

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

DUSTIN ROADS, on his own behalf and on the
behalf of all others similarly situated,

Plaintiff,

v

TRI-MED AMBULANCE, LLC, a Washington
Corporation,

Defendant.

No. 18-2-25461-2 KNT

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

WHEREAS, Plaintiff Dustin Roads has applied for an order preliminarily approving the settlement of this action as stated in the Settlement Agreement (attached as Exhibit 1 to the Declaration of Gregory A. Wolk in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement), which sets forth the terms and conditions for a proposed class action settlement and for dismissal of the action with prejudice upon the terms and conditions set forth therein;

1 WHEREAS, the Court has read and considered the Settlement Agreement, the exhibit
2 thereto, and the briefing submitted in support of preliminary approval of the settlement and is
3 fully advised;

4 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

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

13 2. The Court provisionally certifies the proposed settlement class for the following reasons.

14 3. The numerosity requirement is satisfied because the parties have identified 284
15 individuals who comprise the Class of drivers. *See* CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115
16 Wn.App. 815, 821, 64 P.3d 49 (2003).

17 4. The commonality requirement is satisfied because there are overarching questions of law
18 and fact common to the Class, including whether Defendants failed to provide or pay them for
19 the breaks to which they are entitled under Washington law, and whether Defendants' conduct
20 was willful. *See* CR 23(a)(2); *Smith v. Behr Process Corp.*, 113 Wn.App. 306, 320, 54 P.3d 665
21 (2002).

22 5. The typicality requirement is satisfied because Plaintiff's claims arise from the same
23 course of conduct that gives rise to the claims of other Class Members and are based on the same
24 legal theories, namely the allegation that Defendants violated the applicable Washington wage
25 laws and regulations, by failing to provide or pay them their breaks, and whether such conduct
26

1 was willful. *See* CR 23(a)(3); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 684, 267 P.3d 383
2 (2011).

3 6. The adequacy requirement is satisfied because Plaintiff's interests are coextensive with,
4 and not antagonistic to, the interests of the other Settlement Class Members and is represented
5 by qualified counsel. *See* CR 23(a)(4); *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D.
6 Wash. 2003). Plaintiff alleged he has suffered the same injuries as Class Members, as set forth
7 above.

8 7. The predominance requirement is satisfied because there is a "common nucleus of
9 operative facts" to each Class Member's claim, and all Class Members were subject to the same
10 conduct by Defendants. *See* CR 23(b)(3); *Behr*, 113 Wn. App. at 323.

11 8. The superiority requirement is satisfied because the resolution of approximately 284
12 claims in one action is far superior to individual lawsuits and promotes consistency and efficiency
13 of adjudication. *See* CR 23(b)(3).

14 9. Plaintiff Roads is designated and appointed as the representative of the Class for purposes
15 of settlement.

16 10. The Court certifies the following Class for purposes of settlement:

17 All individuals who worked one or more shifts as an hourly cabulance and/or
18 wheelchair van driver for Tri-Med at any time during the Settlement Class Period
19 [7/10/2015 - 2/26/2019] and who Defendant has identified to Plaintiff as a
Proposed Class Member prior to executing this Agreement.

20 11. The Court appoints as Class Counsel the law firm of Rekhi & Wolk, P.S.

21 12. The Court appoints Simpluris as Settlement Administrator. The Court approves the
22 Settlement Administrator to perform the functions required by the terms of the Settlement
23 Agreement. The Court also approves reasonable compensation and costs to the Settlement
24 Administrator in accordance with the Settlement Agreement.

25 13. A final fairness hearing ("Final Fairness Hearing") for purposes of determining whether
26 the Settlement should be finally approved, shall be held before the Court on

1 May 1, 2020, at 9:00 a.m./p.m. in the courtroom of the Honorable
2 Mafé Rajul at King County Superior Court, 401 4th Ave. N, Courtroom 4H, Kent, Washington.
3 At the hearing, the Court will hear arguments concerning whether the proposed Settlement and
4 the terms and conditions provided for in the Settlement Agreement should be granted final
5 approval by the Court as fair, reasonable and adequate. The Court will also consider Class
6 Counsel's request for attorneys' fees and costs and for a service payment to the Class
7 Representative, and rule on any other matters that the Court deems appropriate.

8 14. The Court approves, as to form and content, the Notice of Settlement to be sent to the
9 members of the Settlement Class, which is attached to the Settlement Agreement as Exhibit A.
10 In addition, the Court finds that distribution of the Notices substantially in the manner set forth
11 in Paragraph 15 of this Order and Section VI.8 of the Settlement Agreement will meet the
12 requirements of due process and applicable law, will provide the best notice practicable under
13 the circumstances, and will constitute due and sufficient notice to all individuals entitled thereto.

14 15. The procedure for distributing notice shall be as follows:

15 a. Within seven days of the date of this Order, Defendant shall produce to
16 the Settlement Administrator for each Class Members in MS Excel format: name, last known
17 address, and last known telephone number.

18 b. No later than thirty days of the date of this Order, the Settlement
19 Administrator shall issue notice to all Settlement Class Members ("Class Notice"). The date on
20 which Class Notices are sent shall be deemed the "Initial Notice Mailing Date."

21 c. Before mailing the Class Notices, the Settlement Administrator will
22 perform normal and customary address updates and verifications as necessary.

23 d. The Class Notice shall provide that Class Members may exclude
24 themselves from the Settlement by submitting a written request which must be postmarked and
25 received by the Settlement Administrator within thirty days from the Initial Notice Mailing Date.

1 e. If a Class Notice is returned as undeliverable with a forwarding address
2 provided by the United States Postal Service, the Settlement Administrator will promptly resend
3 the Class Notice to that forwarding address. If a Class Notice is returned as undeliverable and
4 without a forwarding address, the Settlement Administrator will perform one skip trace only, and
5 if it obtains a more recent address, will resend the Class Notice.

6 f. The Settlement Administrator shall also mail a Class Notice to any Class
7 Member who contacts the Settlement Administrator or one of the Parties and requests a Class
8 Notice.

9 16. No later than twenty-one (21) days from the deadline for Settlement Class Members to
10 submit exclusions and objections to this Settlement Agreement, or within seven (7) days
11 following resolution of a dispute as set forth in Section VI.7(c), Class Counsel shall file a motion
12 requesting that the Court grant final approval of the Settlement Agreement and enter final
13 judgment as to Defendant in the Action.

14 17. The Court reserves the right to adjourn the date of the Final Fairness Hearing without
15 further notice to the members of the Settlement Class and retains jurisdiction to consider all
16 further applications arising out of or connected with the proposed Settlement Agreement.

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

20 IT IS SO ORDERED.

21 DATED this 30th day of January, 2020.

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JUDGE MAFÉ RAJUL

1 Presented by:

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

3 By: /s/ Gregory A. Wolk, WSBA No. 28946

4 Gregory A. Wolk, WSBA No. 28946

5 Hardeep S. Rekhi, WSBA No. 34579

6 Daniel Cairns, WSBA No. 49950

7 529 Warren Ave N., Suite 201

8 Seattle, WA 98109

9 Telephone: (206) 388-5887

10 Fax: (206) 577-3924

11 E-Mail: hardeep@rekhiwolk.com

12 greg@rekhiwolk.com

13 *Attorneys for Plaintiff*