

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 A 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.

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 l. 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 Friday, April 19, 2019
19 after this Order). at 9:00 a.m. (at least 75 days

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:

3 DEADLINE	4 EVENT
5 21 days after entry of this Order	Deadline to mail notice to Class Members
6 Within 30 days of the date that Settlement Notices are mailed	Deadline for Class Members to object to settlement
7 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
8 9 10 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
11 12 13 14 15 At the Court's convenience but no earlier than 75 days after this Order 4/19/19	Final Approval Hearing

MF

17 DATED this 17th day of January, 2019.

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21 JUDGE/COURT COMMISSIONER
22 MARSHALL FERGUSON

1 Presented by:

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

LITTLER MENDELSON, P.C.

3
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