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THE HONORABLE ANGELA KAAKE
NOTING DATE: MAY 3, 2024
Without Oral Argument

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

SCOTT HINES, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

NORTHWEST RESTAURANTS, INC., a
Washington Corporation, and **DOES 1-10**,
inclusive,

Defendant.

Case No. 23-2-04367-7 SEA

~~PROPOSED~~ ORDER:

- (1) GRANTING CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND PRELIMINARY APPROVAL OF SETTLEMENT;**
- (2) APPROVING NOTICE AND RELATED MATERIALS;**
- (3) APPOINTING SETTLEMENT ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL APPROVAL HEARING**

1 The motion filed by Plaintiff Scott Hines (“Plaintiff”) on behalf of himself and all others
2 similarly situated, for preliminary approval of their class action settlement with Defendant
3 Northwest Restaurants, Inc. (“Defendant”), seeking conditional certification of a settlement class
4 in this action, preliminary approval of the Parties’ proposed Settlement, approval of the notice to
5 be sent to Class Members about the Settlement, and the setting of a date for the hearing on final
6 approval of the Settlement, came before the Court for consideration. The Court, having read and
7 considered the papers on the motion, the arguments of counsel, and the law, and good cause
8 appearing therefore,

9 **IT IS SO ORDERED:**

10 1. The following class of persons is certified as the Class in this action solely for the
11 purposes of the Settlement:

12 All hourly paid, non-exempt individuals who worked as a non-management
13 restaurant employee for Defendant in Washington State at any time from March
14 10, 2020 to December 31, 2023 (the “Class Period”), exclusive of any
15 individuals who signed an arbitration agreement with a class action waiver as a
condition of initial employment.

16 2. The proposed Class satisfies the requirements of a settlement class because the
17 Class Members are readily ascertainable, and a well-defined community of interest exists in the
18 questions of law and fact affecting the Parties. The Class includes approximately 12,849
19 individuals.

20 3. The Parties’ Settlement Agreement (the “Settlement”) (Decl. of Craig J.
21 Ackermann in Support of Preliminary Approval, **Exhibit 1**) is granted preliminary approval as it
22 meets the criteria for preliminary settlement approval. The Court finds that, given the potential
23 defenses raised by Defendant, and the range of other comparable settlements that have received
24 preliminary and final approval by other Washington state and federal courts, the Gross Settlement
25 Amount here of \$1,900,000.00 falls within the range of possible final approval as fair, adequate
26 and reasonable, was the product of arm’s-length and informed negotiations between the Parties at
27 a full-day mediation, and appears to treat all Class Members fairly.

1 4. The Parties’ proposed Notice plan is constitutionally sound because individual
2 notices will be mailed to all Class Members whose identities are known to the Parties. The Notice
3 will be disseminated according to the notice procedure described in the Settlement and
4 substantially in the form submitted by the Parties. To ensure that the Notice reaches as many Class
5 Members as possible, the Settlement Administrator will take the class data provided by the Parties
6 (which will include each Class Member’s name, last-known mailing address, last known telephone
7 number (if known and reasonably accessible), last known email address (if known and reasonably
8 accessible), Social Security number, and number of shifts worked during the Class Period) and
9 update the addresses using the National Change of Address database. After doing so, the
10 Settlement Administrator will mail the Notices by first class mail. If any of the Notices are returned
11 by the U.S. Postal Service as undeliverable (i.e., if there is no forwarding address), the Settlement
12 Administrator will perform “skip trace” address searches and will re-mail Notices to Class
13 Members for whom new addresses are provided or are found. Proof of distribution of the Notice
14 will be filed by that Parties at or prior to the final approval hearing. The parties’ proposed Class
15 Notice and Share Form (Settlement Agreement, **Exhibit A**) are sufficient to inform Class Members
16 of the terms of the Settlement, their rights under the Settlement (including, but not limited to, their
17 right to participate in the Settlement by doing nothing, their right to object to the Settlement, their
18 right to dispute their Shifts Worked during the Class Period, or their right to request to be excluded
19 from the Settlement), and the date and location of the final approval hearing. The Notice further
20 advises Class Members that, if they do not elect to exclude themselves from the Settlement, they
21 will receive their pro-rata share of the Net Settlement Amount and will be bound by the release of
22 claims in the Settlement Agreement¹ with respect to the Company². The Notice plan provides the

23 _____
24 ¹The Release Claims means “all claims during the Settlement Class Period in the Complaint asserted against the
25 Company, including claims for failing to provide compliant meal periods and rest breaks and/or failing to provide
26 compensation for non-compliant and/or missed meal periods and rest breaks under RCW 49.12, WAC 296-126-092,
27 and claims for exemplary damages, penalties, and interest pursuant to RCW 49.52.050 and 070, as well as attorneys’
fees and costs, and any claims under any state, federal, or local law arising from the claims in the Complaint based on
the same factual predicates as alleged therein, to the fullest extent permitted by law.” See S.A., ¶ VI.1.r.

² The Company includes the named Defendant in the Case, Northwest Restaurants, Inc., as well as its parents,
subsidiaries, and affiliates, and each of their respective past and present directors, officers, agents, shareholders,
members, managers, employees, attorneys, insurers, successors, and assigns, along with any other individual or entity

1 best notice practicable and, therefore, is approved.

2 5. Any Class Member who wishes to dispute their Shifts Worked during the Class
3 Period, or to object to the Settlement, including to Class Counsel requested attorneys' fees and/or
4 litigation costs, has until 60 days after the mailing of the Notice to dispute their Shifts Worked, or
5 to submit a written objection, pursuant to the procedures set forth in the Notice.

6 6. Any Class Member may opt-out of the Settlement by submitting a written request
7 for exclusion from the Settlement no later than 60 days after the mailing of the Notice, pursuant to
8 the procedures set forth in the Notice.

9 7. Any Class Member who does not timely submit a written objection that complies
10 with the requirements in the Notice shall not be permitted to object or appear at the final approval
11 hearing, shall be deemed to have waived and forfeited any objection at the final approval hearing,
12 and shall be bound by all proceedings, orders, and judgments of the Court. Any Class Member
13 who wishes to be heard orally at the final approval hearing, either personally or through an
14 attorney, must so state explicitly in the Class Member's written objection as described in the
15 Notice, or the Class Member will not be heard orally. Any objection that is not timely made shall
16 be forever barred. Any attorney hired by a Class Member at that Class Member's expense for the
17 purpose of making objections must file with the Clerk of the Court, and serve the Parties' counsel,
18 a notice of appearance within 60 days of the date of the Notice.

19 8. The Court makes the following appointments: (1) Plaintiff Scott Hines as Class
20 Representative; (2) Craig Ackermann, Brian Denlinger, and Avi Kreitenberg of Ackermann &
21 Tilajef, P.C. as Class Counsel; and (3) CPT Group, Inc. as Settlement Administrator.

22 9. Defendant is directed to provide the Settlement Administrator with the class data,
23 as specified by paragraph VI.4 of the Settlement Agreement, no later than 45 days after the date
24 of this Order.

25 10. The Settlement Administrator is directed to mail the approved Notice by first-class
26

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who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement." See
S.A., ¶ VI.1.s.

1 regular U.S. mail to the Class Members no later than 60 calendar days after receipt of the class
2 data from Defendant, as specified by paragraph VI.8.c.(1) of the Settlement Agreement.

3 11. A final approval hearing will be held on **October 18, 2024 at 9:00 a.m.** [AK] to
4 determine whether the Settlement should be granted final approval as fair, reasonable, and
5 adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement and
6 will consider the Class Representative's request for Class Representative Service Payment and
7 Class Counsel's request for attorneys' fees and reimbursement of litigation costs. Class Members
8 and their counsel may oppose the Settlement and/or the motion for awards of the Class
9 Representative Payment, the Class Counsel Fees, and Class Counsel Litigation Expenses, if they
10 so desire, as set forth in the Notice.

11 12. Plaintiff's motion in support of final approval, including any request for the Class
12 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, must be filed no later than
13 6 Court days before the final approval hearing. Any Class Member may appear at the final approval
14 hearing in person or by his or her own attorney and show cause why the Court should not approve
15 the Settlement, or object to the motion for awards of the Class Representative Payment and/or
16 Class Counsel's requested attorneys' fees and/or Class Counsel Litigation Expenses.

17 13. Pending final determination of whether the Settlement should be approved,
18 Plaintiff, all Class Members, and any person or entity allegedly acting on behalf of Class Members,
19 either directly, representatively or in any other capacity, are preliminarily enjoined from
20 commencing or prosecuting against the Released Parties any action or proceeding in any court or
21 other forum asserting any of the Released Claims. This injunction is necessary to protect and
22 effectuate the Settlement, this Order, and the Court's flexibility and authority to enter judgment
23 when appropriate and is ordered in aid of the Court's jurisdiction and to protect its judgments.

24 14. If final approval of the Settlement is not granted, the Parties shall be returned to the
25 status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered
26 into; and thus, this Order and all other findings or stipulations regarding the Settlement shall be
27 automatically void, vacated, and treated as if it was never filed.

1 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement Agreement.

4 16. The Court reserves the right to continue the date of the final approval hearing
5 without further notice to Class Members. The Court may approve or modify the Settlement without
6 further notice to Class Members. The Court retains jurisdiction to consider all further matters
7 arising out of or in connection with the Settlement. This Action is stayed until further ordered by
8 this Court, except such actions and proceedings that may be necessary to implement the Settlement
9 and this Order.

10
11 **IT IS SO ORDERED.**

12 DATED: 5/7/2024

 Electronic signature attached
HONORABLE JUDGE ANGELA KAAKE
SUPERIOR COURT JUDGE OF KING COUNTY

14 Presented by:

15 ACKERMANN & TILAJEF, P.C.

16 /s/Brian W. Denlinger
17 Craig Ackermann, WSBA #53330
18 Brian W. Denlinger, WSBA #53177
19 *Counsel for Plaintiff and the Class*

20 JACKSON LEWIS, P.C.

21 /s/Peter H. Nohle
22 Peter H. Nohle, WSBA #35849
23 *Counsel for Defendant*

King County Superior Court
Judicial Electronic Signature Page

Case Number: 23-2-04367-7
Case Title: HINES VS NORTHWEST RESTAURANTS INC
Document Title: ORDER RE ORD PRELIM CLASS ACTION SETTLEMENT
Signed By: Angela Kaake
Date: May 08, 2024



Judge: Angela Kaake

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

Certificate Hash: AB3452888002227C3A95BF8CB672462A26376493
Certificate effective date: 3/15/2024 1:54:34 PM
Certificate expiry date: 3/15/2029 1:54:34 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Angela Kaake:
xpgKytqw7hGMBvC2dzRXTQ=="