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KING COUNTY, WASHINGTON

NOV 22 2019

SUPERIOR COURT CLERK
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THE HONORABLE KETU SHAH

Department 50

Noted for Consideration: November 21, 2019

Without Oral Argument

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

HALI MOHAMED, on her own behalf and on
the behalf of all others similarly situated,

Plaintiff,

v.

SKYHOP GLOBAL LLC; and EDGARDO
MÉNDEZ, individually and the marital
community composed of EDGARDO
MÉNDEZ and JANE DOE MÉNDEZ,

Defendants.

NO. 18-2-54565-0 KNT

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

Plaintiff has applied for an order preliminarily approving the settlement of this class action as described in the Settlement Agreement attached as Exhibit 1 to the Declaration of Greg Wolk in support of Plaintiff's Unopposed 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.

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.

ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT
CASE NO. 18-2-19565-0 KNT

Rekhi & Wolk, P.S.
529 Warren Ave N., Suite 201
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Phone: (206) 388-5887
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1 2. The settlement appears to be the product of serious, informed, non-collusive
2 negotiations, has no obvious deficiencies and does not improperly grant preferential treatment
3 to any class members, and falls within the range of possible judicial approval. *See* William B.
4 Rubenstein, *Newberg on Class Actions* § 13:10 (5th ed. 2016).

5 3. For purposes of settlement, the numerosity requirement is satisfied because the
6 parties have confirmed that the Class consists of more than 60 individuals with small individual
7 damages thereby making joinder impracticable. *See* CR 23(a)(1); *Miller v. Farmer Bros. Co.*,
8 115 Wn. App. 815, 821, 64 P.3d 49 (2003).

9 4. For purposes of settlement, the commonality requirement is satisfied because
10 there are overarching questions of law and fact common to the Class, including whether
11 SkyHop Global (“SkyHop Global” or “Defendant”) was required and failed to pay them paid
12 safe and sick time (“PSST”), was required and failed to pay them the appropriate minimum
13 wage, and whether Defendant’s conduct was willful. *See* CR 23(a)(2); *Smith v. Behr Process*
14 *Corp.*, 113 Wn. App. 306, 320, 54 P.3d 665 (2002).

15 5. For purposes of settlement, the typicality requirement is satisfied because
16 Plaintiff’s claims on behalf of the Class arise from the same course of conduct that gives rise to
17 the claims of other Class Members and are based on the same legal theories, namely the
18 allegations that Defendant willfully failed to pay the statutorily required PSST and minimum
19 wage. *See* CR 23(a)(3); *Pellino v. Brink’s Inc.*, 164 Wn. App. 668, 684, 267 P.3d 383 (2011).

20 6. For purposes of settlement, the adequacy requirement is satisfied because
21 Plaintiff’s interests are coextensive with, and not antagonistic to, the interests of the other Class
22 Members and she is represented by qualified counsel. *See* CR 23(a)(4); *Hansen v. Ticket Track,*
23 *Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003). Plaintiff alleged she has suffered the same
24 injuries as Proposed Class Members: not receiving statutorily required pay for PSST and the
25 applicable minimum wage.
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1 7. For purposes of settlement, the predominance requirement is satisfied because
2 there is a “common nucleus of operative facts” to each Class Member’s claim, and all Class
3 Members were subject to the same conduct by Defendant. *See* CR 23(b)(3); *Chavez v. Our*
4 *Lady of Lourdes Hosp. at Pasco*, 190 Wn.2d 507, 514, 415 P.3d 224 (2018)

5 8. For purposes of settlement, the superiority requirement is satisfied because the
6 resolution of more than 60 claims in one action is far superior to individual lawsuits and
7 promotes consistency and efficiency of adjudication. *See* CR 23(b)(3); *Chavez*, 190 Wn.2d at
8 518-23.

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

10 All individuals who worked as nonsupervisory employees for SkyHop Global
11 based in its SeaTac office from November 13, 2015 through April 16, 2019.

12 10. Plaintiff Hali Mohamed is designated and appointed as the representative of the
13 Settlement Class for purposes of settlement.

14 11. The Court appoints Rekhi & Wolk, P.S. as Class Counsel.

15 12. The Court appoints JND Legal Administration as Settlement Administrator. The
16 Court approves the Settlement Administrator to perform the functions required by the terms of
17 the Settlement Agreement.

18 13. The Court approves, as to form and content, the Notice of Settlement to be sent
19 to the Proposed Class Members, which is attached to the Settlement Agreement as Exhibit A.
20 The notice provides all of the information Class Members need to evaluate and respond to the
21 settlement, including the nature of the litigation, the general terms of the proposed settlement,
22 their rights under the settlement, an explanation of how they can object to or exclude
23 themselves from the settlement, the identity of Class Counsel and that Class Counsel will
24 request attorneys’ fees, and the date and time of the final approval hearing. The notice also
25 directs Class Members to a website established by Class Counsel that will provide additional
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1 information about the settlement, as well as a telephone number that Class Members can call
2 with questions about the settlement.

3 14. The Court also approves the parties' plan for disseminating notice, which will
4 ensure that Class Members receive "the best notice practicable under the circumstances." *See*
5 CR 23(c)(2). Issuance of notice substantially in the manner set forth in Section V of the
6 Settlement Agreement satisfy the requirements of due process and applicable law and
7 constitutes due and sufficient notice to all members of the Settlement Class.

8 15. Within twenty calendar days of this order, SkyHop Global will provide the
9 Settlement Administrator with a class list containing the names, last known addresses and
10 phone numbers, social security numbers, and hours worked during each Allocation Period for
11 the Class Members. The Settlement Administrator shall keep the class data strictly confidential
12 and use it only for the purposes of administering this settlement. SkyHop Global shall also
13 provide a list of the names and hours worked by each Class member for each Allocation Period
14 to Class counsel within twenty days of this order.

15 16. Within twenty-one days of receiving the above-information from SkyHop
16 Global, the Settlement Administrator shall distribute notice to all Class Members as provided in
17 the Settlement Agreement.

18 17. Any Class Member may exclude himself or herself from the settlement by
19 submitting a written request to the Settlement Administrator no later than thirty days after
20 distribution of notice. The written opt-out request must include the following information:
21 (1) the Class Member's name, address, telephone number, and social security number; (2) an
22 express statement that the Class Member wishes to be excluded from the Class in this case; and
23 (3) the Class Member's signature. Each Class Member who does not submit a timely, valid
24 request for exclusion shall be bound by the releases in the Settlement Agreement.

25 18. Any Class Member may object to the settlement by submitting a written
26 statement to the Settlement Administrator within thirty days after the distribution of notice. The
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1 statement must include (1) the objector's name, address, and telephone number; (2) the name of
2 this case; (3) the reasons for the objection to the Settlement; (4) whether the objector or
3 someone on their behalf intend to appear at the Final Approval Hearing; and (5) the objector's
4 signature.

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

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

11 21. A final approval hearing shall be held before this Court on Feb. 28, 2020,
12 2020 (which is no sooner than twenty-eight days after the Notice Deadline), at 9:00
13 a.m. in the courtroom of the Honorable Ketu Shah at King County Superior Court, 401 4th
14 Ave. N, Room 3F, Kent, Washington, 98032. At the hearing, the Court will hear arguments
15 concerning whether the proposed Settlement and the terms and conditions provided for in the
16 Settlement Agreement should be granted final approval by the Court as fair, reasonable, and
17 adequate. The Court will also consider Class Counsel's motion for attorneys' fees and costs, for
18 settlement administration costs, for service payments to the Class Representatives, and rule on
19 any other matters that the Court deems appropriate.

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

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

1 IT IS SO ORDERED.

2 DATED this 22nd day of November, 2019.

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4 Ketu Shah
5 JUDGE KETU SHAH
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