

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

**FINAL ORDER AND JUDGMENT
APPROVING CLASS ACTION
SETTLEMENT**

The proposed Settlement in this Action was preliminarily approved by this Court on August 24, 2023. The Court, after notice to the Settlement Class, held a hearing on December 4, 2023, for purposes of determining the following:

1. Whether the proposed Settlement of the claims asserted by Plaintiffs on behalf of the Settlement Class in the above-captioned lawsuit (the "Action"), on the terms set forth in the Parties' Settlement Agreement ("Settlement Agreement"), and the exhibits thereto, is fair, reasonable, and adequate and should be finally approved by the Court;

2. Whether, pursuant to the terms of the proposed Settlement, a judgment should be entered dismissing with prejudice as to Avvo, Inc. and Released Parties, from all Released Claims; and

3. If the Settlement is approved, whether the attorneys' fees and costs to Settlement Class Counsel and Settlement Class Representative Award to Plaintiffs, Julio Rodriguez and

1 Taylor Mandeen, should be approved.

2 Plaintiffs' and Settlement Class Counsel, and counsel for defendant, appeared at the
3 hearing. No other parties appeared. The motion for final approval was not opposed. The Court,
4 having heard all persons properly appearing and requesting to be heard; having considered the
5 papers submitted in support of the proposed Settlement and the oral presentations of counsel;
6 having considered all applicable law; and having considered that there were no objections made
7 to the proposed Settlement; finds that the Settlement should be approved and that there is no just
8 reason for delay of the entry of this Final Order and Judgment Approving Class Action Settlement.
9 This Final Order and Judgment adopts and incorporates the Settlement Agreement, the terms
10 defined therein, and all exhibits thereto.

11 IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Plaintiffs' Motion
12 for Final Approval of Class Settlement is GRANTED as follows:

13 1. The Court finds that it has personal jurisdiction over all members of the Settlement
14 Class and that it has subject matter jurisdiction over all claims being settled and to approve the
15 Settlement Agreement and all exhibits thereto.

16 2. The Court gives Final Approval to the Settlement as fair, reasonable, and adequate
17 as to each of the Parties, and consistent and in compliance with all requirements of Washington
18 and federal law, as to, and in the best interest of, each of the Parties and the members of the
19 Settlement Class, and directs the Parties and their counsel to implement and consummate the
20 Settlement Agreement in accordance with its terms and provisions. The relief with respect to the
21 Settlement Class is appropriate, as to the individual members of the Settlement Class, and as a
22 whole.

23 3. The Court finds that the notice program implemented pursuant to the Settlement
24 Agreement (i) constituted the best practicable notice; (ii) was reasonably calculated, under the
25 circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to
26 object or exclude themselves from the proposed Settlement, and to appear at the Final Approval

1 Hearing, and their right to seek monetary and other relief; (iii) was reasonable and constituted due,
2 adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
3 requirements of due process and any other applicable requirements under Washington and federal
4 law.

5 4. The Settlement Agreement is binding on all Settlement Class Members, as none of
6 these individuals opted out. The Settlement Class is defined as: all individuals formerly employed
7 by Defendant in Washington state who were paid pursuant to a commission and bonus plan with
8 the "25% After 4 Months" Term and who separated from employment with Defendant during the
9 Settlement Class Period and who were previously identified as such by Defendant to Settlement
10 Class Counsel.

11 5. The Court finds that Plaintiffs' and Settlement Class Counsel adequately
12 represented the Settlement Class for the purpose of entering into and implementing the Settlement.

13 6. The Court has considered that no objections were filed as to the Settlement.

14 7. The Court adjudges that Plaintiffs and the Participating Settlement Class have fully,
15 finally, and conclusively compromised, settled, discharged, dismissed, and released any and all
16 Released Claims against Defendant and the Released Parties, as further provided in Paragraph 2
17 of the Settlement Agreement. All Participating Settlement Class Members are conclusively
18 deemed to have released all settled claims as described in the Settlement Agreement.

19 8. The Court bars and enjoins all members of the Settlement Class who have not been
20 excluded from the Settlement Class from: (i) filing, commencing, prosecuting, intervening in, or
21 participating as plaintiff, claimant, or class member in any other lawsuit or administrative,
22 regulatory, arbitration, or other proceeding in any jurisdiction based on or arising out of the claims
23 or causes of action released as defined in the Settlement Agreement; (ii) filing, commencing, or
24 prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class
25 action on behalf of any members of the Settlement Class who have not timely excluded themselves
26 (including by seeking to amend a pending complaint to include class allegations or seeking class

1 certification in a pending action), based on or arising out of the claims or causes of action released
2 as defined in the Settlement Agreement; and/or (iii) attempting to effect an opt-out of a class of
3 individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on
4 or arising out of the claims or causes of action released as defined in the Settlement Agreement.

5 9. Neither this Final Order and Judgment nor any aspect of this Settlement is to be
6 offered as evidence of, or construed or deemed as an admission of, liability, culpability,
7 negligence, or wrongdoing on the part of Defendant or the Released Parties. Without limiting the
8 generality of the foregoing, nothing about this Final Order and Judgment or the Settlement shall
9 be offered or construed as an admission or evidence of the propriety or feasibility of certifying a
10 class in this lawsuit or any other action for adversarial, rather than settlement, purposes.

11 10. The Court approves the payment of attorneys' fees in the amount of \$26,250 and
12 reimbursement of litigation costs in the amount of \$447.99. The attorneys' fees and litigation costs
13 shall be paid in accordance with the terms of the Settlement Agreement, and, upon payment as
14 ordered by the Court, Defendant shall be discharged from any further duty to pay attorneys' fees,
15 costs, expenses, or any other amount not required by the Settlement Agreement.

16 11. The Court further approves payment to the Settlement Class Representatives,
17 Plaintiffs Julio Rodriguez and Taylor Mandeem in the amount of \$1,500 each, in addition to their
18 proportional share of the Qualified Settlement Fund created by the Settlement and to be paid out
19 of the Qualified Settlement Fund created by the Settlement, in recognition of their services on
20 behalf of the Settlement Class in this Action.

21 12. The Court approves payment to the Settlement Administrator in the amount of
22 \$3,500.

23 13. The Parties are hereby authorized, without further approval from the Court, to agree
24 to and adopt such amendments, modifications, and expansions of the Settlement Agreement and
25 all exhibits thereto as (i) are consistent in all material respects with this Final Order and Judgment,
26 and (ii) do not limit the rights of the Settlement Class Members.

1 14. Without affecting the finality of the Final Order and Judgment for purposes of
2 appeal, the Court reserves jurisdiction over the Parties as to all matters relating to the
3 administration, consummation, enforcement, and interpretation of the terms of the Settlement
4 Agreement and the Final Order and Judgment, and for any other necessary purposes.

5 15. This Action, including all individual and class claims presented thereby, is hereby
6 DISMISSED on the merits WITH PREJUDICE and without fees or costs except as provided
7 herein.

8 Dated: December 4, 2023



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10 Honorable Matthew J. Segal
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