

The Honorable John Erlick  
Noting Date: May 18, 2018, at 11:00a.m.  
WITH ORAL ARGUMENT

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

ABDULAZIZ S. AHMED,

Plaintiff,

v.

FOX RENT A CAR, INC., a foreign  
corporation,

Defendant.

No. 16-2-03084-0 SEA

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
DISMISSING ACTION WITH  
PREJUDICE**

THIS MATTER came before the Court on Plaintiff's Motion for Final Approval of Settlement. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiff's preliminary and final motions in support of approval of the Settlement Agreement, Plaintiff's Response to Objection, and the Declaration of Jessica Barnett in support of the proposed settlement. Having considered these materials and the statements of counsel at the Final Approval Hearing on May 18, 2018, the Court, being fully advised in the premises, has determined that the proposed Settlement Agreement should be approved as fair, adequate, and reasonable. In making this determination, the Court has considered the likelihood of success both with respect to Plaintiff's claims and Defendant's defenses. The Court has also considered the status and extent of the Parties' investigation, research, discovery, and negotiation with respect to Plaintiff's claims and Defendant's defenses. The Court has reviewed the terms of the Settlement Agreement and has

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT  
AND DISMISSING ACTION WITH PREJUDICE - 1**

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**ORIGINAL**

1 considered the recommendations of counsel for all parties. The Court is aware that substantial  
2 time and expense would be required to litigate Plaintiff's claims in the event the proposed  
3 Settlement Agreement is not approved. Finally, the Court finds that all settlement negotiations  
4 were conducted in good faith and at arms' length and that there was no collusion. Good cause  
5 appearing therefore, it is hereby

6 ORDERED, ADJUDGED AND DECREED that:

7 1. The definitions set forth in the parties' Settlement Agreement, and the Court's  
8 January 3, 2018 Order Granting Stipulated Motion ("Preliminary Order") are hereby  
9 incorporated herein as though fully set forth in this Order Granting Final Approval of Class  
10 Action Settlement and Dismissing Action With Prejudice ("Final Judgment").

11 2. The Court has jurisdiction over the subject matter of this action and all parties,  
12 including all members of the Settlement Class previously certified by the Court, which consists  
13 of:

14 All employees of the Defendant who are alleged to have been either Hospitality  
15 Workers or Transportation Workers and who worked one or more hours within  
16 the City of SeaTac at any time during the time period from January 1, 2014, to the  
17 present, and who were paid less than the prevailing minimum wage prescribed by  
18 the City of SeaTac Municipal Code 7.45.050, i.e., \$15.00 per hour in 2014 and  
19 \$15.24 in 2015 and 2016. The Settlement Class will not include employees who  
20 opt out of the Settlement.

21 3. The Court has considered the objection submitted by Settlement Class Member  
22 Musa Ayouba Konneh and counsel's response to the objection. The Court hereby approves the  
23 Settlement Agreement and finds that it is, in all respects, fair, reasonable, and adequate to the  
24 Settlement Class Members. In response to Mr. Konneh's objection in particular, the Court finds  
25 that incentive payments are credited toward the minimum wage under Washington law, and it  
was reasonable for the parties to apply a discount in negotiating the settlement amount and in  
allocating individual settlement payments on the basis of incentive payments that were made to  
Settlement Class Members. The Court also finds that the incentive award to Plaintiff in the  
amount of \$2,000 is justified by Plaintiff's efforts on behalf of the class and the amount is

1 reasonable. The Court further finds that the attorney's fees and costs are reasonable as set forth  
2 in its separate Order Granting Plaintiff's Motion for Award of Attorney's Fees and Expenses.

3 4. On or about February 16, 2018, the Notice of Class Action Settlement ("Notice")  
4 was mailed to the last-known addresses of all Settlement Class Members. The Court finds and  
5 concludes that said Notice fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the  
6 requirements of due process.

7 5. The Court finds that the Notice, which consisted of an individual notice mailed to  
8 the last-known address of each Settlement Class Member, provided the best notice practicable  
9 under the circumstances. This Notice provided due and adequate notice of these proceedings and  
10 of the matters set forth therein, including the pendency of the action, the terms of the proposed  
11 Settlement Agreement, the procedure for submitting objections to the Settlement Agreement, and  
12 the procedure for requesting exclusion from the Settlement Class, to all persons entitled to such  
13 notice, and said Notice fully satisfied the requirements of CR 23 and the requirements of due  
14 process. The Declaration of Jessica Barnett confirms that the Notice was mailed in accordance  
15 with the terms of the Settlement Agreement and the Court's Preliminary Order.

16 6. One Request for Exclusion from the settlement has been received from the  
17 Settlement Class Members. One objection was received and addressed in Plaintiff's Response to  
18 Objection. No other objections or opt-outs were raised at the Final Approval Hearing.

19 7. Consistent with Section 1.4 of the Settlement Agreement, neither this Final  
20 Judgment, nor the fact or substance of the Settlement Agreement, shall be considered a  
21 concession or admission by or against the Released Parties, nor shall they be used against any of  
22 the Released Parties as an admission, waiver or indication with respect to any claim, defense or  
23 assertion or denial of wrongdoing or legal liability.

24 8. The Court hereby dismisses this action and any and all settled claims with  
25 prejudice as to Plaintiff and all Settlement Class Members, and without costs or attorneys' fees to

1 any Party except as provided under the terms of the Settlement Agreement, this Final Judgment,  
2 and the Court's Order Granting Plaintiff's Motion for Award of Attorney's Fees and Expenses.

3 9. The Court finds that Plaintiff and Settlement Class Counsel adequately  
4 represented the Settlement Class for purposes of entering into and implementing the Settlement.

5 10. The parties are hereby directed to proceed with the settlement payment  
6 procedures specified under the terms of the Settlement Agreement, including those contained in  
7 Articles II and III of the Settlement Agreement.

8 11. Plaintiff and all Settlement Class Members, and all persons purporting to act on  
9 their behalf, are hereby barred and permanently enjoined from maintaining, prosecuting,  
10 commencing, or pursuing any claim (either directly, representatively, or in any other capacity)  
11 released under Section 3.2 of the Settlement Agreement against any of the Released Parties in  
12 any action, arbitration, or proceeding in any court, arbitration forum, or tribunal, and Plaintiff  
13 and all Settlement Class Members shall be conclusively deemed to have released and discharged  
14 the Released Parties from any and all such claims.

15 12. Without affecting the finality of this Final Judgment for purposes of appeal, the  
16 Court reserves jurisdiction over the Parties as to all matters relating to the administration,  
17 consummation, enforcement, and interpretation of the Settlement Agreement, the Final  
18 Judgment, the Court's Order Granting Plaintiff's Motion for Award of Attorney's Fees and  
19 Expenses, and for any other necessary purposes.

20 13. The Parties are hereby authorized, without further approval from the Court, to  
21 mutually agree to and adopt such amendments, modifications, and expansions of the Settlement  
22 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final  
23 Judgment and the Court's Order Granting Plaintiff's Motion for Award of Attorney's Fees and  
24 Expenses, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not  
25 limit the rights of the Settlement Class Members.



1 Presented by:

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