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

8 JAY MORGAN and DANIEL MYDLAND, on
9 their own behalf and on behalf of others similarly
10 situated,

11 Plaintiffs,

12 v.

13 SILVERSTREAK, INC., a Washington
14 Corporation; and TINA MARIE BENSON and
15 JOHN/JANE DOE BENSON and the marital
16 community thereof,

17 Defendants.

No. 19-2-08785-4 KNT

ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

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

24 WHEREAS, the Court has read and considered the Settlement Agreement, the exhibit
25 thereto, and the briefing submitted in support of preliminary approval of the settlement and is
26 fully 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 preliminarily approves the Settlement Agreement and the terms set forth
5 therein—including the relief afforded the Settlement Class, the service award to the Plaintiff, the
6 attorneys’ fees and costs award to Class Counsel, and the Settlement Administration expenses
7 award—as being fair, reasonable and adequate. The Settlement Agreement is the result of arm’s
8 length negotiations between experienced attorneys who are familiar with class action litigation
9 in general and with the legal and factual issues of this case in particular.

10 2. The Court appoints Simpluris as Settlement Administrator. The Court approves the
11 Settlement Administrator to perform the functions required by the terms of the Settlement
12 Agreement. The Court also approves reasonable compensation and costs to the Settlement
13 Administrator in accordance with the Settlement Agreement.

14 3. A final fairness hearing (“Final Fairness Hearing”) for purposes of determining whether
15 the Settlement should be finally approved, shall be held before the Court on August 26, 2022, at
16 8:30 a.m. in the courtroom of the Honorable Adrienne McCoy at King County Superior Court,
17 516 Third Avenue, Courtroom W-817, Seattle, Washington. At the hearing, the Court will hear
18 arguments concerning whether the proposed Settlement and the terms and conditions provided
19 for in the Settlement Agreement should be granted final approval by the Court as fair, reasonable
20 and adequate. The Court will also consider Class Counsel’s request for attorneys’ fees and costs
21 and for a service payment to the Class Representative, and rule on any other matters that the
22 Court deems appropriate.

23 4. The Court approves, as to form and content, the Notice of Settlement to be sent to the
24 members of the Settlement Class, which is attached to the Settlement Agreement as Exhibit A.
25 In addition, the Court finds that distribution of the Notices substantially in the manner set forth
26 in Paragraph 5 of this Order and Section IV.8 of the Settlement Agreement will meet the

requirements of due process and applicable law, will provide the best notice practicable under the circumstances, and will constitute due and sufficient notice to all individuals entitled thereto.

5. The procedure for distributing notice shall be as follows:

a. Within thirty (30) days of the date of this Order, Defendants shall produce to the Settlement Administrator for each Class Member in MS Excel format: name, last known address, last known telephone number, last known non-work email address (if any), and social security number.

b. No later than thirty (30) days of the date of this Order, the Settlement Administrator shall issue notice to all Settlement Class Members ("Class Notice"). The date on which Class Notices are sent shall be deemed the "Initial Mailing Date."

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

d. The Class Notice shall provide that Class Members may exclude themselves from the Settlement by submitting a written request which must be postmarked and received by the Settlement Administrator within sixty (60) days from the Initial Mailing Date.

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

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

6. No later than thirty (30) days from the deadline for Settlement Class Members to submit exclusions and objections to this Settlement Agreement, or within seven (7) days following resolution of a dispute as set forth in Section IV.7(c), Class Counsel shall file a motion requesting

1 that the Court grant final approval of the Settlement Agreement and enter final judgment as to
2 Defendants in the Action.

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

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

9 IT IS SO ORDERED.

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11 DATED this _____ day of _____, 2022.

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14 _____
15 JUDGE ADRIENNE MCCOY
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21 Presented by:

22 REKHI & WOLK, P.S.

23 By: /s/ Hardeep S. Rekhi, WSBA #34579

24 Hardeep S. Rekhi, WSBA #34579

25 Gregory A. Wolk, WSBA #28946

26 Jennifer T. Song, WSBA #39801

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King County Superior Court
Judicial Electronic Signature Page

Case Number: 19-2-08785-4
Case Title: MORGAN VS SILVERSTREAK ET ANO
Document Title: ORDER RE GRANT PRELIM APP CLASS ACTION SETTL
Signed By: Adrienne McCoy
Date: April 29, 2022



Judge: Adrienne McCoy

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 70B9B779783F2B461CF5F2DB907D6EC973E89492
Certificate effective date: 10/27/2021 8:45:19 PM
Certificate expiry date: 10/27/2026 8:45:19 PM
Certificate Issued by: C=US, E=KCSCSEFILING@KINGCOUNTY.GOV,
OU=KCDJA, O=KCDJA, CN="Adrienne McCoy:
tLEgyDst7BG/DpRxb3q3pA=="