

1 THE HONORABLE ANGELICA WILLIAMS  
Noted for Hearing: Friday, April 4, 2025

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

8  
9 TONYA MILLER, on her own behalf and on the  
behalf of all others similarly situated,

No: 23-2-11217-8

10 Plaintiff,

11 v.

12 CASCADIA SENIOR LIVING, LLC, a  
13 Washington Corporation,

14 Defendant.

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

15 **I. INTRODUCTION**

16 Plaintiff Tonya Miller moves the Court for preliminary approval of a class action  
17 Settlement Agreement reached with Defendant Cascadia Senior Living, LLC (“Defendant”).  
18 Plaintiff alleges that Plaintiff and a proposed class of caregivers employed by Defendant are  
19 entitled to compensation under Washington wage and hour laws.

20 Subject to approval by the Court and other conditions set forth in the Settlement  
21 Agreement, the settlement reached by the Parties through the negotiation process described in  
22 Paragraph IV of the Agreement (the “Settlement”) requires Defendant to pay \$1,000,000 for the  
23 benefit of the class, in exchange for a complete release of all claims based on the facts alleged in  
24 the Class Action Complaint during the Settlement Class Period, defined as the period from  
25 November 15, 2020, until October 24, 2024. Subject to Court approval, the \$1,000,000 Gross  
26 Settlement Amount includes payments for settlement administration expenses of up to \$20,000, a  
27 service award to the Plaintiff of up to \$7,500, attorneys’ fees and reimbursement of litigation costs

1 of up to one third of the settlement amount (\$333,333.33).

2 The Settlement satisfies the requirements for preliminary approval because it was  
3 negotiated at arm's length, has no obvious deficiencies, treats all class members equally, and is  
4 within the range of possible approval. Thus, Plaintiff respectfully requests the Court take the  
5 following initial steps in the settlement approval process: (1) grant preliminary certification of the  
6 class; (2) grant preliminary approval of the Settlement; (3) approve the proposed notice plan and  
7 class notice forms; (4) appoint Simpluris to serve as the Settlement Administrator; and (5) schedule  
8 the final fairness hearing and related dates.

## 9 II. STATEMENT OF FACTS

### 10 A. Factual and Procedural Background.

11 Defendant Cascadia Senior Living, LLC, headquartered in Yakima, Washington, manages  
12 senior care facilities located across Washington State. *See* Amended Complaint.

13 Plaintiff filed her complaint against Defendant on November 15, 2023, amending her  
14 complaint on December 21, 2023. The Parties have engaged in substantial and contentious  
15 litigation over the course of nearly one and one-half years. Plaintiff's counsel completed extensive  
16 investigation and discovery, including reviewing and analyzing the damages data with the  
17 assistance of a damages expert, contacting and interviewing the Class Members, and reviewing,  
18 and analyzing other relevant documents. Declaration of Hardeep S. Rekhi in support of Plaintiff's  
19 Motion for Preliminary Approval ("Rekhi Decl.") ¶ 3.

20 The Parties engaged in mediation on July 19, 2024, and October 24, 2024, with experienced  
21 mediator Teresa Wakeen, resulting in an agreement as to the essential terms of the settlement.  
22 Rekhi Decl. ¶ 5. The Parties then drafted, finalized, and executed the long-form settlement  
23 agreement ("Agreement") in January 2025. Rekhi Decl., Ex. 1. All of the Parties' settlement  
24 negotiations were non-collusive and at arm's length. Rekhi Decl. ¶ 5; *see also* Agreement § IV.  
25 Plaintiff and her counsel believe the Agreement is fair, adequate, reasonable, and in the best  
26 interests of the proposed class. Rekhi Decl. ¶ 5; *see also* Agreement § IV.

1 **B. The Proposed Settlement.**

2 The full details of the Settlement are contained in the Parties' Agreement. *See* Rekhi Decl.,  
3 Ex. 1. Pertinent details of the Agreement are summarized below. To the extent any of the  
4 information summarized below conflicts with the terms of the Agreement, the terms of the  
5 Agreement control and supersede.

6 1. The Settlement Class.

7 The Agreement defines the Settlement Class as:

8 [A]ll Proposed Class Members, exclusive of any person who timely opts out of the  
9 Settlement pursuant to the procedures set forth below. All persons who timely opt  
10 out from the Settlement in conformity with this Agreement shall not be bound by the  
11 terms of this Agreement or any Final Judgment entered by the Superior Court, and  
shall retain the right to pursue (or not pursue) any alleged individual claim(s) against  
the Company in a separate action.

12 Agreement § VI.1.f. The Proposed Class Members are defined as:

13 Plaintiff and any other individuals whose payroll and/or timekeeping information the  
14 Company previously produced to Plaintiff in this Case, who were employed by Cascadia  
15 Senior Living, LLC, Cascadia Payroll Services, LLC, and/or Cascadia Development, LLC  
16 as an HCA Trainee, Caregiver, Medication Aide, Medication Technician, Residential Care  
17 Coordinator, Lead Medication Aide, Licensed Practical Nurse (LPN), Adult Family Home  
18 (AFH) Caregiver, Health Care Coordinator, or Shower Aide in the State of Washington at  
any time during the Class Period, as well as any individuals who were newly hired into  
those positions in the State of Washington since the Company's last disclosures of payroll  
and/or timekeeping information to Plaintiff.

19 Agreement § VI.1.e.

20 Plaintiff's claims against Defendant include: (1) failing to pay minimum wages to  
21 residential caregivers for all hours worked; (2) failing to provide a system to record and report  
22 missed rest breaks to caregivers and ensure those breaks are taken; (3) failing to provide a system  
23 to record and report missed meal breaks to caregivers and ensure those breaks are taken; and (5)  
24 failing to pay overtime wages to residential caregivers. *See* Amended Complaint. Defendant has  
25 denied these allegations. *See* Answer to Amended Complaint.

26 The Agreement provides that Defendant, within 30 days of preliminary approval of the  
27 Agreement, shall provide the last known contact information for each Proposed Class Member to

1 the Settlement Administrator. *Id.* § VI.7.b. The Settlement Class will include all Class Members  
2 who do not opt out of the Settlement. *See id.* § VI.1.f.

3 2. Settlement payments.

4 The Settlement Agreement requires Defendant to pay a total of \$1,000,000. *Id.* § VI.1.p.  
5 Subject to Court approval, these settlement proceeds will be used to pay settlement administration  
6 expenses, service awards to Plaintiff, attorneys' fees and costs, and awards to members of the  
7 Settlement Class (the "Class Fund") as set forth in more detail below. *Id.* §§ VI.1.k–p.

8 a. *Payments by Defendants.*

9 The Settlement Agreement contemplates payment by Defendant of \$1,000,000 plus  
10 mandatory employer-side payroll taxes. Agreement § VI.3. The settlement payments shall be  
11 deposited into an account set up by the Settlement Administrator. *Id.*

12 b. *Settlement administration expenses.*

13 The Settlement Agreement proposes a maximum of \$20,000 to be paid to the Settlement  
14 Administrator for the processing of the Settlement. Agreement § VI.1.n. Subject to approval, these  
15 Settlement Administration expenses shall be paid out of the Settlement Amount. *Id.* § VI.3.

16 c. *Plaintiff's service award.*

17 The Settlement Agreement contemplates a service award of up to \$7,500 to the Named  
18 Plaintiff in recognition of her efforts in prosecuting the Case. Agreement § VI.6. Subject to  
19 approval, the Service Award shall be paid out of the Settlement Amount. *Id.* § VI.3.

20 d. *Attorneys' fees and litigation expenses.*

21 Class Counsel will request an award of attorneys' fees of no more than one-third of the  
22 Settlement Fund in the amount of \$333,333.33, plus up to an additional \$30,000 for actual  
23 litigation costs. *Id.* §§ VI.5. Subject to approval, these fees and costs shall be paid out of the  
24 Settlement Amount. *Id.* § VI.3.

25 e. *Payments to Settlement Class Members.*

26 Assuming the Court approves the amounts set forth above, the remaining amount  
27 (anticipated to be approximately \$609,166.67) shall be considered the Class Fund and shall be

1 distributed directly to Settlement Class Members. *Id.* § VI.1.k. Settlement Class Members will be  
2 paid a pro-rata share of the Class Fund based on Class Counsel’s damages calculations, which will  
3 be calculated by dividing each Settlement Class Member’s damages by the total aggregate  
4 damages of all members, and then multiplying this ratio by the portion of the Class Fund allocated  
5 to these payments. *Id.* § VI.4.b. For tax and withholding purposes, individual settlement allocations  
6 shall be treated as follows: forty percent (40%) of each individual settlement allocation distributed  
7 to a Settlement Class Member shall be deemed to be wages, subject to payroll taxes, and the  
8 Settlement Administrator shall issue appropriate IRS Forms W-2; and sixty percent (60%) of each  
9 individual settlement allocation distributed to a Settlement Class Member shall be deemed to be  
10 non-wage payments in lieu of penalties, enhancements, and prejudgment interest and the  
11 Settlement Administrator shall issue appropriate IRS Forms 1099. *Id.* § VI.4.d. Within ten (10)  
12 business days of the receipt of all funds, the Settlement Administrator shall mail the Settlement  
13 Award checks to the Settlement Class Members. *Id.* § VI.8.j.

14 After one hundred twenty (120) calendar days following the Settlement Administrator’s  
15 issuance of awards to Settlement Class Members, any funds from uncashed checks will be sent by  
16 the Settlement Administrator in the corresponding Settlement Class Member’s name to the  
17 Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act  
18 (RCW 63.29 et seq). *Id.* § VI.8.i. No funds will revert to Defendants. *Id.* Settlement Class Members  
19 will be able to make a claim to the Washington Unclaimed Property Program if they are  
20 unreachable.

21 3. Settlement Class Members’ release.

22 In exchange for the benefits provided under the Settlement, Named Plaintiff and all  
23 Settlement Class Members will release all claims based on the facts alleged in the Class Action  
24 Complaint during the Settlement Class Period. *Id.* §§ VI.1.q-r.

25 4. Settlement Administration.

26 The Agreement provides that a Settlement Administrator will issue the Notice of  
27 Settlement to the Proposed Class Members by mail and email, trace undeliverable mailings, record

1 and track responses and exclusion requests, track and respond to any inquiries made by any  
2 Proposed Class Members, and mail the Settlement Awards checks, among other duties. *See id.*  
3 §§ VI.7.a-c. Simpluris provided Plaintiff with the most economical cost at \$12,683 to carry out the  
4 duties of the Settlement Administrator as per the Agreement. *Id.* §§ VI.7. Plaintiff, therefore,  
5 proposes that the Court approve Simpluris as the Settlement Administrator. Defendant does not  
6 object to Plaintiff's proposal to use Simpluris as the Settlement Administrator.

### 7 **III. STATEMENT OF ISSUES**

8 Whether the Court should: (1) certify the settlement class for settlement purposes; (2) grant  
9 preliminary approval of the Settlement Agreement; (3) approve the proposed notice plan and class  
10 notice forms; (4) appoint Simpluris to serve as the Settlement Administrator; and (5) schedule the  
11 final fairness hearing and related dates.

### 12 **IV. EVIDENCE RELIED UPON**

13 Plaintiff relies on the Declaration of Hardeep S. Rekhi in support of this motion and the  
14 attached exhibit(s), as well as the pleadings and records on file with the Court.

### 15 **V. AUTHORITY AND ARGUMENT**

#### 16 **A. The Settlement Class Should be Certified for Settlement Purposes**

17 A class action may be maintained where the requirements of Civil Rule 23(a) and at least  
18 one section of Civil Rule 23(b) are met. The requirements of CR 23(a) are satisfied when (1) the  
19 class is so numerous that joinder of all members is impracticable; (2) there are questions of law  
20 and fact common to the class, (3) the claims or defenses of the representative parties are typical of  
21 the claims or defenses of the class, and (4) the representative parties will fairly and adequately  
22 protect the interests of the class. CR 23(a). The requirements of CR 23(b)(3) are met when common  
23 questions of law or fact predominate and class action is a superior method of adjudication. Civil  
24 Rule 23(b).

25 The Proposed Class consists of nearly 2,040 people. Rekhi Dec. ¶ 6. The legal claims made  
26 raise numerous common questions of fact and law that are the same for all class members, and  
27 Plaintiff is typical of the class as a whole in relation to those claims. She has no conflict and has

1 served, and is committed to serving, the interests of the class. Class counsel is qualified and  
2 committed to vigorously pursuing the best interests of the class. Rekhi Decl. ¶ 10.

3 The common questions of law and fact predominate over any individual issues, and a class  
4 action is the superior, indeed likely the only, method of adjudicating these claims. Class treatment  
5 is particularly useful to redress alleged wage violations such as those in this case, which involves  
6 employer pay practices that affect a large number of people who possess relatively small monetary  
7 claims. *See, e.g., Pellino v. Brink's Inc.*, 164 Wn. App. 668 (2011); *Afinson v. FedEx, Inc.*, 159  
8 Wn. App. 35 (2010). For these reasons, the Court should certify the class for settlement purposes.

9 **B. Class Action Settlement Approval Process.**

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

16 The Manual for Complex Litigation describes a three-step procedure for approval of class  
17 action settlements: (1) preliminary approval of the proposed settlement; (2) dissemination of notice  
18 of the settlement to all affected class members; and (3) a “fairness hearing” at which class members  
19 may be heard and evidence and argument concerning the fairness, adequacy, and reasonableness  
20 of the settlement may be presented. *Manual for Complex Litigation (Fourth)* §§ 21.632–21.634  
21 (2004) (Ann. ed. 2019) (“*MCL 4th*”). This procedure safeguards class members’ due process rights  
22 and enables the court to fulfill its role as the guardian of class interests. *See William B. Rubenstein,*  
23 *Newberg on Class Actions* § 13:1 (5th ed. 2019) (“*Newberg*”).

24 Plaintiff requests that the Court take the first step in the settlement approval process by  
25 granting preliminary approval of the proposed Settlement. The decision to approve or reject a  
26 proposed Settlement is committed to the Court’s sound discretion. *See Pickett*, 145 Wn.2d at 190.  
27 The Court’s preliminary approval will allow Settlement Class members to receive notice of the

1 settlement terms and the time of the final approval hearing, at which they may be heard and where  
2 further evidence and argument concerning the settlement may be presented. *See MCL 4th §§*  
3 *21.632-21.634*. Neither notice nor a hearing is required at this stage; the Court may grant  
4 preliminary approval upon an informal application by the Parties, at the Court’s discretion. *Id.* at  
5 § 21.632.

6 **C. The Settlement Satisfies the Criteria for Preliminary Approval.**

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

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

18 This Settlement is the result of hard-fought litigation and arm’s-length settlement  
19 negotiations between attorneys experienced in class action litigation and the legal and factual  
20 issues of this case. Class Counsel have extensive experience in litigating wage-and-hour class  
21 actions, including the claims at issue here. *Rekhi Decl.* ¶¶ 9-18. “When experienced and skilled  
22 class counsel support a settlement, their views are given great weight.” *Pickett*, 145 Wn.2d at 200  
23 (citation omitted). Indeed, a “presumption of correctness is said to attach to a class settlement  
24 reached in arm’s-length negotiations between experienced capable counsel after meaningful  
25 discovery.” *Hughes v. Microsoft Corp.*, No. C98-1646C, 2001 WL 34089697, at \*7 (W.D. Wash.  
26 Mar. 26, 2001) (quoting *Manual for Complex Litigation (Third)* § 30.42 (1995)).

1 The signed Settlement Agreement is the result of dedicated efforts to obtain and analyze  
2 data sufficient to evaluate the alleged claims. The Parties engaged in arm's-length negotiations on  
3 July 19, 2024 before reaching an agreement. Rekhi Decl. ¶ 5. Prior to this, the Parties exchanged  
4 voluminous written discovery resulting in the production of hundreds of thousands of pages of  
5 documents including typed time and pay records, reviewed and analyzed damage models prepared  
6 by experts, and engaged in extensive discussions about the strengths and weaknesses of their  
7 respective cases. *Id.* ¶ 3. Additionally, Plaintiff's counsel spent numerous hours interviewing  
8 Plaintiff and Class Members and analyzing the payroll data, employee pay sheets, and other  
9 information provided by Defendant to determine and assess the risks associated with a trial on the  
10 merits of the claims. *Id.* ¶ 3. Based on the damages analysis performed by Plaintiff's damages  
11 expert and information obtained in discovery and directly from Class members, Plaintiff's counsel  
12 was well prepared for settlement discussions and to enter into the Settlement Agreement in October  
13 2024. *Id.* ¶¶ 3, 5. The Parties finalized the Settlement Agreement on January 8, 2025.

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

16 The Settlement treats all Settlement Class Members equally and provides relief that is  
17 proportional to the alleged damages. Each Settlement Class Member will receive a pro-rata share  
18 of the Class Fund based on their employment and estimated work hours during the Class period.  
19 Agreement §§ VI.4.b. The Settlement does not exclude any Class Members, unless they exclude  
20 themselves upon receiving the notice of the Settlement, and the Settlement does not require Class  
21 Members to submit a claim form to obtain payment. *Id.* §§ VI.1.f., VI.7.c.

22 The Settlement Fund is non-reversionary. *Id.* § VI.8.1. The Parties request that the Court  
23 approve distribution of any undistributed amounts to the Washington State Unclaimed Property  
24 Program, administered under the Department of Revenue. *Id.*

25 The Agreement contemplates a service award of \$7,500 for Plaintiff in recognition of her  
26 efforts on behalf of the Class, which included assisting counsel with the investigation and  
27 litigation, reviewing discovery responses, and providing input during settlement negotiations. *Id.*

1 §§ VI.1.m, VI.6; *see also* Rekhi Decl. ¶ 6. Service awards “are intended to compensate class  
2 representatives for work undertaken on behalf of a class” and “are fairly typical in class action  
3 cases.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015) (citation  
4 omitted); *see Probst v. State of Washington Dep’t of Ret. Sys.*, 150 Wn. App. 1062 (2009)  
5 (affirming payment of \$7,500 to named plaintiff). Plaintiff’s support of the Agreement is not  
6 conditioned on the Court awarding an amount or any award at all.

7 Subject to Court approval, the Settlement provides for a payment to Class counsel for  
8 attorneys’ fees and costs. Agreement §§ VI.1.o, VI.5. Plaintiff’s counsel will seek an award of  
9 one-third of the Settlement Proceeds, also referred to as the “common fund.” *See Hallman v. Wells*  
10 *Fargo Bank, N.A.*, No. 2:18-CV-01190 JLR, 2021 WL 9567171 at \*2 (W.D. Wash. June 10, 2021)  
11 (Class Counsel’s commitment of substantial time and resources to risky multi-year litigation on a  
12 contingency basis deserves fee award of one-third of the common fund); *see also Chavez v. Netflix,*  
13 *Inc.*, 162 Cal. App. 4th 43, 66 n.11, 75 Cal. Rptr. 3d 413 (2008) (“Empirical studies show that,  
14 regardless of whether the percentage method or the lodestar method is used, fee awards in class  
15 actions average around one-third of the recovery.”).

16 The “percentage of the fund” approach is appropriate here since the fees will be drawn  
17 from a common fund shared with the class. *See Bowles v. Dept. of Retirement*, 121 Wn.2d 52, 72,  
18 847 P.2d 440 (1993). Here, the requested attorneys’ fees award is warranted by the extensive  
19 litigation this case has involved. Plaintiff’s counsel undertook representation on a contingency  
20 basis, with no guarantee that they would be paid. To date, Class Counsel collectively incurred in  
21 excess of \$300,000 in fees and anticipates over \$10,0000 in costs, for which they have not been  
22 compensated. Rekhi Decl. ¶ 4. In addition, Class Counsel anticipate accruing \$30,000– \$40,000  
23 in additional fees securing the Court’s settlement approval, working with settlement  
24 administration, calculating damages with expert support, talking to Class members, consulting  
25 with opposing counsel, and obtaining final approval and dismissal of the action. Rekhi Decl. ¶ 7.  
26 A fee and cost award of one-third of the total settlement, totaling \$333,333.33, will reasonably  
27 compensate and reimburse Class Counsel for the work they have already performed in this case,

1 as well as the work remaining to be performed. *See* Agreement § VI.5. The Settlement Agreement  
2 is not contingent on the amount of attorneys’ fees or costs awarded.

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

4 The Settlement provides substantial monetary relief: payment of \$1,000,000 by Defendant.  
5 Agreement § VI.8.i. After payments for the above-proposed award, the amount to be disbursed to  
6 the Settlement Class is expected to be approximately \$609,166.67. *Id.* §§ VI.1.k, VI.4. All  
7 Settlement Class members who do not timely opt out will receive a pro rata portion based on Class  
8 Counsel’s calculations. *Id.* §§ VI.4.b.

9 Plaintiff is confident in the strength of her case but also recognizes that continued litigation  
10 would be expensive and time-consuming, requiring trial preparation and a lengthy trial. Trial is  
11 always risky and even if Plaintiff prevailed, she would likely face an appeal. *See Nat’l Rural*  
12 *Telecommc’ns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (the risks of trial  
13 and subsequent appeals militate for settlement to avoid further protracted and uncertain litigation).  
14 The risk that Settlement Class Members could end up recovering only a fraction of their damages  
15 or losing some claims at trial was significant enough to convince Plaintiff and her counsel that the  
16 settlement reached with Defendant outweighs the gamble and expense of further litigation. This  
17 Settlement eliminates all these risks and provides relief to Settlement Class Members without  
18 further delay.

19 **A. The proposed notice program should be approved.**

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

1 Defendant will provide the Settlement Administrator with the name, last known address,  
2 last known telephone number, last known non-work email address (if any), and social security  
3 number of each Class Member. Agreement § VI.7.b. Within 60 days of the date the Superior Court  
4 grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the  
5 Settlement Administrator will mail and email the long-form Notice of Settlement (Exhibit A to  
6 Settlement Agreement) to all those Settlement Class Members. *Id.* § VI.8.c.(1) If any notice is  
7 returned undeliverable without a forwarding address, the Settlement Administrator will make one  
8 attempt to determine a current mailing address and will promptly re-mail the notice to any new  
9 address discovered. *Id.* § VI.8.e. Class Counsel will also establish a website to provide Settlement  
10 Class Members with additional information about the Settlement. *See id.* Ex. A, § 18. This  
11 approach will ensure direct notice reaches as many Settlement Class Members as possible.  
12 Settlement Class Members may opt-out of the Settlement by making a written request by the  
13 Notice Deadline, which will be at least sixty (60) days after the initial notice mailing date. *Id.* §  
14 VI.8.c.(3); Ex. A, §12.

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

24 **B. The Scheduling of a Final Fairness Hearing Is Appropriate.**

25 The last step in the settlement approval process is a final fairness hearing at which the Court  
26 will make its final evaluation. Plaintiff respectfully requests that the Court set a final approval  
27 hearing on or after May 30, 2025.

1 **VI. CONCLUSION**

2 Plaintiff respectfully requests that the Court grant her motion.

3 RESPECTFULLY SUBMITTED AND DATED this 25th day of March, 2025.

4 REKHI & WOLK, P.S.

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

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