

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

ALEXANDRA BRADLEY, LENA ZELL,
and EVAN GALLO, on behalf of themselves
and all others similarly situated,

Plaintiff,

v.

CANLIS, INC., a Washington corporation;
BRIAN CANLIS, an individual, MARK
CANLIS, an individual,

Defendants.

Case No.: 23-2-12427-8 SEA

**ORDER GRANTING PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

On July 31, 2024, this Court entered the Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”); and individual notice complying with Civil Rule 23 was sent to the last-known address of each member of the Settlement Class; and on October 11, 2024, a fairness hearing on final approval of the settlement was held before the Court; and

The Court, being advised, finds that good cause exists for entry of the below Order; now, therefore,

IT IS HEREBY FOUND AND ORDERED THAT:

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. The Court finds that notice to the Settlement Class has been completed in
2 conformity with the Preliminary Approval Order. The Court finds that this notice was the best
3 notice practicable under the circumstances, that it provided due and adequate notice of the
4 proceedings and of the matters set forth therein, and that it fully satisfied all applicable
5 requirements of law and due process.

6 3. The Court finds it has personal and subject matter jurisdiction over all claims
7 asserted in this litigation with respect to all members of the Settlement Class and Subclasses.

8 4. Pursuant to Civil Rule 23, the Court has certified the following Settlement Class
9 and Subclasses for purposes of settlement:

10 Stage Class: All current and former non-managerial employees of Canlis
11 who were required to perform unpaid work on their first day of work or
12 “stage” shift for Canlis during the time period from July 11, 2020,
through February 23, 2024.

13 Service Charge Subclass: All current and former non-managerial
14 employees of Canlis working in positions participating in the tip pool
15 system used by Canlis, including servers, hosts, and kitchen staff, during
the time period from July 11, 2020, through February 23, 2024.

16 Rest Break Subclass: All current and former employees of Canlis
17 working as servers who were not provided rest breaks during the time
18 period from July 11, 2020, through February 23, 2024.

19 5. In connection with this certification, the Court has made the following findings:

20 a. The Settlement Class and Subclasses are so numerous that joinder of all
21 members is impracticable;

22 b. There are questions of law or fact common to the Settlement Class and
23 Subclasses;

24 c. Plaintiffs’ claims are typical of the Settlement Class and Subclasses;

25 d. Plaintiffs and their counsel are capable of fairly and adequately protecting
the interests of the Settlement Class and Subclasses;

 e. Common questions of law and fact predominate over questions affecting

1 only individual Settlement Class and Subclass Members. Accordingly, the Settlement Class and
2 Subclasses are sufficiently cohesive to warrant settlement by representation; and

3 f. Certification of the Settlement Class and Subclasses is superior to other
4 available methods for the fair and efficient adjudication of the claims of the Settlement Class
5 and Subclass Members.

6 6. The Court has appointed Alexandra Bradley, Lena Zell, and Evan Gallo as Class
7 Representatives for the Settlement Class and Subclasses.

8 7. The Court has appointed Matt O’Laughlin, Amy Maloney, and Steven Toff of
9 Maloney O’Laughlin, PLLC as Class Counsel for the Settlement Class and Subclasses.

10 8. There have been no objections made by any of the Settlement Class or Subclass
11 Members. A court may infer a class action settlement is fair, adequate, and reasonable when few
12 class members object to it. *See Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178,
13 200-01 (2001) (approving settlement with almost fifty objections). The Court finds that the
14 settlement is fair, adequate, and reasonable and the result of good faith, arm’s length
15 negotiations by the parties, represented by qualified counsel.

16 9. The terms set forth in the settlement, including the total settlement payment of
17 \$1,450,000, are approved as fair, adequate, and reasonable in light of the degree of recovery
18 obtained in relation to the risks faced by the Settlement Class and Subclasses. The relief
19 provided to the Settlement Class and Subclasses under the Settlement Agreement is appropriate
20 as to the individual members of the Settlement Class and Subclasses and as a whole.

21 10. In *Bowles v. Dep’t of Ret. Sys.*, 121 Wn.2d 52, 72 (1993), the Washington
22 Supreme Court held that the “percentage of recovery approach is used in calculating fees” for
23 common fund class action settlements like this one. The benchmark in Washington for an
24 attorney fee award in a common fund settlement is 25 percent of the fund. *Id.* at 72-73. In
25 accordance with *Bowles*, Class Counsel seek a benchmark fee of 25 percent of the common

1 fund. The Court finds no “special circumstances” to depart from the benchmark award of 25
2 percent in this case. *Id.* at 73. The Court therefore approves the payment of \$362,500 in attorney
3 fees to Class Counsel as fair and reasonable based on the “percentage of recovery” approach.
4 The approved attorney fee award of \$362,500 is exactly 25 percent of the \$1,450,000 common
5 fund. The 25 percent fee is within the range of reasonableness set forth in *Bowles* and is
6 consistent with fee awards in similar wage and hour class actions. The Court reaches the
7 conclusion that the 25 percent fee award to Class Counsel is reasonable in this case after
8 analyzing (1) the substantial financial recovery for Class and Subclass Members; (2) the diligent
9 effort of Class Counsel in litigating the Class claims; (3) Class Counsel’s substantial experience
10 in complex litigation and the skill used to achieve the settlement; (4) the hurdles to maintaining
11 certification of the Class and establishing Defendants’ liability and damages at trial; (5) the
12 substantial risks Class Counsel took in litigating this case on a contingency basis and paying all
13 costs; (6) the fact that Class Counsel had to forgo other work due to their duties and obligations
14 to the Class; (7) the high-quality work Class Counsel performed; and (8) the complexity of the
15 litigation and scope of discovery.

16 11. For common fund settlements, reasonable litigation costs incurred by attorneys
17 for a class are awarded in addition to percentage fee awards. *See Bowles*, 121 Wn.2d at 70. The
18 settlement notices issued to Settlement Class and Subclass Members in this case indicated that
19 litigation costs were estimated to be \$5,000. Class Counsel seek reimbursement of less than the
20 estimated amount. The Court approves payment of \$4,792.39 in litigation costs to Class
21 Counsel as fair and reasonable to compensate Class Counsel for the relevant and necessary costs
22 incurred. The remaining amount shall be included in the Net Settlement Fund distributed to
23 Settlement Class and Subclass Members.

24 12. The Court approves payment of \$10,000 from the common fund to the
25 Settlement Administrator, CPT Group, Inc. This payment is fair and reasonable to compensate

1 the Settlement Administrator for its work and costs incurred in administering the settlement.

2 13. The Court approves service awards of \$15,000 for the Class Representatives,
3 Alexandra Bradley, Lena Zell, and Evan Gallo. This award reasonably compensates the Class
4 Representatives for the reputational risk they took in bringing this case and for their time and
5 effort in stepping forward to serve as a class representatives, assisting in the investigation,
6 participating actively in the litigation, and reviewing and approving the proposed settlement
7 terms after consulting with Class Counsel.

8 14. Each Qualified Class Member shall be entitled to receive a proportional share of
9 the Net Settlement Fund as described in Paragraph 12 of the Settlement Agreement after
10 deduction of the amounts awarded for attorney fees and costs, the service awards, and the
11 settlement administration expenses.

12 15. No later than three days after entry of this Final Approval Order, Defendants
13 shall pay the sum of \$1,450,000 to the Settlement Administrator to create a common fund to
14 establish a Qualified Settlement Fund.

15 16. Within three days after receiving Defendants' payment, the Settlement
16 Administrator shall pay to Class Counsel \$362,500 in attorney fees and \$4,792.39 in costs and
17 shall pay the service awards to the Class Representatives as detailed above.

18 17. No later than ten days after receiving Defendants' payment, the Settlement
19 Administrator shall issue and mail all Settlement Award checks to Qualified Class Members.
20 If a Settlement Award check remains uncashed sixty days after the First Distribution, the
21 Qualified Class Member who has not cashed that check will no longer have any interest in the
22 Settlement Award, and the Settlement Administrator shall promptly request the placement of a
23 stop payment on the check. The funds from such uncashed checks will be considered "residual
24 funds." Of the residual funds, the Settlement Administrator shall maintain a reserve fund of up
25 to \$15,000 to cover any payment discrepancies. If, after 60 days following issuance of checks to

1 Qualified Class Members (“the First Distribution”), the aggregate amount of checks remaining
2 uncashed exceeds \$100,000, the Settlement Administrator will redistribute the remaining
3 amount (except for the \$15,000 reserve fund) proportionally to all Qualified Class Members
4 who cashed their original checks (“the Second Distribution”). The proceeds of any uncashed
5 checks after 30 days following the Second Distribution (or if there is no Second Distribution
6 and no necessity to use any of the reserve fund to ensure appropriate payments) will be
7 considered residual funds and will be paid as *cy pres* equally to Legal Foundation of Washington
8 (50%) and Columbia Legal Services (50%). No funds from the Class Payment will revert to
9 Defendants.

10 18. All Settlement Class Members, except any who have submitted a timely and
11 valid request for exclusion, are bound by the terms of the Settlement Agreement, including the
12 Release in Paragraph 13. After Defendants have made all settlement payments outlined in the
13 Settlement Agreement and this Court has issued the Final Approval of Class Action Settlement,
14 the Settlement will constitute a full and final settlement and release of all Qualified Class
15 Member released claims, as defined in Paragraph 13 of the Settlement Agreement.

16 19. The parties and their counsel shall implement and consummate the Settlement
17 Agreement according to its terms and provisions, including all payments to be made by
18 Defendants and the Settlement Administrator under the Agreement.

19 20. This Court hereby dismisses with prejudice all Qualified Class Member claims,
20 as set forth in Paragraph 13 of the Settlement Agreement. This dismissal shall be without costs
21 or attorney fees, except as otherwise ordered here, to any party.

22 21. The dismissal of the Qualified Class Member released claims against Defendants
23 is without prejudice to the rights of the parties to enforce the terms of the Settlement Agreement
24 and the rights of Class Counsel to seek the payment of fees and costs as provided for in this
25 Order.

