

The Honorable LeRoy McCullough
Hearing Date: June 14, 2024
Hearing Time: 10:30 a.m.

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

JESUS AYALA, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

WIDE OPEN, INC, a Washington company;
QUEENE ANNE DINER LLC, a Washington
company; DAVID MEINERT, in his individual
and corporate capacity,

Defendants.

No. 22-2-04873-5 SEA

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

THIS MATTER came before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiff's preliminary and final memoranda in support of approval of the Settlement Agreement, and the Declarations of James B. Pizl and Gregory M. Skidmore, Plaintiff's Counsel, and Veronica Olivares on behalf of CPT Group Inc. in support of the proposed settlement. As used herein, all terms defined in the Settlement Agreement shall have the same meaning here. Having considered these materials and statements at the Final Approval Hearing, the Court, being fully advised, has determined that the proposed Settlement Agreement should be approved as fair, adequate, and reasonable. In making this determination, the Court has considered the likelihood of success of both Plaintiff's claims and

1 Defendants' defenses. The Court has also considered the status and extent of the Parties'
2 investigation, research, discovery, and negotiations with respect to Plaintiff's claims and
3 Defendants' defenses. Finally, the Court finds that all settlement negotiations were conducted in
4 good faith and at arms' length and that there was no collusion. Good cause appearing therefore, it
5 is hereby

6 ORDERED, ADJUDGED AND DECREED that:

7 1. The Court's Order Granting Preliminary Approval of Class Action Settlement dated
8 October 11, 2023 ("Preliminary Order"), which incorporates language (1) Certifying the
9 Settlement Class; (2) Authorizing Notice; and (3) Setting Final Fairness Hearing, is hereby
10 incorporated herein as though fully set forth in this Order Granting Plaintiff's Motion for Final
11 Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").

12 2. The Court has jurisdiction over the subject matter of this action, the Parties, and the
13 members of the Settlement Class previously certified by the Court. All Settlement Class Members
14 are bound by the Settlement Agreement and this Final Judgment.

15 3. The Court hereby approves the Settlement Agreement and finds that it is, in all
16 respects, fair, reasonable, and adequate to the Settlement Class Members.

17 4. The Court finds that the Settlement Class Notice ("Notice"), which consisted of an
18 individual notice by first-class mail to the last-known address of each Settlement Class Member
19 and by email where an email address was available, provided the best notice practicable under the
20 circumstances. The Notice provided due and adequate notice of these proceedings and of the
21 matters set forth therein, including the pendency of the action, the terms of the proposed Settlement
22 Agreement, and the procedure for submitting objections to the Settlement Agreement, to all
23 persons entitled to such notice. The Declaration of Veronica Oliveras confirms that the Notice
24 was mailed in accordance with the terms of the Settlement Agreement and the Court's Preliminary
25 Order. The Court finds and concludes that said Notice fully satisfied the requirements of CR
26 23(c)(2) and CR 23(e) and the requirements of due process.

1 5. No objections to the Settlement Agreement have been communicated to the
2 Settlement Administrator, Settlement Class Counsel or filed with the Court, and none were raised
3 at the Final Approval Hearing. Settlement Class Members who failed to present objections to the
4 Settlement Agreement are hereby deemed to have waived any such objections and are forever
5 foreclosed from making any objections to the Settlement or appealing this Final Judgment.

6 6. Consistent with the Settlement Agreement, neither this Final Judgment, nor the fact
7 or substance of the Settlement Agreement, shall be considered a concession or admission by or
8 against the Released Parties of any wrongdoing or legal liability.

9 7. The Court finds that Plaintiffs and Settlement Class Counsel adequately represented
10 the Settlement Class for purposes of entering into and implementing the Settlement.

11 8. The Court finds that Settlement Class Counsel's request for an award of attorneys'
12 fees and costs is fair and reasonable, and hereby approves Settlement Class Counsel's request for
13 a fees' award in the amount of \$120,000 plus litigation costs of \$4,938.02, which sums shall be
14 paid out of the Settlement Amount as provided by the Settlement Agreement. This payment is in
15 full and final payment of any claim for fees and costs incurred by counsel for Plaintiff and the
16 Settlement Class in this case.

17 9. The Court further approves payment in the amount of \$7,500 to Jesus Ayala as an
18 incentive payment in recognition for his role in this case and service to the Settlement Class, in
19 addition to his pro rata share of the Net Settlement Class Fund under the Settlement Agreement,
20 to be paid by Defendants from the Settlement Amount.

21 10. The Court further approves payment in the amount of \$12,500 to Jesus Ayala for
22 the full release of his known and unknown claims with Defendants.

23 11. The Court further approves payment in the amount of up to \$11,500 to CPT Group
24 from the Settlement Amount for its services provided in the administration of the Settlement.

25 12. The Parties and the Settlement Administrator are hereby directed to proceed with
26 the settlement payment and administration procedures specified under the terms of the Settlement

1 Agreement. The Parties are hereby authorized, without further approval from the Court, to
2 mutually agree to and adopt such amendments, modifications and expansions of the Settlement
3 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
4 Judgment, (ii) are consistent with the terms of the Settlement Agreement, and (iii) do not limit the
5 rights of the Settlement Class Members.

6 13. The Court hereby dismisses this action and any and all Released Claims with
7 prejudice as to Jesus Ayala, and all Settlement Class Members, and without costs or attorneys'
8 fees to any party except as provided under the terms of the Settlement Agreement and this Final
9 Judgment. As used herein, and as set forth in the Settlement Agreement, as it relates to the
10 Settlement Class, the term "Released Claims" means all claims raised or that could have been
11 raised based on the facts alleged in the Class Action Complaint ^{filed 4/4} ~~through~~ April 5, 2022. For clarity,
12 this means any and all claims, whether known or unknown, that were brought or that could have
13 been brought based on any facts alleged in the Case with respect to a failure to provide meal periods
14 and/or rest breaks and failure to pay for all hours worked. The Released Claims specifically
15 include, but are not limited to, any claims arising out of any alleged missed or non-compliant meal
16 periods, alleged missed or non-compliant rest breaks, alleged failure to pay for all hours worked
17 including alleged off-the-clock time, and any attendant claims for unpaid wages, overtime
18 payment, premium payments, interest, exemplary damages, and attorneys' fees and costs relating
19 to any of the foregoing.

20 14. All Settlement Class Members and Plaintiff Jesus Ayala ^{are} hereby barred and
21 permanently enjoined from maintaining, prosecuting, commencing, or pursuing any of the
22 Released Claims as set forth in §VI.1(q) of the Settlement Agreement, respectively, against any of
23 the Released Parties, and Plaintiffs and all Settlement Class Members shall be conclusively
24 deemed to have released and discharged the Released Parties from any and all such claims.

25 15. Without affecting the finality of this Final Judgment for purposes of appeal, the
26 Court reserves jurisdiction over the Parties as to all matters relating to the administration,

1 consummation, enforcement and interpretation of the Settlement Agreement and the Final
2 Judgment, and for any other necessary purposes.

3 16. Pending the funding of the settlement amount by Defendants, this case, including
4 all individual and class claims presented thereby, is hereby dismissed, with prejudice.

5 IT IS SO ORDERED this 14th day of June, 2024

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8 _____
9 Honorable LeRoy McCullough
10 Judge, King County Superior Court

11 Presented By:

12 SKIDMORE AND FOMINA, PLLC

13 /s/ Gregory M. Skidmore
14 Gregory M. Skidmore, WSBA #47462
15 Damien N. Villarreal, WSBA #50708
16 *Attorneys for Plaintiffs*

17 ENTENTE LAW PLLC

18 s/ James B. Pizl
19 James B. Pizl, WSBA #28969
20 Justin Abbasi, WSBA #53582
21 Ari Robbins Greene, WSBA #54201