

The Honorable Lori K. Smith  
Hearing Date: March 30, 2018, at 9:00 a.m.  
WITH ORAL ARGUMENT

**FILED**  
KING COUNTY, WASHINGTON

MAR 30 2018

SUPERIOR COURT CLERK  
BY Kellie Griffin  
DEPUTY

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

GASHAN AHMED, an individual, and AWIL  
GULED, an individual and ABDI ABDULAH  
ABDI, an individual, JAMA ABDI SERAR, an  
individual,

Plaintiffs,

vs.

AIRCRAFT SERVICE INTERNATIONAL,  
INC., a foreign business entity,

Defendant.

No. 16-2-01662-6 SEA

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

THIS MATTER came before the Court on Plaintiffs' 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 Plaintiffs' preliminary and final memoranda in support of approval of the Settlement Agreement, and the Declarations of Duncan Turner and Mark Trivett in support of the proposed settlement and the exhibits thereto. Having considered these materials and the statements of counsel at the Final Approval Hearing on March 30, 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 Plaintiffs' claims and

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

1 Defendant's defenses. The Court has also considered the status and extent of the Parties'  
2 investigation, research, discovery, and negotiation with respect to Plaintiffs' claims and  
3 Defendant's defenses. The Court has reviewed the terms of the Settlement Agreement and has  
4 considered the recommendations of counsel for all parties. The Court is aware that substantial  
5 time and expense would be required to litigate Plaintiffs' claims in the event the proposed  
6 Settlement Agreement is not approved. Finally, the Court finds that all settlement negotiations  
7 were conducted in good faith and at arms' length and that there was no collusion. Good cause  
8 appearing therefore, it is hereby

9 ORDERED, ADJUDGED AND DECREED that:

10 1. The definitions set forth in the parties' Settlement Agreement, and the Court's  
11 November 28, 2017 Order Granting Stipulated Motion ("Preliminary Order") are hereby  
12 incorporated herein as though fully set forth in this Order Granting Final Approval of Class  
13 Action Settlement and Dismissing Action With Prejudice ("Final Judgment").

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

17 All employees of the Defendant who are alleged to have been either Hospitality  
18 Workers or Transportation Workers and who worked one or more hours within  
19 the City of SeaTac at any time during the time period from January 1, 2014, to the  
20 present, and who were paid less than the prevailing minimum wage prescribed by  
21 the City of SeaTac Municipal Code 7.45.050, i.e., \$15.00 per hour in 2014 and  
22 \$15.24 in 2015 and 2016.

23 3. The Court hereby approves the Settlement Agreement and finds that it is, in all  
24 respects, fair, reasonable, and adequate to the Settlement Class Members.

25 4. On or about December 28, 2017, the Notice of Class Action Settlement  
("Notice") was mailed to the last-known addresses of all Settlement Class Members. The Court  
finds and concludes that said Notice fully satisfied the requirements of CR23(c)(2) and CR 23(e)  
and the requirements of due process.

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

10           6.       No objections to the Settlement Agreement have been communicated to  
11 Settlement Class Counsel or filed with the Court, and none were raised at the Final Approval  
12 Hearing.

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

18           8.       The Court hereby dismisses this action and any and all settled claims with  
19 prejudice as to Plaintiffs and all Settlement Class Members, and without costs or attorneys' fees  
20 to any Party except as provided under the terms of the Settlement Agreement, this Final  
21 Judgment, and the Court's Order Granting Plaintiffs' Motion for Award of Attorney's Fees and  
22 Expenses.

23           9.       The Court finds that Plaintiffs and Settlement Class Counsel adequately  
24 represented the Settlement Class for purposes of entering into and implementing the Settlement.

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

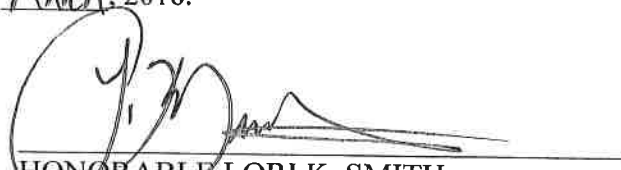
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2 11. Plaintiffs and all Settlement Class Members, and all persons purporting to act on  
3 their behalf, are hereby barred and permanently enjoined from maintaining, prosecuting,  
4 commencing, or pursuing any claim (either directly, representatively,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

9 12. Without affecting the finality of this Final Judgment for purposes of appeal, the  
10 Court reserves jurisdiction over the Parties as to all matters relating to the administration,  
11 consummation, enforcement, and interpretation of the Settlement Agreement, the Final  
12 Judgment, the Court's Order Granting Plaintiffs' Motion for Award of Attorney's Fees and  
13 Expenses, and for any other necessary purposes.

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

20 14. In the event that the Settlement Agreement does not become effective as provided  
21 under its terms, this Final Judgment and the Court's Order Granting Plaintiffs' Motion for Award  
22 of Attorney's Fees and Expenses shall be rendered null and void and shall be vacated and, in  
23 such event, all orders entered in connection therewith shall be vacated and rendered null and  
24 void, and all conditions enumerated in Section K of the Court's Preliminary Order shall apply.  
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1 IT IS SO ORDERED this 30<sup>th</sup> day of March, 2018.

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4 HONORABLE LORI K. SMITH  
5 KING COUNTY SUPERIOR COURT  
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