

1 THE HONORABLE AIMÉE SUTTON

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

10 KRIS HARDIE, individually and on behalf of all
11 others similarly situated,

12 Plaintiff,

13 v.

14 BEST PARKING LOT CLEANING INC., a
15 Washington Corporation,
16 Defendant.

No. 17-2-27730-4 KNT

~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

17 WHEREAS, Plaintiff Kris Hardie has applied for an order finally approving the settlement
18 of this action as stated in the Settlement Agreement (attached as Exhibit 1 to the Declaration of
19 Hardeep S. Rekhi in Support of Plaintiff's Motion for Preliminary Approval of Class Action
20 Settlement), which sets forth the terms and conditions for a proposed class action settlement and
21 for dismissal of the action with prejudice upon the terms and conditions set forth therein;

22 WHEREAS, the Court has read and considered the Settlement Agreement, the exhibit
23 thereto, and the briefing submitted in support of final approval of the settlement and is fully
24 advised;

1 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

4 1. The Court finally approves the Settlement Agreement and the terms set forth therein—
5 including the relief afforded the Settlement Class, the service award to the Plaintiff, the attorneys’
6 fees and costs award to Class Counsel, and the Settlement Administration expenses award—as
7 being fair, reasonable and adequate. The Settlement Agreement is the result of arm’s length
8 negotiations between experienced attorneys who are familiar with class action litigation in general
9 and with the legal and factual issues of this case in particular.

10 2. The Court modifies the settlement agreement to reflect that that the class administrator will
11 receive \$9,000. The Court finds the \$500.00 increase is reasonable in light of the increase in the
12 number of class members. This will reduce the amount of the class fund to \$808,500 from
13 \$809,000 or about 00.06%.

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

20 4. No Class Members have objected to the terms of the Settlement. Class Members who
21 failed to present objections to the proposed Settlement Agreement in the manner provided in the
22 Court’s Order Granting Preliminary Approval of Settlement are hereby deemed to have waived
23 any such objections and are forever foreclosed from making any objections to the settlement or
24 appealing this Final Approval Order and Final Judgment.

1 5. In addition to any recovery that Plaintiff may receive under the Settlement, and in
2 recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment
3 of a service award to the Plaintiff, in the total amount of \$7,500. This award is to be paid pursuant
4 to the terms of the Settlement Agreement.

5 6. The Court approves the payment of attorneys' fees and costs to Class Counsel in the
6 amount of \$375,000. This payment represents less than Class Counsel's lodestar which exceeds
7 \$400,000. The Court also approves the payment of \$50,000 to reimburse Class Counsel for the
8 reasonable litigation costs they incurred which was in excess of \$50,000. The Court is cognizant
9 that no Class Member objected to this amount of fees and costs after receiving notice that Class
10 Counsel would be requesting this amount for their fees and to reimburse them for their litigation
11 costs from the Court. The attorneys' fees and costs awards shall be distributed to Class Counsel in
12 accordance with the terms of the Settlement Agreement. The Settlement Administrator will be paid
13 up to \$9,000 for their fees and costs in administering the settlement. Upon payment in accordance
14 with this Order and the Settlement Agreement, Defendant shall be discharged from any further
15 duty to pay attorneys' fees, costs, expenses, or any other amount not required by the Settlement
16 Agreement.

17 7. Upon the date on which this Order is entered (the "Final Approval Date"), the Plaintiffs
18 and all Class Members, shall have, by operation of this Final Approval Order and Final Judgment,
19 fully, finally and forever released, relinquished, compromised, settled, dismissed, and discharged
20 Best Parking Lot Cleaning Inc. and the Released Parties from all Released Claims as defined by
21 the terms of the Settlement Agreement. Upon the Final Approval Date, all Class Members shall
22 be and are hereby permanently barred and enjoined from filing, commencing, prosecuting,
23 intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or
24 administrative, regulatory, arbitration, or other proceeding, including any class action proceeding,
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1 in any jurisdiction based on any and all of the Released Claims under the terms of the Settlement
2 Agreement.

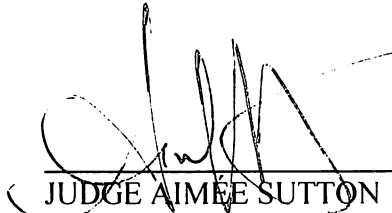
3 8. This Action, including all individual and class claims presented thereby, is hereby
4 DISMISSED on the merits WITH PREJUDICE and without fees or costs except as provided
5 herein.

6 After entry of this Final Order, this Court shall have continuing jurisdiction solely for the
7 purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration
8 matters, and (b) such post-Final Order matters as may be appropriate under Court rules.
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10 IT IS SO ORDERED.

11 DATED this 22 day of November, 2019.

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JUDGE AIMEE SUTTON

1 Presented by:

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

3 By: /s/ Hardeep S. Rekhi, WSBA No. 34579

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