

THE HONORABLE PATRICK OISHI
Department 24
Noted for Consideration: May 21, 2019
Without Oral Argument

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

REBECCA TATARSKY, WINONA WRIGHT, and
ANTONY FARNESE, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

BLUE RIBBON COOKING, LLC, a Washington LLC
and VANESSA SMITH, individually and/or the
marital community composed of VANESSA
SMITH and JOHN DOE SMITH,

Defendants.

NO. 17-2-27465-8 SEA

**DECLARATION OF GREGORY A. WOLK IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

I, Gregory A. Wolk, declare as follows:

1. I am an attorney at Rekhi & Wolk, P.S., co-counsel for Plaintiffs and the Proposed Class in this matter. I have personal knowledge of the following facts and if called to testify could and would competently do so.

2. Based on Plaintiffs' counsel's review of payroll records and employee lists produced by Blue Ribbon Cooking, LLC and Vanessa Smith (collectively, Blue Ribbon), Blue Ribbon has employed dozens of employees in Washington since 2014.

1 3. The parties began exploring the possibility of early resolution of this case in
2 January 2018. The parties agreed to informally postpone discovery and have engaged in
3 limited discovery aimed at settlement negotiations, which has primarily included payroll
4 information for class members. The parties have not exchanged formal classwide discovery
5 and have not taken any depositions.

6 4. Plaintiffs' counsel spent considerable time identifying class members and
7 negotiating with Blue Ribbon regarding the definition of the proposed class. Between June
8 and August 2018, Plaintiffs' counsel contacted and interviewed several dozen Blue Ribbon
9 employees that worked various job positions for Blue Ribbon's catering and cooking school
10 operations. Many employees reported that they were unable to take all breaks to which they
11 were entitled and some employees reported that they were able to take a fraction of their
12 breaks. In April 2018, Plaintiffs' counsel conducted a site visit to Blue Ribbon's office to review
13 documents, including hand-written time records.

14 5. Plaintiffs' counsel analyzed payroll data and lists of potential class members
15 produced by Blue Ribbon. Based on this data, Plaintiff's counsel identified 116 individuals that
16 worked as hourly-paid employees during the class period.

17 6. Blue Ribbon provided Plaintiffs' counsel with documentation showing that 55
18 Blue Ribbon employees signed sworn statements Blue Ribbon provided them with all the rest
19 and meal breaks to which they were entitled under Washington law. Blue Ribbon has also
20 represented that one individual who Plaintiffs identified as a class member separately settled
21 her claim with Blue Ribbon. These individuals are excluded from the Proposed Class, except for
22 Nikole Barber. Ms. Barber has not been excluded from the Proposed Class because, based on
23 her conversations with Class Counsel, Ms. Barber's waiver of claims against Blue Ribbon was
24 not knowing and voluntary. One individual who signed a declaration was not previously
25 identified as a class member.

1 7. Plaintiffs' counsel calculated damages owed to Proposed Class Members for
2 rest and meal break violations and failure to pay for all time worked based on Blue Ribbon's
3 payroll data, which shows the total hours worked and wages earned each pay period.
4 Plaintiffs' counsel did not analyze time card data because Blue Ribbon employees record
5 clock-in and clock-out times on hand-written time cards. Because reviewing hand-written
6 timecards would have been prohibitively time-consuming and expensive, calculations are
7 based on the assumption that Proposed Class Members missed all required rest and meal
8 breaks and that Blue Ribbon automatically deducted thirty minutes of time from every shift
9 over five hours. Blue Ribbon, however, has argued that employees were able to take their
10 breaks, even if they were unrecorded. Plaintiffs' counsel calculated that the 62 Proposed Class
11 Members would be entitled to \$45,626.56 for unpaid wages if they prevailed on their claims.
12 Plaintiffs' counsel estimates that Settlement Class Members will recover 71% of unpaid wages
13 for missed rest and meal breaks and unpaid time. The awards to Settlement Class Members
14 range from \$4.76 to \$3,844.70, with a median recovery of \$220.89.

15 8. The parties participated in an all-day mediation with professional mediator
16 Clifford Freed of WAMS on March 6, 2019. Before the mediation, Plaintiffs provided Blue
17 Ribbon with their detailed damages analysis and a description of their methodology for
18 calculating damages. The parties also exchanged written mediation submissions. The parties
19 reached an agreement regarding the terms of settlement of the class claims and of the named
20 Plaintiffs' individual claims by the end of the day on March 6, 2019. The parties signed a CR-2A
21 term sheet memorializing their agreement.

22 9. A true and correct copy of the parties' Settlement Agreement is attached as
23 Exhibit A.

24 10. JND Administration has agreed to cap the expenses for settlement
25 administration at \$4,000.

1 11. Plaintiffs played an invaluable role in the prosecution of this case. Plaintiffs
2 assisted counsel with the investigation the claims of the Proposed Class, preparation of the
3 complaint, and amendments to the complaint. Because of the lack of formal discovery,
4 Plaintiffs' counsel relied on Plaintiffs' knowledge to identify potential class members and
5 understand and verify information provided by Blue Ribbon through informal discovery. Ms.
6 Wright and Mr. Farnese attended the mediation and Ms. Tatarsky was available by phone.
7 Plaintiffs were actively involved in the negotiations, explained their experiences to the
8 mediator, and assisted Plaintiffs' counsel in responding to Blue Ribbon's arguments and
9 proposals. Plaintiffs' support of the settlement is not conditioned on the Court awarding a
10 service award of any amount or any service award at all.

11 12. Ms. Tatarsky separately settled her individual claims against Blue Ribbon
12 regarding her allegation that Blue Ribbon retaliated against her and wrongfully terminated her
13 for complaining about Blue Ribbon's wage-and-hour policies. Under the settlement, Blue
14 Ribbon paid Ms. Tatarsky \$6,000.

15 13. Ms. Wright separately settled her individual claim that Blue Ribbon
16 misclassified her as exempt from overtime and failed to pay her overtime wages during the
17 time she worked as an event planner and was paid on a salary-basis. Plaintiffs' counsel
18 calculated Ms. Wrights' unpaid overtime damages to be \$52,151.90. Under the settlement,
19 Blue Ribbon paid \$21,000 to Ms. Wright, or approximately 40% of her estimated damages.

20 14. Mr. Farnese separately settled his individual claim that Blue Ribbon
21 misclassified him as exempt from overtime and failed to pay him overtime wages during the
22 time he worked as a chef and was paid on a salary-basis. Blue Ribbon paid \$2,000 to Mr.
23 Farnese under the settlement.

24 15. Plaintiffs intended to pursue the misclassification claim on behalf of a proposed
25 class. But Plaintiffs learned through discovery, including through review of Blue Ribbon's
26 payroll records, that only nine individuals were allegedly deprived of such overtime wages.

1 16. The named Plaintiffs’ support of the class settlement was not contingent on the
2 settlement of their individual claims. Each of the Plaintiffs’ individual settlement agreements
3 expressly provides that settlement of their individual claims does not release, waive, or
4 discharge the class claims.

5 17. Rekhi & Wolk is a law firm in Seattle, Washington that focuses on complex civil
6 and commercial litigation with an emphasis on employment, including wage and hour class
7 actions. The attorneys of Rekhi & Wolk have extensive experience in class actions and other
8 complex matters.

9 18. I have been an attorney for over 15 years in the area of representing plaintiffs. I
10 have co-authored a chapter about Race Discrimination in the Washington Employment Law
11 Desk Book. I have taught numerous CLEs related to employment law, operating a law firm,
12 and implementing mindfulness into law practice.

13 19. Prior to becoming an attorney, I attended the London School of Economics and
14 Political Science. I earned my Juris Doctor at the University of Washington Law School. I was
15 admitted to the Washington bar in 1999. After teaching law in Prague, Czech Republic, I
16 returned to the U.S. and began to focus my practice on individual rights. I have worked as a
17 lawyer for four different law firms since graduating from law school. First, I worked for the
18 Government Accountability Project in the Seattle area representing whistleblowers in the
19 Western United States. After that I worked as an associate at the Sheridan Law Firm and the
20 Blankenship Law Firm. In 2011, I began my own practice Greg Wolk, P.S. Finally, in January of
21 2013, we became Rekhi & Wolk, P.S.

22 20. My partner, Hardeep S. Rekhi, has been an attorney for over 12 years also in
23 the area of representing Plaintiffs. He authored a chapter about Race Discrimination in the
24 Washington Employment Law Desk Book and was the editor of the Washington Civil Rights
25 Desk Book. He was presented the Carl Maxey Award in 2012. In 2013 though 2015, he was
26 selected as a “super lawyer.”

1 21. Prior to becoming an attorney, he attended Whitman College. He earned his
2 Juris Doctor at Tulane Law School, Cum Laude. He was admitted to the Washington bar in
3 2003 after taking the bar exam during the summer of 2003. Since his third year of Law School,
4 his practice focus related to individual rights. He has worked as a lawyer for four different law
5 firms since graduating from law school. First, he worked in the Seattle area of employment
6 law doing defense work at Lane Powell, P.C. After that he worked as an associate at the
7 Blankenship Law Firm. In 2006, he began his own practice The Rekhi Law Firm, PLLC. Again, in
8 January of 2013, we became Rekhi & Wolk, P.S.

9 22. Mr. Rekhi currently sits on the board Washington Employment Lawyers
10 Association (WELA), an organization of plaintiffs' employment counsel. Most of our members
11 work not only in employment, but also in personal injury, consumer protection, and related
12 areas.

13 23. WELA has sponsored Continuing Education seminars on the topic of attorney's
14 fees. Mr. Rekhi has reviewed fee rates, and judge-approved fees received by our members
15 after successfully litigating claims. He has specifically studied the topic of attorneys' fee
16 awards and reasonable fees in the Puget Sound area by gathering documents and
17 corresponding with other counsel.

18 24. In April of 2016, he was appointed to the Board of the Washington Association
19 of Justice. He has served as chair the Diversity Committee since 2015. Additionally, in later
20 2015, he was appointed by Mayor Murray to the Seattle Ethics and Election committee.

21 25. In 2016, he began serving as a Pro-tem Judge in King County District Court.

22 26. Since 2015, he has been on the board of the South Asian Bar Association and
23 co-founded the South Asian Bar Association Free Legal Clinic.

24 27. At each firm, we have practiced in the area of employee rights in and around
25 Washington State. We have both gained experience in different areas from each firm. We
26
27

1 have each handled countless discrimination claims and other employment matters, including
2 class action litigation.

3 28. We have litigated scores of cases to settlement. We have litigated cases to trial
4 as well. We have litigated cases in the Superior and District Courts of the State of
5 Washington, including in King County and elsewhere, and in United States District Court for
6 the Western District of Washington, at Seattle. We have conducted jury trials in both State
7 and Federal Courts.

8 29. We have successfully argued appeals in both State Court and in the Ninth and
9 Fifth Circuits.

10 30. Within just this last year, we have successfully negotiated the settlement of five
11 wage and hour class actions in excess of \$7,500,000.

12 31. To date, Rekhi & Wolk has incurred approximately \$52,000 in attorneys' fees
13 and \$2,600 in litigation costs. These costs include: (1) filing and service fees; (2) copying and
14 mailing expenses; and (3) computer research expenses. Rekhi & Wolk has not yet been
15 compensated for these attorneys' fees and costs. At final approval, Class Counsel will file a
16 motion for court approval of an award of attorneys' fees and litigation costs of no more than
17 \$62,000.

18 I declare under penalty of perjury of the laws of the State of Washington and the
19 United States of America that the foregoing is true and correct.

20 Executed in Seattle, Washington this 13th day of May, 2019.

21
22 By: /s/ Gregory A. Wolk, WSBA #28946

23 Gregory A. Wolk, WSBA #28946
24
25
26
27

- Exhibit A -

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Blue Ribbon Cooking, LLC and Vanessa Smith, individually and on behalf of her marital community (collectively “Defendants” or “Blue Ribbon”) and the Named Plaintiffs, Rebecca Tatarsky, Winona Wright, and Antony Farnese who are acting in their capacity as the proposed class representatives for the proposed Class defined herein and in the proposed class action entitled *Tatarsky, et al. v. Blue Ribbon Cooking, LLC, et al.*, King County Superior Court Civil Case No. 17-2-27465-8 SEA (the “Case”), and the Settlement Class Members, as defined below (“Plaintiffs”).

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiffs and Defendants (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

III. Investigations and Due Diligence.

The Parties have conducted substantial informal and formal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed extensive electronic and paper time records, payroll data, and other information concerning the composition of the Settlement Class and the merits and possible extent of Plaintiffs’ claims and Defendants’ defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

The Parties engaged in mediated settlement negotiations with Cliff Freed of WAMS acting as the mediator (“Mediator”) on March 6, 2019 and the Parties’ counsel signed a Memorandum of Understanding (“MOU”) on that date containing the essential terms of this Settlement. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiffs believe is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the mediated negotiations just described.

V. Defendants’ Denials of Wrongdoing and Non-admission of Allegations.

Blue Ribbon has denied and continues to deny each of the claims and contentions alleged by Plaintiffs on their own behalf and on behalf of any members of the proposed class alleged by Plaintiffs in the Case. Blue Ribbon has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action as if it were to proceed through litigation instead of settlement. Furthermore, Blue Ribbon has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any

action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against Blue Ribbon of any fault, wrongdoing, or liability whatsoever. Blue Ribbon expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Blue Ribbon would have continued to vigorously defend against Plaintiffs’ claims, including seeking denial of full or partial class certification and a full defense verdict at trial. Blue Ribbon agrees to this Settlement solely to avoid the burden and expense of further litigation. Except as provided herein for the purposes of this settlement, Defendants do not waive their right to contest or object to the certification of any class in this Lawsuit in the event this Settlement Agreement is not approved, is vacated, or becomes void for any reason.

VI. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties’ Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **“Effective Date”** means the later of September 6, 2019 or the date when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court’s anticipated order approving the Settlement and dismissing this Case with prejudice (the “Final Judgment”) becomes final. For purposes of this subsection, the Superior Court’s Final Judgment “becomes final” upon the later of either (a) the expiration of the time for filing an appeal from the Final Judgment or for otherwise seeking appellate review; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. **“Settlement”** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

c. **“Settlement Administrator”** means a third-party settlement administrator to be chosen by Plaintiffs’ counsel, subject to the Superior Court’s approval.

d. **“Settlement Class Period”** means the period from October 20, 2014, through December 31, 2017.

e. **“Proposed Class”** or **“Proposed Class Members”** means all individuals who worked as hourly employees for Defendants at any time during the Settlement Class Period, except for 54 employees who signed declarations affirming they received all breaks while working for Defendants and are therefore excluded as a Class Member. The Proposed Class does not include those employees that have entered into settlement agreements with Defendants releasing the claims at issue during the Settlement Class Period. This exclusion does NOT include Plaintiffs nor Class Member Nikole Barber. Plaintiffs and Ms. Barber are included in Proposed Class Members.

f. **“Settlement Class”** or **“Settlement Class Members”** means all Proposed Class Members, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court, and shall retain the right to pursue any alleged individual claim(s) against Defendants in a separate action.

g. **“Covered Position”** shall mean hourly work performed as an employee of Defendants.

h. The **“Notice of Settlement”** means the form attached hereto as **Exhibit A**.

i. The **“Initial Mailing Date”** is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Proposed Class Members.

j. The **“Notice Deadline”** is thirty (30) days after the Initial Mailing Date.

k. **“Class Counsel”** means Terrell Marshall Law Group PLLC and Rekhi & Wolk, P.S., subject to the Superior Court’s approval.

l. **“Class Fund”** means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Settlement. Subject to approval by the Superior Court, the aggregate, gross amount paid to the Settlement Class as part of the Settlement of this Case shall be Thirty-Two Thousand, Five Hundred Dollars (\$32,500.00).

m. **“Settlement Awards”** means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.

n. **“Service Award”** means the amount the Parties propose be paid to the each of the Named Plaintiffs as a service award in recognition of their efforts in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to each of the Named Plaintiffs for their service award shall be Five Hundred Dollars (\$500) for a total amount of One Thousand, Five Hundred Dollars (\$1,500.00) to be paid to all three Named Plaintiffs.

o. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator for the processing of the Settlement shall be Four Thousand Dollars (\$4,000.00).

p. **“Attorneys’ Fees and Costs Award”** means the amount the Parties propose be paid to Class Counsel as attorneys’ fees and costs in connection with their prosecution and settlement of the Case. Subject to approval by the Superior Court, the amount to be paid to Class Counsel as attorneys’ fees and costs is Sixty-Two Thousand Dollars (\$62,000.00).

q. **“Maximum Settlement Amount”** means the maximum amount Defendants may be required to pay pursuant to this Settlement, which is the sum of One Hundred Thousand Dollars (\$100,000.00), excluding any of the employer Defendants’ share of FICA,

FUTA, and other similar, mandatory employer-side payroll taxes. In no event shall the Maximum Settlement Amount exceed the foregoing sum.

2. Release. As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by the Plaintiffs and all members of the Settlement Class of Defendants and their predecessors, successors, affiliates, agents, employees, assigns, members, officers, directors and administrators of all claims, demands, causes of action, rights, or liabilities, known and unknown, for the period from October 20, 2014 through December 31, 2017 that exist as of the Effective Date, or that were brought or could have been brought in this Lawsuit or which are based on any facts alleged in the operative Complaint, including claims with respect to a failure to provide and pay any wages for meal periods and/or rest breaks when the Settlement Class members were paid on an hourly basis by Defendants, including, but not limited to, any claims for missed or non-compliant meal periods, any claims for missed or non-compliant rest breaks, any claims for unpaid work performed during non-compliant meal periods and rest breaks, any claims for unpaid overtime arising from non-compliant meal periods and rest breaks, and penalties, enhancements, and attorneys' fees and costs attendant to any such claims.

Notwithstanding the above, Settlement Class Members who were classified as salaried exempt by Defendants for any period of time from October 20, 2014 to December 31, 2017 are not releasing any potential claims arising from their classification as exempt.

Except to the extent a Settlement Class Member presents a timely objection to this Settlement pursuant to the procedures herein, the Settlement Class Members waive their right to seek any form of appellate review over any order of judgment that is consistent with the terms of this Settlement Agreement.

3. Voiding the Settlement Agreement

A failure of the Court to approve the Class Fund amount shall render the entire agreement void and unenforceable as to all parties herein and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any party, and neither this Agreement nor any ancillary documents shall be admissible into evidence in this Lawsuit or in any other action or proceeding.

4. Payment by Defendants.

Subject to approval of the Settlement by the Superior Court, Defendants agree: (a) to pay the Service Awards, the Settlement Administration Expenses Award, and the Attorneys' Fees and Costs Award directly to recipients thereof by issuing a check in their respective names; and (b) to deposit the Class Fund into a Qualified Settlement Fund ("QSF") set up by the Settlement Administrator for purposes of processing the Settlement and paying the Settlement Awards. Defendants will not be responsible for making any additional payments except as expressly set forth below, whether to the Settlement Class Members, to the Named Plaintiffs, to Class Counsel, to the Settlement Administrator, or otherwise. By making the payments set forth above and funding the Qualified Settlement Fund, Defendants will fully discharge their financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Settlement Class Members, to the Named Plaintiffs, to Class Counsel, to the Settlement Administrator, or otherwise.

5. Calculation of Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class Members will be made by Class Counsel based on records that have been or will be submitted to Class Counsel by Defendants, which records are presumed to be accurate. Any data provided to Class Counsel or the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. Class Counsel and the Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law or Court order.

b. Class Counsel shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Settlement Class Members will be paid a pro rata share of the Class Fund based on Class Counsel's damages calculations, which take into account the hourly rates and number of auto-deductions, allegedly unrecorded meal periods and/or rest breaks by each Settlement Class Member as compared with the hourly rates and number of auto-deductions, allegedly unrecorded meal periods and/or rest breaks worked by all Settlement Class Members.

c. Class Counsel shall provide Defendants and the Settlement Administrator with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members. Defendants and the Settlement Administrator shall have ten (10) days after receiving this electronic report to review Class Counsel's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Class Counsel. Thereafter, the Parties shall confer within five (5) days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members.

d. **Allocation of Settlement Awards Between Wages and Non-Wages.** Twenty-five Percent (25%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Seventy-Five Percent (75%) of each Settlement Award will be treated non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Eligible Settlement Class Members. Except for mandatory employer-side payroll taxes, Plaintiffs and Class Members agree, acknowledge and understand that they are responsible for any and all taxes that may be owed as a result of this Agreement.

e. **Separate Payment of Employer-Side Payroll Taxes.** Defendants will separately fund the payment of the required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class Members (including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements).

6. Attorneys' Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorneys' Fees and Costs Award of no more than Sixty-Two Thousand Dollars (\$62,000.00).

7. Service Awards.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiffs shall receive a separate Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099 (marked "Other Income") shall be issued to the taxing authorities and Plaintiffs. Subject to approval by the Superior Court, the Service Award to each Plaintiff shall be in the amount of Five Hundred Dollars (\$500.00).

8. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries made by any member of the Proposed Class, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099), and performing all related tax reporting to taxing authorities and to Defendants.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel and Defendants, which data shall be presumed to be correct. In addition to the data described in Section 4, above, Defendants shall, within twenty-one (21) days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Settlement Class: name, last known address, last known email address (if any), and social security number. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law or Court order.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class Member). Each Proposed Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award. Within fourteen (14) days after the Notice Deadline, the Settlement Administrator shall provide Defendants and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely Exclusion Form in conformity with this Agreement; (2) an electronic

report setting forth the names and identities of all Proposed Class Members who did not submit a valid and timely letter requesting exclusion in conformity with this Agreement (“Exclusion Letter”); (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received. Defendants and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. Defendants and Class Counsel shall have ten (10) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to Defendants and Class Counsel, which results will include the names and identities of all Settlement Class Members and the identity of all individuals who opted out of the Settlement.

d. As part of seeking the Superior Court’s final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of no more than Four Thousand dollars (\$4,000.00). The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

9. Notice/Approval of Settlement Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, notifying the members of the Proposed Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the Superior Court to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Proposed Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order certifying the Settlement Class, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Proposed Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the “Preliminary Approval Order”).

c. Subject to the Superior Court’s approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within thirty (30) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement

Administrator send the Notice of Settlement to all Proposed Class Members by mail and email (as applicable).

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement.

(4) The Notice of Settlement shall also advise Settlement Class Members that they need do nothing (other than not affirmatively opt out) in order to receive a Settlement Award.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skiptrace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator may mail or email a Notice of Settlement and/or Exclusion Form to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member's request for the same.

f. No later than twenty one (21) days after the Notice Deadline, Class Counsel must file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class member with copies of their envelopes, and to respond to any objections to the settlement.

g. Subject to the Superior Court's availability and direction but no sooner than twenty-eight (28) days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiff. If the Superior Court finally approves the Settlement, the Parties will promptly and jointly ask the Superior Court to enter a Final Judgment dismissing the Case with

prejudice and without an award of attorneys' fees, expenses or costs to any Party except as provided herein.

h. After entry of the Final Judgment, the Superior Court shall have continuing jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

i. Within three (3) business days after the Effective Date, Defendants will issue and mail to Class Counsel checks for the monies reflected in the Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award. Within three (3) business days after the Effective Date, Defendants shall also deposit the Class Fund into the QSF. At that same time, Defendants will also transfer into the QSF an amount equal to the estimated employer share of the payroll taxes required on the W-2 payments made to Settlement Class Members (including employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements) as estimated by the Settlement Administrator. Thereafter, if there is any dispute relating to the amount needed for the employer share of required payroll taxes, the Parties and Settlement Administrator shall confer within five (5) days in an attempt to resolve this dispute. In the event they are unable to reach resolution of any such dispute, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the amount required for the employer share of payroll taxes. The QSF will hold all funds transferred by Defendants pending the issuance of the Settlement Awards to Settlement Class Members. Until the date that Defendants' funding of the QSF is due, Defendants shall have sole and complete control over all such funds and shall have no obligation to segregate such funds or to place them in escrow or to otherwise earmark them before the funding deadline.

j. The Settlement Administrator shall issue Settlement Award checks within fourteen (14) days of the Effective Date, and mail the same, along with the Forms W-2 and 1099 to each Settlement Class Member. There shall be two Settlement Award checks for each Settlement Class Member: one check for wages and one check for non-wages (penalties, enhancements, and prejudgment interest). The Settlement Administrator shall withhold and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each check for wages, and shall issue appropriate IRS Forms W-2 for each check for wages. The non-wages (penalties, enhancements, and prejudgment interest) check shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. Using the funds transferred into the QSF by Defendants for the employer share of the payroll taxes required on the W-2 payments, the Settlement Administrator will also pay all of the required employer share of payroll taxes in connection with issuing the wage checks to Settlement Class Members, including the employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, and local requirements. If there is an overpayment of employer's share of employer-paid taxes, then the Settlement Administrator shall return such overpayment to Defendants, not more than fourteen (14) days after payment of the employer's share of taxes.

k. No later than one hundred sixty (160) days after the Settlement Administrator issues the Settlement Award checks, Class Counsel shall file a Satisfaction of

Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court's jurisdiction over the Case.

Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skiptrace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member, Defendants shall instruct the member to contact the Settlement Administrator or Class Counsel. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Defendants with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by Defendants. In the event any QSF funds have not been distributed by one hundred twenty (120) days after the initial distribution of the Settlement Award checks, or any checks mailed to Settlement Class Members have not been negotiated within one hundred eighty (180) days after distribution of the Settlement Award checks, such funds shall be considered Residual Funds. These Residual Funds will be distributed, equally, to the Legal Foundation of Washington and the Fair Work Center by the Settlement Administrator. Defendants will not receive funds from any uncashed checks.

1. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

10. No Effect on Employee Benefits.

This Settlement, and any payments made under the Settlement to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

11. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement and Exclusion Form).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiffs and Defendants believe that this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

h. The Parties, and each of them, represent that they have not made, and that they will not make any disclosure of the fact of Settlement or any of the Settlement terms prior to Class Counsel filing the motion for preliminary approval with the exception of disclosures made to those persons who are within each Party's attorney-client privilege. The Parties agree that if a Class Member contacts either Party about the settlement of the class claims, the Parties will refer that individual to Class Counsel. The Named Plaintiffs agree that they shall not, at any time, either before or after the approval of this Settlement, make any comments relating to this Agreement or the settlement of the class action, except that they may state only that the matter is resolved and the Lawsuit has been terminated. Any questions from possible class members will be referred to Class Counsel.

i. The Parties, and each of them, agree that they have not and will not: (a) have contact with any member of the media regarding this Settlement; or (b) issue any press releases regarding this Settlement. Plaintiffs' counsel and Plaintiffs further agree that in response to any inquiry from the media, they will make no comment beyond referring the reporter making the inquiry to the Court file for this Case or to Class Counsel's notice website, which may contain information about the Settlement. Plaintiffs' counsel may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website will include factual information only (and may include a copy of the

Agreement approved by the Court and other pleadings filed with the Court.)) The content of the website will be subject to review and approval by Defendants' counsel, which approval will not be unreasonably withheld.

IT IS SO AGREED.

COUNSEL FOR PLAINTIFFS AND PROPOSED CLASS COUNSEL

COUNSEL FOR DEFENDANTS

TERRELL MARSHALL LAW GROUP PLLC

RYAN, SWANSON & CLEVELAND, PLLC

Maria Hoisington-Bingham
Toby Marshall
Counsel for Named Plaintiffs and Proposed Class Counsel



By **Hana Kern**
Counsel for Defendants Blue Ribbon Cooking, LLC and Vanessa Smith

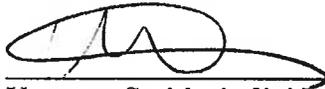
Dated: _____

Dated: 5/13/19

REKHI & WOLK, P.C.

DEFENDANTS

Hardeep S. Rekhi
Gregory Wolk
Jaime Heimerl
Counsel for Named Plaintiffs and Proposed Class Counsel



Vanessa Smith, individually and on behalf of her marital community

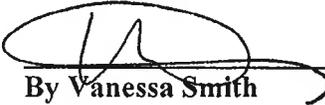
Dated: _____

Dated: 5/10/19

PLAINTIFFS AND PROPOSED CLASS REPRESENTATIVES

BLUE RIBBON COOKING, LLC

Rebecca Tatarsky, individually and on behalf of the Settlement Class



By **Vanessa Smith**
Member

Dated: _____

Dated: 5/10/19

Winona Wright, individually and on behalf of the Settlement Class

Agreement approved by the Court and other pleadings filed with the Court.)) The content of the website will be subject to review and approval by Defendants' counsel, which approval will not be unreasonably withheld.

IT IS SO AGREED.

COUNSEL FOR PLAINTIFFS AND PROPOSED CLASS COUNSEL

COUNSEL FOR DEFENDANTS

TERRELL MARSHALL LAW GROUP PLLC

RYAN, SWANSON & CLEVELAND, PLLC

**Maria Hoisington-Bingham
Toby Marshall**
Counsel for Named Plaintiffs and Proposed
Class Counsel

Hana Kern
Counsel for Defendants Blue Ribbon Cooking,
LLC and Vanessa Smith

Dated: _____

Dated: _____

REKHI & WOLK, P.C.

DEFENDANTS

**Hardeep S. Rekhi
Gregory Wolk
Jaime Heimerl**
Counsel for Named Plaintiffs and Proposed
Class Counsel

**Vanessa Smith, individually and on behalf of
her marital community**

Dated: May 1, 2019

Dated: _____

PLAINTIFFS AND PROPOSED CLASS REPRESENTATIVES

BLUE RIBBON COOKING, LLC

Rebecca Tatarsky, individually and on behalf of
the Settlement Class

**Vanessa Smith
Member**

Dated: _____

Dated: _____

Winona Wright, individually and on behalf of
the Settlement Class

Agreement approved by the Court and other pleadings filed with the Court.)) The content of the website will be subject to review and approval by Defendants' counsel, which approval will not be unreasonably withheld.

IT IS SO AGREED.

COUNSEL FOR PLAINTIFFS AND PROPOSED CLASS COUNSEL

COUNSEL FOR DEFENDANTS

TERRELL MARSHALL LAW GROUP PLLC

RYAN, SWANSON & CLEVELAND, PLLC

**Maria Hoisington-Bingham
Toby Marshall**
Counsel for Named Plaintiffs and Proposed Class Counsel

Hana Kern
Counsel for Defendants Blue Ribbon Cooking, LLC and Vanessa Smith

Dated: _____

Dated: 5/1/2019

DEFENDANTS

REKHI & WOLK, P.C.

Vanessa Smith, individually and on behalf of her marital community

**Hardeep S. Rekhi
Gregory Wolk
Jaime Heimerl**
Counsel for Named Plaintiffs and Proposed Class Counsel

Dated: _____

Dated: _____

BLUE RIBBON COOKING, LLC

PLAINTIFFS AND PROPOSED CLASS REPRESENTATIVES

**Vanessa Smith
Member**

Rebecca Tatarsky, individually and on behalf of the Settlement Class

Dated: _____

Dated: _____

Winona Wright, individually and on behalf of the Settlement Class

Agreement approved by the Court and other pleadings filed with the Court.)) The content of the website will be subject to review and approval by Defendants' counsel, which approval will not be unreasonably withheld.

IT IS SO AGREED.

COUNSEL FOR PLAINTIFFS AND PROPOSED CLASS COUNSEL

TERRELL MARSHALL LAW GROUP PLLC

**Maria Hoisington-Bingham
Toby Marshall**
Counsel for Named Plaintiffs and Proposed Class Counsel

Dated: _____

REKHI & WOLK, P.C.

**Hardeep S. Rekhi
Gregory Wolk
Jaime Heimerl**
Counsel for Named Plaintiffs and Proposed Class Counsel

Dated: _____

PLAINTIFFS AND PROPOSED CLASS REPRESENTATIVES

Rebecca Tatarsky

Rebecca Tatarsky, individually and on behalf of the Settlement Class

Dated: 4/29/19

Winona Wright, individually and on behalf of the Settlement Class

COUNSEL FOR DEFENDANTS

RYAN, SWANSON & CLEVELAND, PLLC

Hana Kern
Counsel for Defendants Blue Ribbon Cooking, LLC and Vanessa Smith

Dated: _____

DEFENDANTS

Vanessa Smith, individually and on behalf of her marital community

Dated: _____

BLUE RIBBON COOKING, LLC

[Name]

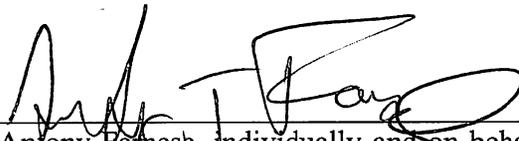
[Title]

Dated: _____

Dated: _____

Winona Wright, individually and on behalf of
the Settlement Class

Dated: _____



Anthony Farnese, individually and on behalf of
the Settlement Class

Dated: 4/26/19

Dated: _____



Winona Wright, individually and on behalf of
the Settlement Class

Dated: 4/26/19

Antony Farnese, individually and on behalf of
the Settlement Class

Dated: _____

EXHIBIT A
NOTICE OF
SETTLEMENT

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

Tatarsky et al. v. Blue Ribbon Cooking, LLC, et al.
King County Superior Court Civil Case No. 17-2-27465-8 SEA

— NOTICE OF SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All persons who, at any time between October 20, 2014 and DECEMBER 31, 2017 were employed by Blue Ribbon Cooking, LLC as an hourly-paid employee.

- Former employees brought claims against Blue Ribbon Cooking, LLC and Vanessa Smith (collectively, “Defendants” or “Blue Ribbon”), alleging a failure to provide compliant meal periods and rest breaks under Washington law. Blue Ribbon strongly denies these allegations.
- The Judge has not made any decisions about whether the lawsuit may be maintained as a class action, or about the merits of the claims or defenses. However, the parties to the Case have reached a proposed Class Action Settlement.
- As part of the Class Action Settlement, Blue Ribbon will make payments totaling \$100,000.00. These payments include settlement awards to Class Members, expenses for notifying class members and administering the settlement awards, service awards for the Class Representatives, and a payment of attorneys’ fees and costs to the attorneys representing the employees .
- To qualify for a share of this payment, you must have worked as an hourly paid employee for Defendants between October 20, 2014, and December 31, 2017, and have not excluded yourself from the Class Action Settlement or provided a declaration affirming you received all your breaks while working for Defendants. *See* Section 5.
- You do not have to do anything to be eligible to receive a share of the settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive a payment). You will be bound by the terms of the settlement and will give up your rights, if any, to separately maintain legal claims based on the claims and issues in this Case.
ASK TO BE EXCLUDED	You will get no payment. This is the only option that allows you to ever be a part of any other lawsuit against Blue Ribbon with respect to the legal claims in this Case.

OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still has to decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

Blue Ribbon’s records show that you worked as an hourly paid employee sometime between October 20, 2014, and December 31, 2017. The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who do not affirmatively request to be excluded from the Settlement and who did not affirmatively declare they received all breaks. *See* Section 5.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Plaintiffs, former employees Rebecca Tatarsky, Winona Wright, and Antony Farnese, claim that Blue Ribbon violated Washington State wage and hour laws by failing to provide meal periods and rest breaks and failing to pay for all time worked in conformity with the requirements of Washington law. Blue Ribbon has denied the Plaintiffs’ claims, denies any wrongdoing or liability and disputes that this lawsuit is properly maintainable as a class action.

The Honorable Patrick Oishi of the Superior Court for the State of Washington in and for King County is overseeing this Class Action. The lawsuit is known as *Tatarsky et al. v. Blue Ribbon, LLC, et al.*, King County Superior Court Civil Case No. 17-2-27465-8 SEA (the “Case”).

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee who sued, and who represents the Class, is called the Plaintiff.

The people the Plaintiff sues (in this case Blue Ribbon Cooking, LLC and Vanessa Smith) are called the Defendants. In a class action, one court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. This allows the parties to avoid the risks, costs and uncertainties of an expensive trial for both the Plaintiffs and the Defendants. The Class Representatives and their attorneys have carefully considered these and other factors, and they think the Settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

For the purpose of Settlement of the Case, everyone who fits the following description is a Class Member, subject to the exception below:

All current and former hourly employees who worked at any time for the Defendants between October 20, 2014 and December 31, 2017.

Notwithstanding this definition, 54 of these employees signed declarations affirming they received all breaks while working for Defendants and are therefore excluded as a Class Member. This exclusion does NOT include Plaintiffs nor Class Member Nikole Barber.

If the Settlement is approved, it will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

THE TERMS OF THE SETTLEMENT

6. What claims are covered by the Settlement?

The Settlement covers the periods of time in which Settlement Class Members worked for Blue Ribbon and were paid on an hourly basis and resolves all claims for failure to provide and pay for meal periods and/or rest breaks during those periods. These resolved claims include, but not limited to, any claims for missed or non-compliant meal periods; any claims for missed or non-compliant rest breaks; any claims for unpaid work performed during non-compliant meal periods and rest breaks; any claims for unpaid overtime arising from non-compliant meal periods and rest breaks; and penalties, enhancements, and attorneys' fees and costs attendant to any alleged missed or non-compliant meal periods and rest breaks.

7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

As part of the Settlement, Blue Ribbon will make the following payments, which total \$100,000.00:

- **Class Fund:** Blue Ribbon will pay \$32,500.00, which will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.

- **Service Award:** Blue Ribbon will pay \$500.00 to each Plaintiff and Class Representative Rebecca Tatarsky, Winona Wright, and Antony Farnesee as a service award in recognition of their efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** Blue Ribbon will pay \$4,000.00 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members, and handling tax reporting requirements.
- **Attorneys' Fees and Costs Award:** Blue Ribbon will pay \$62,000.00 to Plaintiffs' attorneys for the attorneys' fees and litigation costs they have incurred and will incur through final judgment in representing Plaintiffs and the Settlement Class.

Monetary Relief: The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Your settlement payment will be calculated based on an analysis of your time records at Blue Ribbon, which includes your hours worked and rates of pay. The calculation of the settlement award for each individual Settlement Class Member will be as pro rata portion based on damage calculations of Plaintiffs' counsel in hourly-paid workweeks. Plaintiffs' counsel will calculate class member shares in a spreadsheet to be provided to the Settlement Administrator within 10 days of the Court granting final approval. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been deposited within one hundred eighty (180) days after distribution, the funds from those checks will be considered Residual Funds. These Residual Funds will be distributed, equally to the Legal Foundation of Washington and the Fair Work Center by the Settlement Administrator. Blue Ribbon will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: Twenty-Five Percent (25%) of each Settlement Class Member's settlement award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Seventy-Five Percent (75%) of each Settlement Class Member's settlement award will be treated as non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099 (marked "Other Income") shall be issued to the taxing authorities and the Settlement Class Member. In addition to the monies it is contributing to the Settlement Fund described above, Blue Ribbon is also paying all required employer-paid taxes incurred as part of the Settlement. Blue Ribbon's payment of these employer-paid taxes will not decrease the funds available to Settlement Class Members.

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all claims against Defendants that were brought or could have been brought based on any facts alleged in the Complaint in this Case with respect to a failure to provide and pay for meal periods and/or rest breaks when the Settlement Class Member was paid on an hourly basis by Defendants during the period from October 20, 2014 through December 31, 2017. This Release specifically includes any claims for wages, overtime, penalties, interest, fees, costs, attorneys' fees and all other forms of relief that were sought or that could have been sought

based on the facts alleged in the Complaint relating to missed, interrupted, or non-compliant meal periods and rest breaks. This release does not cover any periods of time that Class Members worked for Blue Ribbon and were classified as exempt from overtime.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice, but shall retain jurisdiction to enforce the terms of the settlement.

HOW YOU CAN GET PAYMENT

8. How can I get a payment?

To get a payment, you need do nothing. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on **[HEARING DATE]** to decide whether to finally approve the settlement. If the King County Superior Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at **[WEBSITE]**. If there is no appeal, we expect payments will go out within approximately sixty (60) days of the Court's final approval of the Settlement. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firms of Terrell Marshall Law Group, PLLC, and Rekhi & Wolk, P.S., are qualified to represent you and all Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorneys' fees and costs in the amount of \$62,000, which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case since October 2017 and have not received any fees or reimbursements for the costs of the lawsuit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by **[NOTICE DEADLINE]**. You may be excluded as a member of the class by submitting a written request stating, "I request that I be excluded from the Class in the case of "Tatarsky et al. v. Blue Ribbon Cooking, LLC et al." The

request must include your name, your address, and your signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than **[NOTICE DEADLINE]**:

[SETTLEMENT ADMINISTRATOR & ADDRESS]

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Section 7, above. This means you will retain the right at your own expense, to pursue any claims you may have against Blue Ribbon.

OBJECTING TO THE SETTLEMENT

13. If I don't like the Settlement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Tatarsky et al. v. Blue Ribbon Cooking, LLC, et al.*, King County Superior Court Civil Case No. 17-2-27465-8 SEA), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]**:

[SETTLEMENT ADMINISTRATOR & ADDRESS]

THE COURT'S FAIRNESS HEARING

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at **[HEARING TIME]** on **[HEARING DATE]**, at the King County Superior Court, 516 3rd Ave, Seattle, WA 98104, before Judge Patrick Oishi, Department 24, Courtroom Number **W-1060**. If there are objections, the Court will consider them. Judge Patrick Oishi will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel's request for attorneys' fees, costs, Settlement Administration Expenses, and Service Awards for the named Plaintiffs. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Patrick Oishi may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in *Tatarsky et al. v. Blue Ribbon Cooking, LLC, et al.* King County Superior Court Civil Case No. 17-2-27465-8 SEA." Be sure to include

your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the four addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
<p>Hon. Patrick Oishi King County Superior Court 516 3rd Ave, Room C-203 Seattle, WA 98104</p>	<p>Toby J. Marshall Maria Hoisington-Bingham Terrell Marshall Law Group PLLC 936 N 34th Street, Suite 300 Seattle, WA 98103</p> <p>Gregory A. Wolk Hardeep Rekhi Jaime Heimerl Rekhi & Wolk, P.S. 529 Warren Avenue N, Suite 201 Seattle, WA 98109</p>	<p>Hana A. Kern Ryan, Swanson & Cleveland, PLLC 1201 Third Avenue, Suite 3400 Seattle, WA 98101</p>

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Section 7, above.

GETTING MORE INFORMATION

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator, **[SETTLEMENT ADMINISTRATOR & ADDRESS]**, or by visiting the website **[WEBSITE]**, which has a copy of the Settlement Agreement posted. You may also call the Settlement Administrator with questions regarding the Settlement at **[TELEPHONE NUMBER]**. Plaintiffs’ motion for final approval of the settlement agreement, including Class Counsel’s request for attorneys’ fees, costs, Settlement Administration Expenses, and a Service Award for the named Plaintiffs will be available for you to review on **[DATE]** at **[WEBSITE URL]**.