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GEG ÁT OÜÁJÁFÄFÄT The Honorable Jason Holloway  
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR KING COUNTY

DOMINGO GARCIA PACHECO,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

NEWWAY FORMING, INC., a Washington  
company; EZIO BORTOLUSSI, in his  
individual and corporate capacity;  
SALVATORE GIANTOMASO, in his  
individual and corporate capacity,

Defendants.

No. 22-2-05545-6 SEA

**ORDER GRANTING JOINT  
MOTION FOR APPROVAL OF  
AMENDMENT TO SETTLEMENT  
AGREEMENT ~~{PROPOSED}~~**

Having read the Parties' Notice of Identification of Additional Settlement Class Members  
And Joint Motion for Approval of Amendment to Settlement Agreement, and the Court having  
considered all papers filed and proceedings held in this matter, and otherwise being fully informed  
and good cause appearing therefore, it is hereby ORDERED AS FOLLOWS:

1. On October 25, 2024, this Court entered a Final Order and Judgment Approving  
Class Action Settlement in the above-entitled Action ("Final Order"). In the Final Order, the Court  
retained jurisdiction with respect to all matters related to the administration and consummation of

1 the Settlement. The Court's Final Order remains in effect and this Order Granting Joint Motion  
2 for Approval of Amendment to Settlement Agreement ("Supplemental Order") is entered pursuant  
3 to the Court's continuing jurisdiction over the consummation of the Settlement. This  
4 Supplemental Order is intended to approve and effectuate the Parties' Amendment to Class Action  
5 Settlement Agreement fully executed on February 25, 2025 ("Amendment") (Exhibit A to the  
6 Parties' Motion). This Supplemental Order incorporates the Parties' Settlement Agreement dated  
7 June 4, 2024 and the Amendment thereto, and adopts the terms defined therein.

8 2. The Parties have advised the Court that fifty two (52) individuals who were part of  
9 the Settlement Class definition were erroneously omitted from the Settlement Class List ("Missing  
10 Settlement Class Members"), and thus did not receive notice of the Settlement or a settlement  
11 check. The Parties have entered into the Amendment to set forth an agreed process for sending  
12 notice to the Missing Settlement Class Members and paying those individuals who choose not to  
13 opt out of the Settlement ("Participating Missing Settlement Class Members").

14 3. The Court previously held a Final Fairness Hearing and approved the Settlement as  
15 fair, reasonable, and adequate. The Parties' Amendment does not modify the Settlement but  
16 simply corrects a mistake to ensure that all Settlement Class Members receive notice and payment  
17 as intended by the Parties and the Court. For the same reasons that the Court approved the  
18 Settlement in its Final Order, the Court approves the Amendment as fair, reasonable, and adequate.  
19 The Court finds that it is not necessary to hold another Hearing because it has already fully  
20 considered the fairness of the Settlement, each Missing Settlement Class Member will have the  
21 opportunity to decide whether he or she wishes to participate in the Settlement through the opt-out  
22 process, and the Missing Settlement Class Members will be paid the same amounts that they would  
23 have received under the initial settlement.

24 4. The Parties shall direct the Settlement Administrator to mail the proposed  
25 Settlement Class Notice (Exhibit B to the Parties' Motion) to the Missing Settlement Class  
26 Members, pursuant to the procedures set forth in the Amendment. The Missing Settlement Class

1 Members shall have the right to opt out of the Settlement by following the procedure set forth in  
2 the Settlement Class Notice. Defendant shall fund the Total Amount for Amendment as set forth  
3 in the Amendment. Those Missing Settlement Class Members who do not opt out of the Settlement  
4 (“Participating Missing Settlement Class Members”) will receive payment as set forth in the  
5 Amendment. Upon Defendant’s payment in accordance with this Supplemental Order and the  
6 Amendment, Defendant shall be discharged from any further duty to pay any other amounts not  
7 required by the Settlement Agreement or the Amendment thereto. The Parties, their counsel, and  
8 the Settlement Administrator shall implement and consummate the Amendment in accordance  
9 with its terms and provisions. The Parties and the Settlement Administrator shall comply with the  
10 Settlement Agreement in all respects, except that the procedures set forth in the Amendment shall  
11 control as to the Missing Settlement Class Members to the extent there is any difference.

12 5. Participating Missing Settlement Class Members shall be bound by the Final Order  
13 in all respects to the same extent as every other Participating Settlement Class Member, including  
14 but not limited to the release provisions.

15  
16 IT IS SO ORDERED.

17  
18 DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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21 THE HONORABLE JASON HOLLOWAY  
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1  
2 *Presented by:*

3 s/ Cynthia J. Heidelberg  
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Attorney for Plaintiff

**King County Superior Court  
Judicial Electronic Signature Page**

Case Number: 22-2-05545-6 SEA  
Case Title: PACHECO VS NEWWAY FORMING INC ET AL  
Document Title: Order  
Date Signed: 03/19/2025



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Judge: Jason Holloway

Key/ID Number: \*230058455\*  
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