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SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

KEVIN SNIDER, on behalf of himself and all
others similarly situated;

Plaintiff,

v.

WILSON LOGISTICS, INC., a Missouri
corporation; and JIM PALMER TRUCKING
COMPANY, a Montana corporation,

Defendants.

No. 18-2-19565-9 SEA

ORDER GRANTING PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

This matter has come before the court for consideration of Plaintiff Kevin Snider's
Unopposed Motion for Preliminary Approval of Class Action Settlement. The court has
reviewed the following documents:

	<u>Pleading</u>	<u>Dkt. No.</u>
Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement		35
Notice of Hearing on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement		36

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Pleading

Dkt. No.

Declaration of Gregory A. Wolk in Support of Plaintiff’s Unopposed
Motion for Preliminary Approval of Class Action Settlement

37

Declaration of Erika L. Nusser in Support of Plaintiff’s Unopposed
Motion for Preliminary Approval of Class Action Settlement

38

WHEREAS, Plaintiff Kevin Snider has applied for an order preliminarily approving the settlement of this action as stated in the Settlement Agreement (attached as Exhibit 1 to the Declaration of Gregory A. Wolk in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (Dkt. 37)), which sets forth the terms and conditions for a proposed class action settlement 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 thereto, and the briefing submitted in support of preliminary approval of the settlement and is fully advised;

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

1. The Court preliminarily approves the Settlement Agreement and the terms set forth therein—including the relief afforded the Settlement Class, the service award to the Plaintiff, the attorneys’ fees and costs award to Class Counsel, and the Settlement Administration expenses award—as being fair, reasonable and adequate. The Settlement Agreement is the result of arm’s length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular.

2. The Court provisionally certifies the proposed settlement class for the following reasons.

1 3. The numerosity requirement is satisfied because the parties have identified 55 individuals
2 who comprise the Settlement Class. *See* CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App.
3 815, 821, 64 P.3d 49 (2003).

4 4. The commonality requirement is satisfied because there are overarching questions of law
5 and fact common to the Settlement Class, including whether Defendants failed to pay Settlement
6 Class Members with the rest breaks to which they are entitled under Washington law, whether
7 Defendants failed to pay the Settlement Class Members a minimum wage under Washington law
8 for their attendance at Defendants' mandatory orientation, whether Defendants failed to pay the
9 Settlement Class Members a minimum wage under Washington law for their work while "on
10 duty not driving", whether Defendants failed to pay the Settlement Class Members the reasonable
11 equivalent of overtime under Washington law for their work in excess of forty hours per week,
12 and whether Defendants' conduct was willful. *See* CR 23(a)(2); *Smith v. Behr Process Corp.*,
13 113 Wn.App. 306, 320, 54 P.3d 665 (2002).

14 5. The typicality requirement is satisfied because Plaintiff's claims arise from the same
15 course of conduct that gives rise to the claims of other Settlement Class Members and are based
16 on the same legal theories, namely the allegation that Defendants violated Washington's
17 Minimum Wage Act, and other applicable Washington wage laws and regulations, by failing to
18 pay them their rest breaks, minimum wages, and overtime, and whether such conduct was willful.
19 *See* CR 23(a)(3); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 684, 267 P.3d 383 (2011).

20 6. The adequacy requirement is satisfied because Plaintiff's interests are coextensive with,
21 and not antagonistic to, the interests of the other Settlement Class Members and is represented
22 by qualified counsel. *See* CR 23(a)(4); *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D.
23 Wash. 2003). Plaintiff alleged he has suffered the same injuries as Settlement Class Members, as
24 set forth above.

1 7. The predominance requirement is satisfied because there is a “common nucleus of
2 operative facts” to each Settlement Class Member’s claim, and all Settlement Class Members
3 were subject to the same conduct by Defendants. *See* CR 23(b)(3); *Behr*, 113 Wn. App. at 323.

4 8. The superiority requirement is satisfied because the resolution of approximately 55 claims
5 in one action is far superior to individual lawsuits and promotes consistency and efficiency of
6 adjudication. *See* CR 23(b)(3).

7 9. Plaintiff Snider is designated and appointed as the representative of the Settlement Class
8 for purposes of settlement.

9 10. The Court certifies the following Settlement Class for purposes of settlement:

10 This Settlement Agreement is entered into on behalf of the 55 drivers who
11 worked for Defendants while residing in Washington at any time from
12 August 3, 2015 to the date of this Order, and who have been identified by
13 Defendants as proposed Class members in this Action, exclusive of any
14 person who timely opts out of the Settlement.

15 11. The Court appoints as Class Counsel the law firms of Terrell Marshall Law Group, PLLC
16 and Rekhi & Wolk, P.S.

17 12. The Court appoints Simpluris as Settlement Administrator. The Court approves the
18 Settlement Administrator to perform the functions required by the terms of the Settlement
19 Agreement. The Court also approves reasonable compensation and costs to the Settlement
20 Administrator in accordance with the Settlement Agreement.

21 13. A final fairness hearing (“Final Fairness Hearing”) for purposes of determining whether
22 the Settlement should be finally approved, shall be held before the Court on **November 7, 2019,**
23 **at 3:30 p.m.** in the courtroom of the Judge John Ruhl at King County Superior Court, **516 3rd**
24 **Ave., Courtroom E-847, Seattle, Washington.**

25 14. At the hearing, the Court will hear arguments concerning whether the proposed
26 Settlement and the terms and conditions provided for in the Settlement Agreement should be
granted final approval by the Court as fair, reasonable and adequate. The Court will also consider

1 Class Counsel’s motion for attorneys’ fees and costs and for a service payment to the Class
2 Representative, and rule on any other matters that the Court deems appropriate.

3 15. The Court approves, as to form and content, the Notice of Settlement to be sent to the
4 members of the Settlement Class, which is attached to the Settlement Agreement as Exhibit A.
5 In addition, the Court finds that distribution of the Notices substantially in the manner set forth
6 in Paragraph 15 of this Order and Section II.H of the Settlement Agreement will meet the
7 requirements of due process and applicable law, will provide the best notice practicable under
8 the circumstances, and will constitute due and sufficient notice to all individuals entitled thereto.

9 16. The procedure for distributing notice shall be as follows:

10 a. Within seven days of the date of this Order, Defendants shall produce to
11 the Settlement Administrator for each Settlement Members in MS Excel format: name, last
12 known address, and last known telephone number.

13 b. No later than ten days after receipt of the above name and contact
14 information, or ten days of this Order, whichever is later, the Settlement Administrator shall issue
15 notice to all Settlement Class Members (“Class Notice”). The date on which Class Notices are
16 sent shall be deemed the “Initial Notice Mailing Date.”

17 c. Before mailing the Class Notices, the Settlement Administrator will
18 perform normal and customary address updates and verifications as necessary.

19 d. The Class Notice shall provide that Settlement Class Members may
20 exclude themselves from the Settlement by submitting a written request which must be
21 postmarked and received by the Settlement Administrator within forty days from the Initial
22 Notice Mailing Date.

23 e. If a Class Notice is returned as undeliverable with a forwarding address
24 provided by the United States Postal Service, the Settlement Administrator will promptly resend
25 the Class Notice to that forwarding address. If a Class Notice is returned as undeliverable and

1 without a forwarding address, the Settlement Administrator will perform one skip trace only, and
2 if it obtains a more recent address, will resend the Class Notice.

3 f. The Settlement Administrator shall also mail, and email if applicable, a
4 Class Notice to any Class Member who contacts the Settlement Administrator or one of the
5 Parties and requests a Class Notice.

6 17. No later than twenty-one (21) days from the deadline for Settlement Class Members to
7 submit exclusions and objections to this Settlement Agreement, Class Counsel shall file a motion
8 requesting that the Court grant final approval of the Settlement Agreement and enter final
9 judgment as to Defendants in the Action.

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

13 19. If the Court does not enter an order finally approving the Settlement, or if the Settlement
14 does not become final for any other reason, then the action shall proceed as if the Settlement
15 Agreement had not been executed.

16 Date: August 2, 2019.

17 s/ John R. Ruhl

18 John R. Ruhl, Judge

1 Presented by:

2 **REKHI & WOLK, P.S.**

3 By: /s/ Gregory A. Wolk, WSBA No. 28946

4 Gregory A. Wolk, WSBA No. 28946

5 Hardeep S. Rekhi, WSBA No. 34579

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21 *Attorneys for Plaintiff*

King County Superior Court
Judicial Electronic Signature Page

Case Number: 18-2-19565-9
Case Title: SNIDER VS WILSON LOGISTICS INC ET ANO
Document Title: ORDER GRTG P'S MF PRELIM APPROV OF STLMT
Signed by: John Ruhl
Date: 8/2/2019 1:02:30 PM

A rectangular box containing a handwritten signature in black ink that reads "John R Ruhl".

Judge/Commissioner: John Ruhl

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 6A525D55EB6EDD1D8D3683F58F2E80754B69D73B
Certificate effective date: 3/18/2019 8:27:16 AM
Certificate expiry date: 3/18/2024 8:27:16 AM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="John Ruhl:
3AXS1AvS5hGZA1z3AFk6yQ=="