

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

JACOB DICK and KAYLA HAND,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

PREMERA BLUE CROSS,

Defendant.

CASE NO. 21-2-02913-9 SEA

~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT

AMENDED JD

Plaintiffs Jacob Dick and Kayla Hand have applied for an order preliminarily approving the settlement of this class action as described in the Settlement Agreement (attached as Exhibit A to the Declaration of Marc Cote in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement). The Court has considered the Settlement Agreement, the exhibit attached thereto, and the briefing and declaration submitted in support of preliminary approval of the settlement and is fully advised.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Unless otherwise provided herein, all capitalized terms in this Order shall have the same meaning as set forth in the Settlement Agreement.

2. For purposes of settlement, this Court certifies this case as a class action under

1 Civil Rule 23. For the reasons stated in Plaintiffs' Motion for Preliminary Approval of Class  
2 Action Settlement, the Settlement Classes satisfy the elements of Civil Rule 23(a) and Civil  
3 Rule 23(b)(3) and thus a class action is appropriate. The Court certifies the following Settlement  
4 Class for purposes of the settlement:

5 The Unpaid Work and Meal Break Class: All current and former non-exempt  
6 employees of Premera who have worked in Washington state as Customer Service  
7 Representatives, Correspondence Representatives, Claims Associates, Enrollment  
8 Analysts, or in customer service positions with similar titles between March 3, 2018  
9 and February 10, 2022.

10 The Sick Leave Class: All current and former non-exempt employees of Premera  
11 who have worked for Premera in Washington state, and who (1) worked more than  
12 80 hours in a single pay period between March 3, 2018 and February 10, 2022;  
13 and/or (2) worked in the final pay period of 2020 without accruing PTO.

14 3. The Court appoints Plaintiffs Jacob Dick and Kayla Hand as class representatives  
15 for the Settlement Classes.

16 4. The Settlement Classes are sufficiently numerous to meet the requirement of CR  
17 23(a)(1). The case presents common issues of law and fact for the Settlement Classes. CR  
18 23(a)(2). Plaintiffs' claims are typical of the claims of the Settlement Classes. CR 23(a)(3).  
19 Plaintiffs and their counsel will fairly and adequately protect the interests of the Settlement  
20 Classes. CR 23(a)(4). The common issues in the case predominate over any individualized issues,  
21 and a class action is superior to other available methods for the fair and efficient adjudication of  
22 the controversy. CR 23(b)(3).

23 5. The Court preliminarily approves the Settlement Agreement and the terms set  
24 forth therein, including the relief afforded the Settlement Classes, the requested service awards  
25 to the class representatives, the requested award of attorneys' fees and costs to Class Counsel,  
26 payment of expert fees for settlement award calculations, and the payment of settlement  
administration expenses to Settlement Administrator CPT Group, as being fair, reasonable and  
adequate. The Settlement Agreement is the result of extensive settlement discussions and arm's-

length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular.

6. The Court approves Marc Cote and Anne Silver of Frank Freed Subit & Thomas LLP and Gregory Skidmore and Vera Fomina of Skidmore Fomina PLLC as Class Counsel for the Settlement Class.

7. The Court appoints CPT Group as Settlement Administrator. The Court approves the Settlement Administrator to perform the functions required by the terms of the Settlement Agreement. The Court also approves reasonable compensation and costs to the Settlement Administrator in an amount not to exceed \$18,500. The Settlement Administration Expenses shall be paid out of the total Settlement Amount.

8. A final fairness hearing ("Final Fairness Hearing"), for purposes of determining whether the Settlement should be finally approved, shall be held before this Court on July 1, 2022 (which is no sooner than 65 days after entry of this preliminary approval order) at 10am in courtroom E-733 at King County Superior Court, 516 Third Avenue, Seattle, Washington 98104. At the hearing, the Court will hear arguments concerning whether the proposed settlement and the terms and conditions provided for in the Settlement Agreement should be granted final approval by the Court as fair, reasonable and adequate.

9. The Court approves, as to form and content, the Notice to be sent to the Settlement Class Members, attached to the Settlement Agreement as Exhibit 1. In addition, the Court finds that distribution of the Notice substantially in the manner set forth in Paragraph 10 of this Order will meet the requirements of due process and applicable law, will provide the best notice practicable under the circumstances, and will constitute due and sufficient notice to all individuals entitled thereto.

10. The procedure for distributing the Notice shall be as follows:

(a) Within 14 days of the date of this Order, the Settlement Administrator shall mail and email Notice to all Settlement Class Members ("Initial Mailing Date"). The Notice

1 mailed to Settlement Class Members shall describe the Settlement and shall advise Settlement  
2 Class Members of their right to object to the Settlement and the process by which such objections  
3 must be made. The Notice also shall inform Settlement Class Members of their right to exclude  
4 themselves from the settlement and explain the exclusion process.

5 (b) Should any Notice be returned as undeliverable, the Settlement  
6 Administrator shall attempt one trace to locate a good address and, if located, shall make a second  
7 attempt at mailing the Notice. If such Notice is again returned as undeliverable, no further  
8 attempts at delivery of the Notice are required to be made.

9 11. Initial papers in support of final approval of the settlement, including Class  
10 Counsel's request for attorneys' fees and costs, shall be filed and served no later than 14 days  
11 before the Objection/Opt-Out Deadline.

12 12. Settlement Class Members who wish to object to the Settlement Agreement must  
13 file with the Court and submit to Class Counsel and Defendants' counsel a written statement  
14 objecting to the settlement as described in Section IV.L.4.b of the Settlement Agreement. Such  
15 written statement must be filed and postmarked or delivered to Class Counsel and Defendant's  
16 counsel no later than 30 days after the Initial Mailing Date. The Notice shall provide instructions  
17 regarding how to make objections.

18 13. Settlement Class Members who wish to opt out or exclude themselves from the  
19 Settlement Class must mail a letter to the Settlement Administrator as described in Section  
20 IV.L.4.c of the Settlement Agreement. Such letter must be postmarked no later than 30 days after  
21 the Initial Mailing Date. The Notice shall provide instructions regarding how to opt out of the  
22 Settlement.

23 14. Papers responding to any objections to the Settlement Agreement shall be filed  
24 and served no later than 14 days after the Objection/Opt-Out Deadline.

25 15. The Court reserves the right to adjourn the date of the Final Fairness Hearing  
26 without further notice to the Settlement Class Members and retains jurisdiction to consider all

1 further applications arising out of or connected with the proposed settlement.

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3 Entered this 12 day of Aug, 2022.

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6 The Honorable James E. Rogers  
KING COUNTY SUPERIOR COURT JUDGE  
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1 Presented By:

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18 *Attorneys for Plaintiffs and Proposed*  
19 *Settlement Classes*

**CERTIFICATE OF SERVICE**

I, Megan Grosse, certify and state as follows:

1. I am a citizen of the United States and a resident of the state of Washington; I am over the age of 18 years and not a party of the within entitled cause. I am employed by the law firm of Frank Freed Subit & Thomas LLP, whose address is 705 Second Avenue, Suite 1200, Seattle, Washington 98104.

2. I caused the foregoing document to be served upon counsel of record at the address and in the manner described below, on April 12, 2022.

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☐ U.S. Mail  
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☒ Via the King County  
Electronic Filing Notification  
System

*Attorneys for Defendant*

I hereby declare under the penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

DATED at Seattle, Washington on this 12th day of April 2022.

s/ Megan Grosse  
Megan Grosse