

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

JULIO RODRIGUEZ and TAYLOR
MANDEEN, individually and on behalf of all
those similarly situated,

Plaintiffs,

v.

AVVO, INC., a Washington Corporation,

Defendant.

Case No. 22-2-13159-4 SEA

**ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

**CLERK'S ACTION REQUIRED
(para. 13)**

Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement (the "Motion") has come before this Court. See dkt. 10, 14. The Court held a hearing on August 24, 2023, and now rules as follows:

1. Counsel have advised the Court that the parties have agreed, subject to final approval by this Court following notice to the Settlement Class and a further hearing, to settle this action (the "Settlement") upon the terms and conditions set forth in the Settlement Agreement that has been filed with the Court (the "Settlement Agreement"). A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Gregory Wolk filed in support of the Motion. See dkt. 11.

2. The Court has reviewed the Settlement Agreement, the Motion, and the Declaration of Mr. Wolk in support of the Motion, and is familiar with the files, records, and proceedings to

ORDER GRANTING
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CLASS ACTION SETTLEMENT - 1

Judge Matthew J. Segal
King County Superior Court
401 4th Ave. N.
Kent, WA 98032

1 date in this matter. This Order incorporates by reference the definitions in the Settlement
2 Agreement.

3 3. It appears to the Court that, based upon preliminary examination, the Settlement
4 appears to be fair, reasonable, and adequate and that a final hearing should be held after notice to
5 the Settlement Class to determine whether the Settlement is fair, reasonable and adequate, whether
6 a final settlement approval order and judgment should be entered in this Action, based upon the
7 Settlement Agreement, and whether the application for Settlement Class Counsel attorneys' fees
8 and costs and the Settlement Class Representative Award should be approved.

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion is
10 GRANTED as follows:

11 4. Preliminary Approval of Proposed Settlement. The Settlement, as memorialized in
12 the Settlement Agreement is preliminarily approved as fair, reasonable, and adequate. The Court
13 finds that (a) the Settlement resulted from extensive arm's length negotiations and only after
14 significant investigation and exchange of information in the case; (b) the amount offered in
15 settlement appears reasonable and adequate in light of the costs, delays, and risks inherent in
16 continued litigation; and (c) the Settlement is sufficient to warrant notice thereof to the Settlement
17 Class Members and a full hearing on the Settlement.

18 5. Certification of Settlement Class. For settlement purposes only, the following
19 Settlement Class is certified pursuant to CR 23, pending final approval of the Settlement: all
20 individuals formerly employed by Defendant in Washington state who were paid pursuant to a
21 commission and bonus plan with the "25% After 4 Months" Term and who separated from
22 employment with Defendant during the Settlement Class Period and who were previously
23 identified as such by Defendant to Settlement Class Counsel. The Court finds that the prerequisites
24 of CR 23(a) and (b)(3) have been satisfied for settlement purposes only. Specifically, the Court
25 finds as follows:
26

1 a. The Settlement Class is sufficiently numerous that joinder of all members is
2 impracticable.

3 b. There are questions of law and fact common to the Settlement Class for purposes
4 of settlement.

5 c. For settlement purposes the claims of Plaintiffs Julio Rodriguez and Taylor
6 Mandeem are typical of the claims of the Settlement Class, and Plaintiffs and Settlement Class
7 Counsel will fairly and adequately protect the interests of the Settlement Class.

8 d. Certification of the Settlement Class under CR 23(b)(3) is appropriate for purposes
9 of settlement because questions of law and fact common to the Settlement Class Members
10 predominate over questions affecting individual members, and a class action is superior to other
11 available means for the fair and efficient resolution of this controversy.

12 6. Appointments. Rekhi & Wolk, P.S. is appointed as Settlement Class Counsel.
13 Plaintiffs Julio Rodriguez and Taylor Mandeem are appointed as the Settlement Class
14 Representatives. ILYM Group, Inc. is appointed as the Settlement Administrator.

15 7. Settlement Hearing. A Final Approval Hearing shall be held before this Court on
16 ____December 4____, 2023 at __9:00__ _a.m., to determine whether the Settlement is fair,
17 reasonable, and adequate and should be approved, and whether the application for Settlement Class
18 Counsel's attorneys' fees and costs (the "Attorneys' Fee Award"), and the Settlement Class
19 Representative Award should be approved. Papers in support of final approval of the Settlement,
20 including any response to Settlement Class Member objections and request for the Attorneys' Fee
21 Award and Settlement Class Representative Award, shall be filed with the Court on the schedule
22 for dispositive motions under CR 56 and the Court's local rules. The Final Approval Hearing may
23 be postponed, adjourned, or continued by order of the Court without further notice to the
24 Settlement Class. After the Final Approval Hearing, the Court may enter a Final Approval Order
25 in accordance with the Settlement Agreement that will adjudicate the rights of the Settlement Class
26 Members.

1 8. Notice. Within fourteen (14) days of the date of this Order, Defendant shall provide
2 the Settlement Class Data to the Settlement Administrator and Settlement Class Counsel as per the
3 terms of the Settlement Agreement. Within thirty (30) days of the date of this Order, the Settlement
4 Administrator shall cause the Settlement Class Notice, in substantially the form appended as
5 Exhibit A to the Settlement Agreement, to be mailed by United States first class mail to the last
6 known valid addresses of the Settlement Class Members. The Settlement Administrator will
7 update the addresses using the National Change of Address database, conduct a standard skip trace
8 to locate missing Settlement Class Members, and re-mail the Settlement Class Notice to the correct
9 or updated address. Settlement Class Counsel will create and maintain a website that includes the
10 Settlement Class Notice during the Notice period.

11 9. Findings Concerning Notice. The Court finds that the Settlement Class Notice and
12 the manner of its dissemination constitute the best practicable notice under the circumstances and
13 are reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the
14 proposed Settlement of this Action and their rights with respect thereto. The Court further finds
15 that the Notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons
16 entitled to receive notice, and that it meets the requirements of due process.

17 10. Requests for Exclusion. All requests for exclusion from the Settlement Class must
18 be submitted as directed in the Settlement Agreement and Settlement Class Notice no later than
19 30 days following the mailing of the Settlement Class Notice. Any Settlement Class Member who
20 fails to submit a request for exclusion by that time shall be deemed a Participating Settlement Class
21 Member and will be bound by any final judgment and the release as set forth in the Settlement
22 Agreement.

23 11. Objections and Appearances. Any Settlement Class Member may object to the
24 Settlement by submitting their written objection as directed in the Settlement Agreement and
25 Settlement Class Notice no later than 30 days following the mailing of the Settlement Class Notice.
26 Any Settlement Class Member who timely submits a written objection may also appear at the Final

1 Approval Hearing as directed in the Settlement Agreement and Settlement Class Notice. Unless
2 otherwise ordered by the Court, any Settlement Class Member who does not make their objection
3 in the manner provided for herein shall be deemed to have waived such objection and shall forever
4 be foreclosed from making any objection (by appeal or otherwise) to the proposed Settlement.

5 12. No Admission. This Order and the Settlement are not admissions or concessions
6 by Defendant or the Released Parties of any liability or wrongdoing. This Order is not a
7 determination of liability and does not constitute any opinion of this Court as to the merits of the
8 claims and defenses in this Action.

9 13. Stay of Proceedings. All discovery and other proceedings in this action are hereby
10 stayed and suspended until further order of the Court, except such actions as may be necessary to
11 implement the Settlement and this Order. All case deadlines are hereby vacated. Pending final
12 determination of whether the Settlement should be approved, Plaintiffs, all Settlement Class
13 Members and any person or entity allegedly acting on behalf of Settlement Class Members, either
14 directly, representatively or in any other capacity, are preliminarily enjoined from commencing or
15 prosecuting against the Released Parties any action or proceeding in any court or other forum
16 asserting any of the Released Claims. This injunction is necessary to protect and effectuate the
17 Settlement, this Order, and the Court's flexibility and authority to effectuate this Settlement and
18 to enter judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect
19 its judgments.

20 14. Modification and Termination. Counsel for the Parties are hereby authorized to
21 utilize all reasonable and mutually agreed procedures in connection with the administration of the
22 Settlement that are not materially inconsistent with either this Order or the terms of the Settlement
23 Agreement. If Final Approval does not occur, the Parties shall be returned to the status quo ex
24 ante, for all litigation purposes, as if no Settlement had been negotiated or entered into; and thus,
25 this Order and all other findings or stipulations regarding the Settlement shall be automatically
26 void, vacated, and treated as if never filed.

15. Jurisdiction. This Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement.

SO ORDERED: August 24, 2023

M. A. Regus

The Honorable Matthew J. Segal

1 Presented By:

2 REKHI & WOLK, P.S.

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

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