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2 Department 34  
3 Noted for Consideration: June 16, 2022  
4 Without Oral Argument  
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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
8 IN AND FOR KING COUNTY

9 MONICA JIMENEZ, on her own behalf and on  
10 the behalf of all others similarly situated,

11 Plaintiff,

12 V.

13 TTB HOLDINGS, LLC, a Washington LLC,  
14 and KI WON JEON, individually and the  
15 marital community composed of Ki Won Jeon  
16 and spouse,

16 Defendants.

No. 21-2-11619-8 KNT

**PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

17  
18 **I. INTRODUCTION**

19 Plaintiff Monica Jimenez moves the Court for preliminary approval of a class action  
20 Settlement Agreement reached with Defendants TTB Holdings, LLC, Ki Won Jeon, and JJK  
21 Holdings, LLC (“Defendants”). Plaintiff brought this case on behalf of herself and a proposed  
22 class of hourly paid employees of Defendants’ three Top to Bottom retail stores located in  
23 Tacoma and Southcenter Mall in Seattle (“Top to Bottom”). Plaintiff alleged that she and  
24 proposed class members are entitled to compensation under Washington law for all hours  
25 worked, including overtime, for mandated meal and rest breaks, and willful failure to pay such  
26 wages. Defendants deny Plaintiff’s claims in their entirety.  
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1 Subject to approval by the Court and other conditions set forth in the Settlement  
2 Agreement, the Settlement requires Defendants to pay \$150,000 for the benefit of the class, in  
3 exchange for a complete release of all claims that were or could have been alleged based on the  
4 facts in the Class Action Complaint through to April 29, 2022. Subject to Court approval, the  
5 \$150,000 Settlement Proceeds includes payments for settlement administration expenses of  
6 \$4,500, a service award to Plaintiff of up to \$2,000, attorneys' fees of up to \$45,000, and  
7 reimbursement of litigation costs of up to \$4,000.  
8

9 The Agreement satisfies the requirements for preliminary approval because it was  
10 negotiated at arm's length, has no obvious deficiencies, treats all class members equally, and is  
11 within the range of possible approval. Thus, Plaintiff respectfully requests the Court take the  
12 following initial steps in the settlement approval process: (1) grant preliminary approval of the  
13 Settlement; (2) certify the proposed settlement class for settlement purposes; (3) appoint as Class  
14 Counsel the law firm of Rekhi & Wolk, P.S.; (4) appoint Monica Jimenez as Class  
15 Representative; (5) approve the proposed notice plan and class notice forms; (6) appoint  
16 Simpluris to serve as the Settlement Administrator; and (7) schedule the final fairness hearing  
17 and related dates.  
18

## 19 II. STATEMENT OF FACTS

### 20 A. Factual and Procedural Background.

21 Defendants have collectively operated the three Top to Bottom retail clothing stores  
22 throughout the Class Period from September 1, 2018 to April 29, 2022 ("Class Period").  
23 Declaration of Gregory Wolk ("Wolk Decl.") ¶ 2. During the Class Period, Defendants paid  
24 most of their employees at the Top to Bottom stores on an hourly basis. *Id.* Plaintiff alleges  
25 Defendants denied the proposed class members wages by: (1) failing to pay employees for all  
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1 hours worked, including improper rounding of clock-in and clock-out times, and other off the  
2 clock work; (2) failing to pay all overtime compensation earned when employees worked more  
3 than forty hours a week; and (3) failing to provide mandated meal and rest breaks and ensure  
4 that they were taken. *Id.* ¶ 3. Plaintiff also alleges Defendants’ violations of Washington law  
5 were willful. *Id.* Defendants deny Plaintiff’s claims. *Id.*  
6

7 Plaintiff filed her complaint on September 1, 2021. Wolk Decl. ¶ 4. The Parties discussed  
8 possible early settlement shortly thereafter, with Defendants agreeing to provide Plaintiff with  
9 information necessary to investigate the claims and defenses and calculate potential damages to  
10 the proposed Class based on Plaintiff’s allegations. *Id.* In February 2022, after the Parties has  
11 engaged in substantial informal discovery and investigation, the Parties agreed to mediate the  
12 dispute with Margo Keller of WAMS in April 2022. *Id.* Prior to mediation, Plaintiff’s counsel  
13 completed an extensive investigation, including spending over 75 hours reviewing and analyzing  
14 the damages data, contacting and interviewing proposed class members, and reviewing other  
15 relevant documents. *Id.* Defense counsel likewise conducted their own investigation, including  
16 hiring an expert to calculate potential exposure, and contacting class members regarding the  
17 claims and defenses. *Id.*  
18

19 On April 29, 2022, the Parties engaged in a full day mediation with Margo Keller. Wolk  
20 Decl. ¶ 5. At the end of the mediation, they were able to reach an agreement as to the essential  
21 terms of the settlement. *Id.* The Parties then drafted, finalized, and executed the long-form  
22 settlement agreement in May 2022, attached to the Wolk Declaration as Exhibit 1. *Id.*, Ex. 1.  
23 (“Agreement”).  
24

25 All of the Parties’ settlement negotiations have been non-collusive and at arm’s length.  
26 Wolk Decl. ¶ 5; *see also* Agreement § IV. The Parties have reached a class action settlement in  
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1 this case that Plaintiff and her counsel believe is fair, adequate, reasonable, and in the best  
2 interests of the proposed class. Wolk Decl. ¶ 5; Agreement § IV.

3 **B. The Proposed Settlement.**

4 The full details of the Settlement are contained in the Agreement.

5 1. The Class and Settlement Class.

6 The Class is defined to include:

7 [A]ll Washington citizens who worked for Defendants at their Top to Bottom retail  
8 stores at any time from September 1, 2018 to April 29, 2022 and who were paid on  
9 an hourly basis, excluding Defendants.

10 Agreement § VI.1.e. The Settlement Class includes all Class Members, except for those who time  
11 opt out of the Settlement pursuant to the terms of the Agreement. *Id.* § VI.1.f. Defendants have  
12 already provided proposed Class Counsel with the most up-to-date contact information for the  
13 144 identified Class Members. Wolk Decl. ¶ 6.

14 2. Settlement payments.

15 The Agreement requires Defendant to pay a total \$150,000 for the benefit of the  
16 Settlement Class. *Id.* § VI.1.k. Subject to Court approval, these settlement proceeds will be used  
17 to pay settlement administration expenses, a service award to Plaintiff, attorneys' fees and costs,  
18 and awards to eligible members of the Settlement Class (the "Class Fund") as set forth in more  
19 detail below. See *id.* § VI.1.k-o.

20 a. *Settlement administration expenses.*

21 The Agreement provides that a Settlement Administrator will issue the Notice of  
22 Settlement to the Proposed Class Members by mail and email, trace undeliverable mailings,  
23 record and track responses and exclusion requests, track and respond to any inquiries made by  
24 any Class Members and mail the Settlement Awards checks. *Id.* § VI.7.a-c. Simpluris provided  
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1 the most economical cost at \$4,500 to carry out the duties of the Settlement Administrator as per  
2 the Agreement. Wolk Decl. ¶ 6. Plaintiff, therefore, proposes that the Court approve Simpluris  
3 as the Settlement Administrator. *Id.*

4  
5 b. *Plaintiff's service awards.*

6 The Settlement Agreement contemplates service awards of \$2,000 to the Named Plaintiff  
7 to compensate her for the time she devoted to this litigation and the risk she undertook in stepping  
8 forward as the representative of the Class. Agreement § VI.6.

9 c. *Attorneys' fees and litigation expenses.*

10 Class Counsel will request an award of attorneys' fees of no more than thirty percent of  
11 the Settlement Fund in the amount of \$45,000 and reimbursement of expenses not to exceed  
12 \$4,000. *Id.* § VI.1.o, VI.5.

13  
14 d. *Payments to Settlement Class Members.*

15 Assuming the Court approves the amounts set forth above, at least \$94,500 shall be  
16 considered the Class Fund to be distributed directly to Settlement Class Members. *Id.* § VI.1.k.  
17 Settlement Class Members will be paid a pro-rata share of the Class Fund based on the class  
18 member's total damages, as calculated by Plaintiff's Counsel using Defendants' timesheet data,  
19 payroll data, Defendants' expert calculations, and based on input from Plaintiff and Plaintiff's  
20 counsel's numerous interviews with Class members. *Id.* § VI.4.a-c. Forty percent of each award  
21 will be treated as wages subject to payroll taxes and the other sixty percent will be treated as non-  
22 wages. *Id.* § VI.4.d. Defendants will separately fund and make the payment of the required  
23 employer share of the payroll taxes on the wage portions of the awards. *See id.* § VI.4.e. After  
24 ninety-one (91) calendar days following the Settlement Administrator's issuance of awards to  
25 Settlement Class Members, any funds from uncashed checks will be distributed to the Legal  
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1 Foundation of Washington and the Washington Wage Claim Project. *Id.* § VI.8. No funds will  
2 revert to Defendants. *Id.*

3 3. Settlement Class Members' release.

4 In exchange for the benefits provided under the Settlement, Named Plaintiff and all  
5 Settlement Class Members who do not opt-out will release all claims against Defendants that  
6 were brought or could have been brought based on facts alleged in the Complaint during the  
7 Class Period. *Id.* § VI.2.

9 **III. STATEMENT OF ISSUES**

10 Whether the Court should: (1) grant preliminary approval of the Settlement Agreement;  
11 (2) provisionally certify the proposed Settlement Class; (3) appoint as Class Counsel the law firm  
12 of Rekhi & Wolk, P.S.; (4) appoint Monica Jimenez as Class Representative; (5) approve the  
13 proposed notice plan and class notice forms; (6) appoint Simpluris to serve as the Settlement  
14 Administrator; and (7) schedule the final fairness hearing and related dates.

16 **IV. EVIDENCE RELIED UPON**

17 Plaintiffs rely on the Declarations of Gregory Wolk in support of this motion and the  
18 attached exhibit, as well as the pleadings and records on file with the Court.

19 **V. AUTHORITY AND ARGUMENT**

20 **A. Class action settlement approval process.**

21 As a matter of “express public policy,” Washington courts strongly favor and encourage  
22 settlements. *City of Seattle v. Blume*, 134 Wn.2d 243, 258, 947 P.2d 223 (1997); *see also Pickett*  
23 *v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 190, 35 P.3d 351 (2001). This is particularly  
24 true in class actions and other complex matters where the inherent costs, delays, and risks of  
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1 continued litigation might otherwise overwhelm any potential benefit the class could hope to  
2 obtain. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

3         The Manual for Complex Litigation describes a three-step procedure for approval of class  
4 action settlements: (1) preliminary approval of the proposed settlement; (2) dissemination of  
5 notice of the settlement to all affected class members; and (3) a “fairness hearing” at which class  
6 members may be heard and evidence and argument concerning the fairness, adequacy, and  
7 reasonableness of the settlement may be presented. *Manual for Complex Litigation (Fourth)* §§  
8 21.632–21.634 (2004) (Ann. ed. 2019) (“*MCL 4th*”). This procedure safeguards class members’  
9 due process rights and enables the court to fulfill its role as the guardian of class interests. *See*  
10 William B. Rubenstein, *Newberg on Class Actions* § 13:1 (5th ed. 2019) (“*Newberg*”).

11         Plaintiff requests that the Court take the first step in the settlement approval process by  
12 granting preliminary approval of the proposed Settlement. The decision to approve or reject a  
13 proposed Settlement is committed to the Court’s sound discretion. *See Pickett*, 145 Wn.2d at 190.  
14 Because no class has been certified, “the judge should make a preliminary determination that the  
15 proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of  
16 Rule 23(b).” *MCL 4th* § 21.632.

17  
18  
19         **B. The Settlement satisfies the criteria for preliminary approval.**

20         Proposed class action settlements must be approved by the Court. CR 23(e). At the  
21 preliminary approval stage, courts “undertake *some* review of the settlement” but do not conduct  
22 the more thorough analysis required at the final approval stage. *Newberg* §13.10 (emphasis in  
23 original). The purpose of this evaluation is to determine whether the settlement is within the  
24 “range of possible approval” and, as a result, whether notice to the class of the settlement’s terms  
25 and scheduling a formal fairness hearing is worthwhile. *Id.* § 13:13. Courts typically consider  
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1 whether “the proposed settlement appears to be the product of serious, informed, non-collusive  
2 negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to  
3 class representatives or segments of the class, and falls within the range of possible [judicial]  
4 approval.” *Id.* (citation omitted). The proposed Settlement satisfies these requirements.

- 5 1. The Settlement is the product of serious, informed, and arm’s-length  
6 negotiations.

7 This Settlement is the result of arm’s-length mediated negotiations between attorneys and  
8 a mediator experienced in class action litigation and the legal and factual issues of this case. Class  
9 Counsel have extensive experience in litigating wage-and-hour class actions. Wolk Decl. ¶¶ 7-  
10 10. “When experienced and skilled class counsel support a settlement, their views are given great  
11 weight.” *Pickett*, 145 Wn.2d at 200 (citation omitted).

12  
13 The signed Agreement is the result of dedicated efforts to obtain and analyze data  
14 sufficient to evaluate the alleged claims. The Parties interviewed proposed class members and  
15 thoroughly analyzed their payroll and hours worked data before engaging in a full-day mediation  
16 that ultimately allowed them to reach a settlement agreement. Wolk Decl. ¶¶ 4-5. During this  
17 period, Defendants provided Plaintiff with a class list, payroll data, and thousands of timecards  
18 with daily punch in and out times for proposed class members during the majority of the Class  
19 Period. *Id.* ¶ 4. Plaintiffs’ counsel spent over 75 hours interviewing Plaintiffs and proposed class  
20 members and analyzing the payroll data and timesheets, and other information provided by  
21 Defendants to determine and assess the risks associated with class certification and a trial on the  
22 merits of the claims. *Id.* Based on the damages analysis and information obtained in discovery  
23 and directly from Plaintiff and proposed class members, Plaintiffs’ counsel was well prepared  
24 for mediation and to enter into the CR 2A in late-April 2022. *Id.* ¶¶ 4-5. The Parties finalized the  
25 Agreement the following month, in May 2022. *Id.*, Ex. 1  
26  
27



1           2.     The Settlement has no obvious deficiencies and does not grant preferential  
2                     treatment to any class members.

3           The Settlement treats all Settlement Class Members equally and provides relief that is  
4 proportional to the alleged damages. Each Settlement Class Member will receive a pro rata share  
5 of the Class Fund based on their employment and reported work hours and breaks during the  
6 Class Period. Agreement § VI.4.a-c. The Settlement does not exclude any Class Members, unless  
7 they exclude themselves upon receiving the notice of the Settlement, and the Settlement does not  
8 require Class Members to submit a claim form to obtain payment. *Id.* § VI.1.f., VI.7.c.

9           The Settlement Fund is non-reversionary. Agreement §VI.8.1. The Parties request that the  
10 Court approve distributions in *cy pres* to the Legal Foundation of Washington and Washington  
11 Wage Claim Project of any undistributed amounts. *Id.*

12           The Agreement contemplates a service award of \$2,000 for Plaintiff in recognition of her  
13 efforts on behalf of the Class, which included assisting counsel with the investigation, litigation,  
14 preparing the complaint, contacting proposed class members, and providing input before and  
15 during mediation. *Id.* § VI.1.m, VI.6.; Wolk Decl. ¶ 11. Service awards “are intended to  
16 compensate class representatives for work undertaken on behalf of a class” and “are fairly  
17 typical in class action cases.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th  
18 Cir. 2015) (citation omitted); *see Probst v. State of Washington Dep't of Ret. Sys.*, 150 Wn.App.  
19 1062 (2009) (affirming payment of \$7,500 to named plaintiff). Plaintiff’s support of the  
20 Agreement is not conditioned on the Court awarding an amount or any award at all.

21           Subject to Court approval, the Agreement provides for a payment to Class counsel for  
22 attorneys’ fees and costs. Agreement § VI.1.o, VI.5. Plaintiff’s counsel will seek an award of  
23 30% of the Settlement Proceeds, also referred to as the “common fund.” The “percentage of the  
24 fund” approach is appropriate here since the fees will be drawn from a common fund shared with  
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1 the class. *Bowles v. Dept. of Retirement*, 121 Wn.2d 52, 72, 847 P.2d 440 (1993). The Settlement  
2 Agreement is not contingent on the amount of attorneys' fees or costs awarded.

3         Where a prevailing plaintiff is entitled to statutory fee shifting under the relevant statute,  
4 it is appropriate to use a lodestar calculation to determine an attorney fee award. *See Morgan v.*  
5 *Kingen*, 141 Wn.App. 143, 162, 169 P.3d 487 (2007). Plaintiff's counsel are entitled to attorneys'  
6 fees and costs under RCW 49.48.030, 49.46.090, 49.52.050, and 49.52.070. Plaintiff's counsel  
7 has incurred more than \$55,000 in fees and \$3,500 in costs to date, for which they have not been  
8 compensated, and will continue to incur fees and costs through final approval. Wolk Decl. ¶ 12.  
9 Thus, Plaintiff's counsel's compensation will be limited to only a portion of the time spent  
10 prosecuting the case.  
11

12         3.         The Settlement falls within the range of possible judicial approval.

13         Subject to this Court, the Agreement provides that at least \$94,500 will be paid to the  
14 Settlement Class on a pro rata basis. Agreement § VI.1.k, VI.4.a-c. Proposed class members have  
15 affirmed that shortly after the filing of the lawsuit, Defendants took measures to ensure  
16 employees do not work off the clock and that all mandated rest breaks/meal breaks are being  
17 taken.  
18

19         Plaintiff's counsel calculates the Class was underpaid by approximately \$125,000 –  
20 including approximately \$19,000 in missed rest breaks, \$67,000 in missed meal breaks, \$23,000  
21 for interrupted breaks, and \$15,000 in off the clock and rounding violations. Wolk Decl. ¶ 13.  
22 The damage calculations are based on numerous Class Member interviews and extrapolations  
23 from Defendants' payroll and timekeeping data. *Id.* According to Plaintiff's counsel's  
24 calculations, Settlement Class Members will recover over 75% of potential unpaid wages for all  
25 claims. *Id.* As mentioned above, Defense counsel hired an expert to review the same data to  
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1 calculate Defendants' exposure. *Id.* The expert calculated Defendants' exposure to be  
2 approximately \$50,000. As such, according to those calculations, Settlement Class Members will  
3 recover nearly double their unpaid wages. *Id.*

4         These percentages reflect an excellent recovery and are greatly exceed the percentage  
5 recoveries obtained in settlements approved by other courts. *See, e.g., Rodriguez v. W. Publ'g*  
6 *Corp.*, 563 F.3d 948, 964-66 (9th Cir. 2009) (approving settlement to thirty percent of estimated  
7 damages).

8  
9         Plaintiff is confident in the strength of her case but also recognizes that continued  
10 litigation would also be expensive and time-consuming, requiring the parties to engage in  
11 continued discovery and depositions. Wolk Decl. ¶ 14. Plaintiff would then need to move for  
12 class certification and each side would likely move for summary judgment. *Id.* In addition, trial  
13 is always risky and even if Plaintiff prevailed, she would likely face an appeal. *See Nat'l Rural*  
14 *Telecommc'ns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004). The reality that  
15 Settlement Class Members could end up recovering only a fraction of their damages or losing  
16 some claims at trial was significant enough to convince Plaintiff and her counsel that the  
17 settlement reached with Defendants outweighs the gamble and expense of further litigation. Wolk  
18 Decl. ¶ 14. This Agreement eliminates all these risks and provides relief to Settlement Class  
19 Members without further delay.

20  
21  
22 **C. Preliminary certification of the Class is appropriate.**

23 Preliminary certification of the Class for settlement purposes is appropriate under CR  
24 23(a) and (b)(3).

- 25         1. The Class meets the requirements of CR 23(a).  
26  
27

1 To be certified, a class must meet the threshold requirements of CR 23(a): numerosity,  
2 commonality, typicality, and adequacy of representation.

3 A class must be “so numerous that joinder of all members is impracticable.” CR 23(a)(1).  
4 While there is no fixed rule, more than 40 members generally suffice. *Miller*, 115 Wn. App. at  
5 821–22. The numerosity requirement is satisfied because the Class consists of 144 individuals.  
6  
7 *See* CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn.App. 815, 821, 64 P.3d 49 (2003).

8 Commonality is satisfied when there is “a single issue common to all members of the  
9 class.” *Smith v. Behr Process Corp.*, 113 Wn.App. 306, 320, 54 P.3d 665 (2002). The common  
10 issues of law and fact include whether Defendants engaged in a common course of wage and  
11 hour abuses against its employees, namely systemic and willful violations of Washington’s wage  
12 and hour laws ensuring payment for all hours worked and providing and ensuring that mandatory  
13 rest and meal breaks were received. *See* CR 23(a)(2).

14  
15 The typicality requirement is satisfied because Plaintiff’s claims arise from the same  
16 course of conduct that gives rise to the claims of other Class Members and is based on the same  
17 legal theories. *See Pellino v. Brink’s Inc.*, 164 Wn.App. 668, 684, 267 P.3d 383 (2011).

18 Adequacy is also satisfied because Plaintiff’s interests are not antagonistic to the other  
19 Class Members and are represented by qualified counsel. *Hansen v. Ticket Track, Inc.*, 213  
20 F.R.D. 412, 415 (W.D. Wash. 2003).

21  
22 2. The Class satisfies the requirements of CR 23(b)(3).

23 Plaintiff also meets the requirements of CR 23(b)(3) given “that the questions of law or  
24 fact common to the members of the class predominate over any questions affecting only  
25 individual members, and that a class action is superior to other available methods for the fair and  
26 efficient adjudication of the controversy.” CR 23(b)(3); *see also Chavez v. Our Lady of Lourdes*  
27

1 *Hosp. at Pasco*, 190 Wn.2d 507, 514, 415 P.3d 224 (2018). Predominance is satisfied when “there  
2 is a ‘common nucleus of operative facts’ to each class member’s claim.” *Chavez*, 190 Wn.2d at  
3 516. “The relevant inquiry is whether the issue shared by class members is the dominant, central,  
4 or overriding issue in the litigation.” *Id.* This requirement is satisfied because all Settlement Class  
5 Members were subject to the same alleged conduct by Defendants, namely, Defendants’ alleged  
6 failure to properly pay for missed and interrupted meal and rest breaks and failure to pay for all  
7 hours worked.

9 Resolution of 144 claims in one action is far superior to individual lawsuits and promotes  
10 consistency and efficiency of adjudication. *See* CR 23(b)(3); *Chavez*, 190 Wn.2d at 518-23. This  
11 is especially true given the value of each Class Members’ claim because one “primary function  
12 of the class action is to provide a procedure for vindicating claims that, taken individually, are  
13 too small to justify individual legal action but which are of significant size and importance if  
14 taken as a group.” *Chavez*, 190 Wn.2d at 514 (citation and marks omitted).

16 **D. The proposed notice program should be approved.**

17 When a class action is settled, “notice of the proposed dismissal or compromise shall be  
18 given to all members of the class in such manner as the court directs.” CR 23(e). To protect  
19 absent members’ rights, class members should receive the best notice practicable regarding the  
20 settlement. *See* CR 23(c)(2). The best practicable notice is that which is “reasonably calculated,  
21 under all the circumstances, to apprise interested parties of the pendency of the action and afford  
22 them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*,  
23 339 U.S. 306, 314 (1950).

25 Defendants will provide the Settlement Administrator with the name, last known address,  
26 last known telephone number and/or email address (if any), and social security number of each  
27

1 Class Member. Agreement § VI.7.b. Upon receipt of this information, the Settlement  
2 Administrator will mail the long-form notice in the form of Exhibit A to all those Settlement  
3 Class Members. *Id.* § VI.7.a. If any notice is returned undeliverable without a forwarding address,  
4 the Settlement Administrator will make one attempt to determine a current mailing address and  
5 will promptly re-mail the notice to any new address discovered. *Id.* § VI.8.e. Class Counsel will  
6 also establish a website to provide Class Members with additional information about the  
7 Agreement. *See* Agreement § VI.10.j. This approach will ensure direct notice reaches as many  
8 Class Members as possible. Class Members may opt-out of the Settlement by making a written  
9 request by Notice Deadline, which will be at least 45 days after the notice mailing date. *Id.* §  
10 VI.8.c.(3); Ex. A, §12.  
11

12           The language of the proposed notice is straightforward and easily understood. The  
13 proposed notice provides: (1) the nature of this litigation; (2) the general terms of the Settlement;  
14 (3) a statement of Settlement Class Members’ rights under the Settlement; (4) an explanation of  
15 how Settlement Class Members can object to or exclude themselves from the Settlement; (5) the  
16 identity of Class Counsel and the amount of fees to be paid to counsel; (6) the settlement website  
17 they can visit for additional information; and (7) telephone numbers Settlement Class Members  
18 can call with questions regarding the settlement. *See id*, Ex. A. The notice will also provide the  
19 date and time of the final approval hearing, at which the Court will decide whether to approve  
20 the requested awards. *Id.*; *see also Newberg* § 8:17.  
21  
22

23 **E.     The scheduling a final fairness hearing is appropriate.**

24           The last step in the settlement approval process is a final fairness hearing at which the  
25 Court will make its final evaluation. Plaintiff respectfully requests that the Court set a final  
26 approval hearing on or after Friday, September 30, 2022.  
27

1 **VI. CONCLUSION**

2 Because the Agreement was negotiated at arm’s length, has no obvious deficiencies,  
3 treats all class members equally, and is within the range of possible approval, Plaintiff  
4 respectfully requests that the Court grant her motion.

5 **VII. LCR CERTIFICATION**

6 I certify that this memorandum contains not more than 4,200 words, in compliance with  
7 the Local Civil Rules.  
8

9  
10  
11  
12  
13 RESPECTFULLY SUBMITTED AND DATED this 3rd day of June, 2022.

14 REKHI & WOLK, P.S.

15 By: /s/ Gregory A. Wolk, WSBA #28946  
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