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THE HONORABLE PATRICK OISHI  
Department 24  
Noted for Consideration: May 21, 2019  
Without Oral Argument

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

REBECCA TATARSKY, WINONA WRIGHT, and  
ANTONY FARNESE, individually and on behalf of  
all others similarly situated,


Plaintiffs,

v.


BLUE RIBBON COOKING, LLC, a Washington LLC  
and VANESSA SMITH, individually and/or the  
marital community composed of VANESSA  
SMITH and JOHN DOE SMITH,

Defendants.

NO. 17-2-27465-8 SEA

  
**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Plaintiffs have applied for an order preliminarily approving the settlement of this class  
action as described in the Settlement Agreement attached as Exhibit A to the Declaration of  
Greg Wolk in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.  
The Court has read and considered the Settlement Agreement, the proposed Notice of  
Settlement, and the briefing and declarations submitted in support of preliminary approval of  
the settlement and is fully advised.

  
**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT – 1**  
CASE NO. 17-2-27465-8 SEA

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IT IS ORDERED:

1. Unless otherwise provided, all capitalized terms in this Order shall have the same meaning as set forth in the Settlement Agreement.
2. The settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies and does not improperly grant preferential treatment to any class members, and falls within the range of possible judicial approval. See William B. Rubenstein, *Newberg on Class Actions* § 13:10 (5th ed. 2016).
3. The numerosity requirement is satisfied because Plaintiffs estimate that the Settlement Class consists of 62 individuals. See CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821, 64 P.3d 49 (2003).
4. The commonality requirement is satisfied because there are overarching questions of law and fact common to the class, including whether Blue Ribbon Cooking, LLC and Vanessa Smith (collectively, Blue Ribbon), failed to provide Proposed Class Members with the rest and meal breaks to which they are entitled under Washington law, whether Blue Ribbon failed to ensure that Proposed Class Members took the rest and meal breaks to which they were entitled, whether Blue Ribbon failed to pay hourly employees for all hours worked, and whether Blue Ribbon's conduct was willful. See CR 23(a)(2); *Smith v. Behr Process Corp.*, 113 Wn. App. 306, 320, 54 P.3d 665 (2002).
5. The typicality requirement is satisfied because Plaintiffs' claims arise from the same course of conduct that gives rise to the claims of other Proposed Class Members and are based on the same legal theories, namely the allegations that Blue Ribbon failed to provide statutorily required rest and meal breaks and ensure those breaks were taken, and that Blue Ribbon failed to pay employees for all hours worked. See CR 23(a)(3); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 684, 267 P.3d 383 (2011).
6. The adequacy requirement is satisfied because Plaintiffs' interests are coextensive with, and not antagonistic to, the interests of the other Proposed Class Members

1 and are represented by qualified counsel. *See* CR 23(a)(4); *Hansen v. Ticket Track, Inc.*, 213  
2 F.R.D. 412, 415 (W.D. Wash. 2003). Plaintiffs alleged they have suffered the same injuries as  
3 Proposed Class Members: not receiving statutorily required rest and meal breaks and not  
4 receiving pay for all hours they worked.

5 7. The predominance requirement is satisfied because there is a “common  
6 nucleus of operative facts” to each Proposed Class Member’s claim, and all Proposed Class  
7 Members were subject to the same conduct by Blue Ribbon. *See* CR 23(b)(3); *Chavez v. Our*  
8 *Lady of Lourdes Hosp. at Pasco*, 190 Wn.2d 507, 514, 415 P.3d 224 (2018)

9 8. The superiority requirement is satisfied because the resolution of  
10 approximately 62 claims in one action is far superior to individual lawsuits and promotes  
11 consistency and efficiency of adjudication. *See* CR 23(b)(3); *Chavez*, 190 Wn.2d at 518-23.

12 9. The Court certifies the following Settlement Class for purposes of settlement:

13 All individuals who worked as hourly-paid employees for Blue  
14 Ribbon at any time between October 20, 2014 and December 31,  
15 2017, exclusive of any person who timely opts out of the  
16 Settlement. Excluded from the class are fifty-four employees who  
17 signed declarations affirming they received all breaks while  
18 working for Blue Ribbon, except Nikole Barber, and those who  
19 signed settlement agreements releasing the claims at issue.

18 10. Plaintiffs Rebecca Tatarsky, Winona Wright, and Antony Farnese are designated  
19 and appointed as the representatives of the Settlement Class for purposes of settlement.

20 11. The Court appoints Rekhi & Wolk, P.S. and Terrell Marshall Law Group PLLC as  
21 Class Counsel.

22 12. The Court appoints JND Legal Administration as Settlement Administrator. The  
23 Court approves the Settlement Administrator to perform the functions required by the terms  
24 of the Settlement Agreement.

25 13. The Court approves, as to form and content, the Notice of Settlement to be  
26 sent to the Proposed Class Members, which is attached to the Settlement Agreement as

1 Exhibit A. The notice provides all of the information Proposed Class Members need to  
2 evaluate and respond to the settlement, including the nature of the litigation, the general  
3 terms of the proposed settlement, their rights under the settlement, an explanation of how  
4 they can object to or exclude themselves from the settlement, the identity of Class Counsel  
5 and that Class Counsel will request attorneys' fees, and the date and time of the final approval  
6 hearing. The notice also directs Proposed Class Members to a website established by Class  
7 Counsel that will provide additional information about the settlement, as well as a telephone  
8 number provided by the Settlement Administrator that Proposed Class Members can call with  
9 questions about the settlement.

10 14. The Court also approves the parties' plan for disseminating notice, which will  
11 ensure that Proposed Class Members receive "the best notice practicable under the  
12 circumstances." See CR 23(c)(2). Issuance of notice substantially in the manner set forth in  
13 Section VI(9) of the Settlement Agreement satisfies the requirements of due process and  
14 applicable law and constitutes due and sufficient notice to all members of the Settlement  
15 Class.

16 15. Within twenty-one calendar days of this order, Blue Ribbon will provide the  
17 Settlement Administrator with a class list containing the names, last known addresses, and e-  
18 mail addresses for the Proposed Class Members, including, when needed, social security  
19 numbers. The Settlement Administrator shall keep the class data strictly confidential and use  
20 it only for the purposes of administering this settlement.

21 16. Within thirty days of this order, the Settlement Administrator shall distribute  
22 notice to all Proposed Class Members as provided in the Settlement Agreement.

23 17. Any Proposed Class Member may exclude himself or herself from the  
24 settlement by submitting a written request to the Settlement Administrator no later than  
25 thirty days after distribution of notice. The written opt-out request must include the following  
26 information: (1) the Proposed Class Member's name and address; (2) an express statement

1 that the Proposed Class Member wishes to be excluded from the Class in this case; and (3) the  
2 Proposed Class Member's signature. Each Proposed Class Member who does not submit a  
3 timely, valid request for exclusion shall be bound by the releases in the Settlement  
4 Agreement.

5 18. Any Proposed Class Member may object to the settlement by submitting a  
6 written statement to the Settlement Administrator within thirty days after the distribution of  
7 notice. The statement must include (1) the objector's name, address, and telephone number;  
8 (2) the name of this case; (3) the reasons for the objection to the Settlement; and (4) the  
9 objector's signature.

10 19. Class Counsel shall file their motion for final approval of the settlement no later  
11 than fourteen days after the Notice Deadline. In their final approval motion, Class Counsel  
12 shall inform the Court of any Proposed Class Members who have opted out of the Settlement  
13 and shall respond to any objections to the Settlement.

14 20. Class Counsel shall file their motion for attorneys' fees and costs no later than  
15 fourteen days after the Notice Deadline.

16 21. A final approval hearing shall be held before this Court on AUGUST 28  
17 2019 (which is no sooner than twenty-eight days after the Notice Deadline), at 4:00  
18 a.m./p.m. in the courtroom of the Honorable Patrick Oishi at King County Superior Court, 516  
19 3rd Avenue, Room W-764, Seattle, Washington, 98104. At the hearing, the Court will hear  
20 arguments concerning whether the proposed Settlement and the terms and conditions  
21 provided for in the Settlement Agreement should be granted final approval by the Court as  
22 fair, reasonable, and adequate. The Court will also consider Class Counsel's motion for  
23 attorneys' fees and costs, for settlement administration costs, for service payments to the  
24 Class Representatives, and rule on any other matters that the Court deems appropriate.

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

4           23.     If the Court does not enter an order finally approving the Settlement, or if the  
5 Settlement does not become final for any other reason, then the action shall proceed as if the  
6 Settlement Agreement had not been executed.

7           IT IS SO ORDERED.

8           DATED this \_\_\_\_\_ day of 5/22/19, 2019.

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12 JUDGE/COURT COMMISSIONER

13 **Patrick H. Oishi**

14 Presented by:

15 TERRELL MARSHALL LAW GROUP PLLC

16 By: /s/ Toby J. Marshall, WSBA #32726

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34 *Attorneys for Plaintiffs*

35 [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION  
36 FOR PRELIMINARY APPROVAL OF CLASS ACTION  
37 SETTLEMENT – 6

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