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THE HONORABLE ANGELA KAAKE
HEARING DATE: October 18, 2024 at 9:00 a.m.

**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] *ak*
**ORDER AND FINAL JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS**

1 **ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT**

2 On October 18, 2024, the Court heard the unopposed motion of Plaintiff Scott Hines
3 (“Plaintiff”), individually and on behalf of all others similarly situated, for Final Approval of Class
4 Action Settlement with Northwest Restaurants, Inc. (“Defendant”),¹ including Plaintiff’s motion
5 for final approval of the Class Representative Service Award, Class Counsel’s Attorneys’ fees and
6 Costs Award, and the Settlement Administration Expense Award.

7 The Court has reviewed the Class Notice and related forms and the notice procedures that
8 the Parties implemented in accordance with the Court’s Order on Plaintiff’s Motion for
9 Preliminary Approval of the Class Action Settlement. The Court finds that Proposed Class
10 Members have duly been given notice of the Settlement, the opportunity to contest their number
11 of shifts worked during the Settlement Class Period, the opportunity to exclude themselves from
12 the Settlement, and/or to comment on or object to the Settlement or any of its terms. Having read
13 and considered the Settlement, the papers filed in support of Plaintiff’s unopposed motion for final
14 approval, and Plaintiff’s and Class Counsel’s papers requesting final approval of the Class
15 Representative Service Award, Class Counsel’s Attorneys’ Fees and Costs Award, Reserve Fund,
16 and the Settlement administration Expenses Award, and the evidence and argument received by
17 the Court on this motion, the Court GRANTS final approval of the Settlement and ORDERS AND
18 MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

19 1. All terms used in this Order and Final Judgment Granting Final Approval of Class
20 Action Settlement and Attorneys’ Fees and Costs (the “Order”) shall have the same meanings
21 given those terms in the parties’ Settlement Agreement (the “Settlement” or “Agreement”). A copy
22 of the Settlement is attached as Exhibit 1 to the Declaration of Craig Ackermann in Support of the
23 Motion for Preliminary Approval of Class Settlement and is made a part of this Order.

24 2. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
25 Administrator, completed the distribution of the Class Notice to the Proposed Class in a manner
26 that is constitutionally sound. The Class Notice was mailed to all 14,809 Proposed Class Members,

27 ¹ Plaintiff and Defendant are referred to collectively as the “Parties.”

1 and 14,296 Proposed Class Members (over 96%) actually received the Notice Packet advising
2 them of the Settlement terms, their rights to opt-out, their rights to comment on or object to the
3 Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding
4 approval of the Settlement. Adequate periods of time to respond and to act were provided by each
5 of these procedures. The Settlement Administrator has advised that no Proposed Class Members
6 submitted written objections to the Settlement, only three Proposed Class Members requested
7 exclusion from the Settlement, and no Proposed Class Members submitted a statement of intention
8 to appear at the Final Approval Hearing.

9 3. For settlement purposes only, the Court finally certifies the Settlement Class, as
10 defined in the Court's May 8, 2024 Order Granting Conditional Certification of Settlement Class
11 and Preliminary Approval of Settlement as follows:

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 4. The Court deems this definition sufficient solely for the purpose of Settlement. As
17 reported by the Settlement Administrator, the Settlement Class consists of 14,806 Settlement Class
18 Members.

19 5. The Court appoints Plaintiff as Class Representative, and Craig J. Ackermann, Avi
20 Kreitenberg, and Brian W. Denlinger of Ackermann & Tilajef, P.C. as adequate Class Counsel.

21 6. The terms of the Agreement, including the escalated Gross Settlement Amount of
22 \$2,149,280.00 and the Settlement Awards to the Settlement Class Members, are fair, adequate,
23 and reasonable to the Settlement Class and to each Settlement Class Member, and the Court grants
24 final approval of the Settlement set forth in the Agreement. The Court orders the Parties to comply
25 with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder
26 do not contradict or conflict with this Order and Judgment, in which case the provisions of this
27 Order and Judgment shall take precedence and supersede the Settlement.

1 7. As of the hearing date of October 18, 2024, Class Counsel reports that there are no
2 objections to the Settlement filed or submitted, and only three Proposed Class Members have
3 requested exclusion from the Settlement. These three individuals who requested exclusion from
4 the Settlement are not Settlement Class Members, will not receive a Settlement Award, and are
5 not bound by the Settlement or its release of claims. The names of the three individuals who
6 requested exclusion are: Denys Rivera, Jesse James, and Kathle McKittrick.

7 8. The \$64,000.00 designated for payment to CPT Group, Inc., the Settlement
8 Administrator, is fair and reasonable. The Court grants final approval of, and orders Defendant to
9 make the payment to the Settlement Administrator in accordance with the Agreement.

10 9. The \$716,426.67 amount requested by Plaintiff and Class Counsel for Class
11 Counsel's attorneys' fees, representing 1/3 of the escalated Gross Settlement Amount, is fair and
12 reasonable given the risk of non-certification of the class, Defendant's other defenses to the claims
13 alleged, the high quality of Class Counsel's work, and the results obtained for the Class with only
14 three opt-outs and no objections to the Settlement. The Court grants final approval of, awards, and
15 orders the Class Counsel attorneys' fees payment to be made in accordance with the Agreement.

16 10. The \$10,422.66 requested by Plaintiff and Class Counsel for Class Counsel's
17 litigation costs is fair, reasonable and less than the amount expected to be incurred by Class
18 Counsel. The \$10,422.66 requested is less than the amount preliminary approved by this Court and
19 noticed to the Class. The Court grants final approval of, awards, and orders the Class Counsel cost
20 reimbursement of \$10,422.66, be made in accordance with the Agreement.

21 11. The \$10,000.00 amount requested for the Class Representative Service Award is
22 fair and reasonable. The Court grants final approval of, and orders that the Class Representative
23 Service Award be made in accordance with the Agreement.

24 12. The \$3,000.00 amount to be set aside for the Reserve Fund is fair and reasonable.
25 The Reserve Fund is set aside for disputed settlement shares and/or individuals inadvertently left
26 off the list of Proposed Class Members who have a good faith claim. Any unclaimed amounts from
27 the Reserve Fund shall be disbursed to the Legal Foundation of Washington. The Court grants

1 final approval of, and orders that the Reserve Fund be made in accordance with the Agreement.

2 13. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
3 rights to continue to oppose the merits of the claims in this Action or class treatment of these
4 claims in this case the Settlement fails to become Final or effective, or in any other case without
5 limitation. The Settlement is not an admission by Defendant, nor is this Order and Judgment a
6 finding of the validity of any allegations against Defendant in this proceeding or any wrongdoing
7 by Defendant. Neither the Settlement nor this Order and Court Judgment is a finding that
8 certification of the Settlement Class is proper for any purpose or proceeding other than for
9 settlement purposes.

10 14. Since there were only three requests for exclusion, 14,806 Settlement Class
11 Members shall be bound by the Settlement and this Order, including the Released Claims² by
12 Settlement Class Members in favor of the Company³ as set forth in the Agreement, and such
13 Settlement Class Members are now permanently barred from prosecuting against Defendant and
14 the other Released Parties any and all of the Released Claims by Settlement Class Members, as
15 defined in the Agreement.

16 15. Plaintiff is bound to the general release of claims in favor of the Company as set
17 forth in the Agreement, and permanently barred from prosecuting against the Company.

18 16. The Parties shall bear her, his, its, or their own respective attorneys' fees and costs
19 except as otherwise provided in the Settlement.

20 17. Final Judgment is hereby entered in this matter based on this Order and the terms
21 of the Settlement, which has now been finally approved.

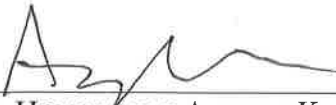
22 _____
23 ² The "Released Claims" are defined as "all claims during the Settlement Class Period in the Complaint asserted
24 against the Company, including claims for failing to provide compliant meal periods and rest breaks and/or failing to
25 provide compensation for non-compliant and/or missed meal periods and rest breaks under RCW 49.12, WAC 296-
26 126-092, and claims for exemplary damages, penalties, and interest pursuant to RCW 49.52.050 and 070, as well as
27 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.

³ "The Company" is defined as "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
who could be jointly or severally liable for any of the claims alleged in the Case or released by [the] Agreement." See
S.A., ¶ VI.1.s.

1 18. The Court retains continuing jurisdiction over the Action and the Settlement solely
2 for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration
3 matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or
4 applicable law.

5 **IT IS SO ORDERED.**

6 DATED: 10/18/2024

7 
8 THE HONORABLE ANGELA KAAKE
9 SUPERIOR COURT JUDGE OF KING COUNTY

10 Presented by:

11 ACKERMANN & TILAJEF, P.C.

12 /s/Craig Ackermann

13 Craig Ackermann, WSBA #53330

14 Brian Denlinger, WSBA #53177

15 Avi Kreitenberg, WSBA #53294

16 *Counsel for Plaintiff and the Class*

17 JACKSON LEWIS P.C.

18 /s/Peter H. Nohle

19 Peter H. Nohle, WSBA #35849

20 *Counsel for Defendant*