

1 THE HONORABLE SEAN O'DONNELL
2 Department 29
3 Noted for Hearing: September 21, 2016
4 Without Oral Argument
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8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
9 IN AND FOR KING COUNTY

10 JON BODILY, on his own behalf and on the
11 behalf of all others similarly situated, and NORA
12 SNIDER, on her own behalf and on the behalf of
13 all others similarly situated,

14 Plaintiffs,

15 v.

16 SKAGIT TRANSPORTATION, INC., a
17 Washington corporation,

18 Defendant.

NO. 13-2-19306-0 SEA

~~PROPOSED~~ ORDER
GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

19 WHEREAS, Plaintiffs JON BODILY and NORA SNIDER have applied for an order
20 preliminarily approving the settlement of this action as stated in the Settlement Agreement
21 (attached as Exhibit 1 to the Declaration of Gregory A. Wolk in support of Plaintiffs' Motion
22 for Preliminary Approval), which sets forth the terms and conditions for a proposed settlement
23 of this class action and for dismissal of the action with prejudice upon the terms and conditions
set forth therein;

WHEREAS, the Court has read and considered the Settlement Agreement, the exhibit
attached thereto, and the briefing submitted in support of preliminary approval of the settlement
and is fully advised;

1 NOW, THEREFORE, IT IS HEREBY ORDERED:

2 Unless otherwise provided herein, all capitalized terms in this Order shall have the
3 same meaning as set forth in the Settlement Agreement.

4 The Court preliminarily approves the Settlement Agreement and the terms set forth
5 therein, and as identified and explained in Plaintiffs' Motion for Preliminary Approval—
6 including the relief afforded the Settlement Class, the Service Award to the Class
7 Representatives, the appointment of the Settlement Administrator, and the payment of
8 attorneys' fees and costs to Class Counsel—as being fair, reasonable and adequate. The
9 Settlement Agreement is the result of extensive settlement discussions and arm's-length
10 negotiations between experienced attorneys who are familiar with class action litigation in
11 general and with the legal and factual issues of this case in particular.

12 A final fairness hearing ("Final Fairness Hearing"), for purposes of determining
13 whether the settlement should be finally approved, shall be held before this Court on
14 DECEMBER 12, 2016, at 8:30 a.m. in the courtroom of the Honorable Sean
15 O'Donnell at King County Superior Court, 516 3rd Avenue, Room C-203, Seattle, Washington
16 98104-2386. At the hearing, the Court will hear arguments concerning whether the proposed
17 settlement on the terms and conditions provided for in the Settlement Agreement should be
18 granted final approval by the Court as fair, reasonable and adequate.

19 The Court approves, as to form and content, the Notice documents to be sent to the
20 Class Members, which include the Claim Form attached to the Settlement Agreement as
21 Exhibit A. In addition, the Court finds that distribution of the Notice documents substantially
22 in the manner set forth in this Order will meet the requirements of due process and applicable
23 law, will provide the best notice practicable under the circumstances, and shall constitute due
and sufficient notice to all individuals entitled thereto.

The procedure for distributing the Notice documents shall be as follows:

1 (a) Within 5 (five) calendar days after the
2 Superior Court gives preliminary approval to the Settlement,
3 Defendant will provide Class Counsel, to the extent not already
4 provided, a "Class List" containing the names, the last known
5 addresses, period(s) of employment, and social security numbers
6 (to be used only to locate correct addresses) for Settlement Class
7 Members and Potential Class Members, and will cooperate in
8 finding correct addresses for those whose last known addresses
9 are incorrect.

10 (b) Within ten (10) days after the Superior
11 Court gives preliminary approval to the Settlement, the Settlement
12 Administrator shall mail Notice to all Settlement Class Members
13 and Potential Class Members. The Notice mailed to Settlement
14 Class Members shall describe the claims process and shall advise
15 Class Members of their right to object to the Settlement and the
16 process by which such objections must be made.

17 (c) Should any Notice be returned as
18 undeliverable, the Settlement Administrator shall attempt one
19 trace to locate a good address and, if located, shall make a second
20 attempt at mailing the Notice. If such Notice is again returned as
21 undeliverable, no further attempts at delivery of the Notice shall
22 be made.

23 The Settlement Administrator shall provide the Parties with an electronic report setting
forth the name and identity of any Settlement Class Members or Potential Class Members who
submit a Claim Form and the results of the Settlement Administrator's eligibility
determinations. Plaintiffs and Defendant shall be entitled to verify the Claim Forms and

1 eligibility determinations made by the Settlement Administrator at their option and at their own
2 expense.

3 Settlement Class Members who wish to object to the Settlement must submit to the
4 Settlement Administrator a written statement objecting to the Settlement. Such written
5 statement must be postmarked or delivered to the Class Counsel no later than forty-five (45)
6 days after the Initial Mailing Date. The Settlement Notice shall provide instructions regarding
7 how to make objections.

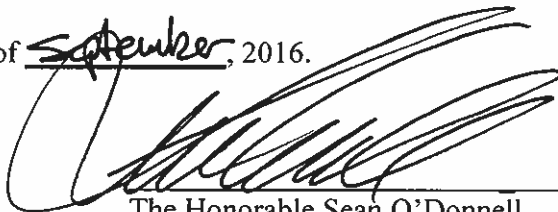
8 All papers in support of final approval of the Settlement Agreement shall be filed and
9 served no later than fifty-five (55) days after the Initial Notice Mailing Date.

10 At the Final Fairness Hearing, the Court shall determine whether the proposed
11 Settlement Agreement shall be finally approved.

12 The Court reserves the right to adjourn the date of the Final Fairness Hearing without
13 further notice to the Settlement Class Members and retains jurisdiction to consider all further
14 applications arising out of or connected with the proposed Settlement Agreement.

15 If final approval does not occur, or if the Settlement Agreement is terminated or
16 canceled pursuant to its terms, the Parties shall be deemed to have reverted to their respective
17 status as of the date and time immediately prior to the execution of the Settlement Agreement,
18 and the Settlement Agreement shall be deemed null and void, shall be of no force or effect
19 whatsoever, and shall not be admitted, referred to or utilized by any party for any purpose
20 whatsoever.

21 Entered this 29th day of September, 2016.



22 The Honorable Sean O'Donnell
23 Superior Court Judge

1 PRESENTED BY:

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