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

SARAH CHASEN and SHANEQUAY
YOUNG, individually and on behalf of all others
similarly situated,

Plaintiff(s),

v.

ALLIANCE BUILDING SERVICES,

Defendant(s).

No. 24-2-02041-1

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

Plaintiffs Sarah Chasen and Shanequay Young have applied for an order preliminarily approving the settlement of this class action as described in the Settlement Agreement (attached as **Exhibit A** to the Declaration of Nolan Lim in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement). The Court has considered the Settlement Agreement, the exhibit attached thereto, and the briefing and declaration submitted in support of preliminary approval of the settlement and is fully advised.

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

1 2. For purposes of settlement, this Court certifies this case as a class action under Civil
2 Rule 23. For the reasons stated in Plaintiffs’ Motion for Preliminary Approval of Class Action
3 Settlement, the Settlement Class satisfies the elements of Civil Rule 23(a) and Civil Rule 23(b)(3)
4 and thus a class action, for purposes of settlement, is appropriate.

5 3. The Court certifies the following Settlement Class for purposes of settlement:

6 All current and former non-exempt employees of Defendant who worked in Washington
7 State at any time from January 21, 2021 through July 31, 2024.

8 3. The Court appoints Plaintiffs Sarah Chasen and Shanequay Young as class
9 representatives for the Settlement Class. Plaintiffs’ claims are typical of the claims of the
10 Settlement Class under Civil Rule 23(a)(3) for settlement purposes, and Plaintiffs satisfy the
11 adequacy of representation requirement of Civil Rule 23(a)(4) for settlement purposes because
12 their interests are coextensive with, and not antagonistic to, the interests of the Settlement Class.

13 4. The Settlement Class is sufficiently numerous to meet the requirement of CR 23(a)(1). The
14 case presents common issues of law and fact for the Settlement Class. CR 23(a)(2). The common
15 issues in the case predominate over any individualized issues and a class action is superior to
16 other available methods for the fair and efficient adjudication of the controversy. CR 23(b)(3).

17 5. The Court preliminarily approves the Settlement Agreement and the terms set forth
18 therein – including the relief afforded the Settlement Class, service awards to the class
19 representatives, award of attorneys’ fees to Class Counsel, costs payment to Class Counsel, and
20 the payment of settlement administration expenses to Settlement Administrator CPT Group
21 (“CPT”) as being fair, reasonable and adequate. The Settlement Agreement is the result of
22 extensive settlement discussions and arm’s-length negotiations between experienced attorneys
23 who are familiar with class action litigation in general and with the legal and factual issues of
24 this case in particular.

25 6. The Court approves Nolan Lim of Nolan Lim Law Firm, PS and Douglas Han and
26 Shunt Tatavos-Gharajeh as Class Counsel for the Settlement Class.

1 7. The Court appoints CPT as Settlement Administrator. The Court approves the
2 Settlement Administrator to perform the functions required by the terms of the Settlement
3 Agreement. The Court also approves reasonable compensation and costs to the Settlement
4 Administrator in an amount not to exceed \$20,000. The Settlement Administration Expenses
5 shall be paid out of the total Settlement Amount.

6 8. A Final Fairness Hearing for purposes of determining whether the Settlement should
7 be finally approved, shall be held before this Court on January 10, 2025 (which is no sooner than
8 61 calendar days after entry of this preliminary approval order) at 9:00 AM in the courtroom of
9 the Honorable Cindi Port at King County Superior Court, or by telephone or videoconference as
10 directed by the Court. At the hearing, the Court will hear arguments concerning whether the
11 proposed settlement and the terms and conditions provided for in the Settlement Agreement
12 should be granted final approval by the Court as fair, reasonable, and adequate.

13 9. The Court approves, as to form and content, the Notice to be sent to the Settlement
14 Class Members, attached to the Settlement Agreement as **Exhibit 1**. In addition, the Court finds
15 that distribution of the Notice and Claim Form substantially in the manner set forth in Paragraph
16 10 of this Order will meet the requirements of due process and applicable law, will provide the
17 best notice practicable under the circumstances, and will constitute due and sufficient notice to
18 all individuals entitled thereto.

19 10. The procedure for distributing the Notice shall be as follows:

20 (a) Within ten (10) calendar days of the date of this Order, the Settlement
21 Administrator shall mail and email the Notice and Claim Form to all Settlement
22 Class Members (“Initial Mailing Date”). The Notice and Claim Form mailed and
23 emailed to Settlement Class Members shall describe the Settlement and shall
24 advise Settlement Class Members of their right to object to the Settlement and the
25 process by which such objections must be made. The Notice and Claim Form also
26 shall inform Settlement Class Members of their right to exclude themselves from
the settlement and explain the exclusion process.

1 (b) Should any mailed Notice and Claim Form be returned as undeliverable, the
2 Settlement Administrator shall attempt one trace to locate a good address and, if
3 located, shall make a second attempt at mailing the Notice. If such Notice and
4 Claim Form is again returned as undeliverable, no further attempts at delivery of
5 the Notice and Claim Form are required to be made. Notwithstanding the
6 foregoing, the Settlement Administrator may mail or email a Notice to a
7 Settlement Class Member at an address or email address obtained by other means
8 if the Settlement Class Member's Notice is returned as undeliverable or upon the
9 Settlement Class Member's request for the same (*e.g.*, if Plaintiffs, Defendant, or
10 another Settlement Class Member provides Class Counsel an address or email
11 address for a Settlement Class Member not previously provided by Defendant or
12 obtained through a trace).

13 11. A Settlement Class Member who wishes to exclude himself or herself from this
14 settlement must submit a timely and valid written request for exclusion to Class Counsel as
15 described in Section III.K.3.c of the Settlement Agreement. To be timely, the exclusion request
16 must be postmarked or emailed no later than thirty (30) calendar days following the Initial
17 Mailing Date.

18 12. Initial papers in support of final approval of the settlement, including Class Counsel's
19 request for attorneys' fees and costs, shall be filed and served no later than sixteen (16) calendar
20 days after the Initial Mailing Date.

21 13. Settlement Class Members who wish to object to the Settlement Agreement must file
22 with the Court and submit to the Parties' counsel a written statement objecting to the settlement
23 as described in Section III.K.3.b of the Settlement Agreement. Such written statement must be
24 filed and postmarked or delivered to Class Counsel and Defendant's counsel no later than thirty
25 (30) calendar days after the Initial Mailing Date. The Notice shall provide instructions regarding
26 how to make objections.

1 14. Papers responding to any objections to the Settlement shall be filed and served no
2 later than forty-four (44) calendar days after the Initial Mailing Date.

3 15. The Court reserves the right to adjourn the date of the Final Fairness Hearing without
4 further notice to the Settlement Class Members and retains jurisdiction to consider all further
5 applications arising out of or connected with the proposed settlement.

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7 Entered this _____ day of _____.

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9 _____
10 The Honorable Cindi Port
11 KING COUNTY SUPERIOR COURT JUDGE
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King County Superior Court
Judicial Electronic Signature Page

Case Number: 24-2-02041-1
Case Title: CHASEN ET ANO VS ALLIANCE BUILDING SERVICES
Document Title: ORDER
Signed By: Cindi Port
Date: October 31, 2024



Judge: Cindi Port

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

Certificate Hash: 35E902175D6BCFBE416A7DC3ECA4B64834A5D5AC
Certificate effective date: 4/30/2020 10:19:11 AM
Certificate expiry date: 4/30/2025 10:19:11 AM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Cindi Port: GE3inpRJ6RGCb9i4jC11QQ=="