections at least six (6) court days prior to the Final Approval
6 Hearing. Class Members who fail to present objections to the proposed Settlement Agreement
7 in the manner provided above shall be deemed to have waived any such objections and shall be
8 forever foreclosed from making any objections (by appeal or otherwise) to the proposed
9 settlement.

10 1. A hearing will be held before this Court to finally determine whether the
11 settlement is fair, reasonable, and adequate, and should be approved by this Court and whether
12 the Court will enter a Final Approval Order and Final Judgment; to consider the application for
13 service awards to the Class Representatives; to consider the application for attorneys' fees and
14 expenses of Class Counsel; to consider the application for the payment for Settlement
15 Administration fees and costs; to consider the distribution of the Settlement Fund pursuant to
16 the Settlement Agreement; and to rule on any other matters that the Court may deem
17 appropriate.

18 m. The Final Approval Hearing is scheduled for _____(at least 75 days
19 after this Order).

20 n. Class Members do not need to appear at the Final Approval Hearing or take any
21 other action to indicate their approval and participate in this settlement. Any Class Member
22 who objects to the settlement must comply with Paragraph (k) above to appear at the Final
23 Approval Hearing.

24 o. This Order and the settlement are not admissions or concessions by Defendant
25 of any liability or wrongdoing. This Order is not a determination of liability or wrongdoing.
26

1 This Order also does not constitute any opinion or position of this Court as to the merits of the
2 claims and defenses related to this Action.

3 p. This Action is stayed until further ordered by this Court, except such actions and
4 proceedings that may be necessary to implement the settlement and this Order.

5 q. Pending final determination of whether the settlement should be approved,
6 Plaintiffs, all Class Members and any person or entity allegedly acting on behalf of Class
7 Members, either directly, representatively or in any other capacity, are preliminarily enjoined
8 from commencing or prosecuting against the Released Parties any action or proceeding in any
9 court or other forum asserting any of the Released Claims, provided, however, that this
10 injunction shall not apply to individual claims of any Class Members who timely excluded
11 themselves in a manner that complied with the Court's prior order certifying the class. This
12 injunction is necessary to protect and effectuate the settlement, this Order, and the Court's
13 flexibility and authority to effectuate this settlement and to enter judgment when appropriate,
14 and is ordered in aid of the Court's jurisdiction and to protect its judgments.

15 r. If Final Approval does not occur, the parties shall be returned to the status quo
16 ex ante, for all litigation purposes, as if no settlement had been negotiated or entered into; and
17 thus, this Order and all other findings or stipulations regarding the settlement shall be
18 automatically void, vacated, and treated as if never filed.

19 s. Counsel for the parties are hereby authorized to utilize all reasonable procedures
20 in connection with the administration of the settlement which are not materially inconsistent
21 with either this Order or the terms of the Settlement Agreement.

22 t. This Court retains jurisdiction to consider all further matters arising out of or
23 connected with the settlement. The Court reserves the right to adjourn or continue the date of
24 the Final Approval Hearing without further notice to Class Members, and retains jurisdiction to
25 consider all further applications arising out of or connected with the settlement. The Court may
26 approve or modify the settlement without further notice to Class Members.

1 u. The following timeline will govern proceedings through the Final Approval
2 Hearing:

DEADLINE	EVENT
21 days after entry of this Order	Deadline to mail notice to Class Members
Within 30 days of the date that Settlement Notices are mailed	Deadline for Class Members to object to settlement
Within 7 days after the deadline for objection	Deadline for Settlement Administrator to provide a declaration of due diligence, proof of mailing, and records of any objections
At least 6 court days before the Final Approval Hearing	Deadline for Parties to file joint motion for final approval of the Settlement Agreement and responses to any objections, and for Class Counsel to file an application for an award of attorneys' fees, costs, and expenses and for approval of the Class Representative Service Awards
At the Court's convenience but no earlier than 75 days after this Order	Final Approval Hearing

17 DATED this _____ day of _____, 2019.

21 _____
JUDGE/COURT COMMISSIONER

1 Presented by:

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

LITTLER MENDELSON, P.C.

3 By: /s/ Hardeep S. Rekhi

By: /s/ Breanne S. Martell (per authorization)

4 Hardeep S. Rekhi, WSBA No. 34579

Breanne S. Martell, WSBA No. 39632

5 Gregory A. Wolk, WSBA No. 28946

Birgitte Gingold, WSBA No. 50630

6 529 Warren Ave N., Suite 201

600 University Street Suite 3200

7 Seattle, WA 98109

Seattle, WA 98101

8 Telephone: (206) 388-5887

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9 Fax: (206) 577-3924

Fax: (206) 447-6965

10 E-Mail: hardeep@rekhiwolk.com

E-Mail: bsmartell@littler.com

11 greg@rekhiwolk.com

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12 *Attorneys for Plaintiff*

Attorneys for Defendant