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**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING AT SEATTLE**

VALENTIN BARONA RUIZ and
ORVELIN BARONA RUIZ, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

ALTOMARE PAINTING, LLC, a
Washington limited liability company, and
DOES 1-10, inclusive,

Defendant.

CASE NO. 19-2-18337-3 SEA

ORDER:

- (1) GRANTING CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND PRELIMINARY APPROVAL OF SETTLEMENT;**
- (2) APPROVING NOTICE AND RELATED MATERIALS;**
- (3) APPOINTING SETTLEMENT ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL APPROVAL HEARING**

1 The motion filed by Plaintiffs Valentin Barona Ruiz and Orvelin Barona Ruiz
2 (“Plaintiffs”), on behalf of themselves and all others similarly situated, for preliminary approval
3 of their class action settlement with Altomare Painting, LLC (“Defendant” or “Altomare”), seeking
4 conditional certification of a settlement class in this action, preliminary approval of the Parties’
5 proposed Settlement, approval of the notice to be sent to Class Members about the Settlement, and
6 the setting of a date for the hearing on final approval of the Settlement came before the Court for
7 consideration. The Court, having read and considered the papers on the motion, including
8 Defendant’s Notice of Non-opposition to Motion, the arguments of counsel, and the law, and good
9 cause appearing therefore,

10 **IT IS ORDERED:**

11 1. The following class of persons is certified as the Class in this action solely for the
12 purposes of the Settlement:

13 All individuals who (1) resided in Washington State, (2) were employed by
14 Defendant, (3) in the position of painter, or any other similar position, (4) and who
15 worked at least one week of over 40 hours during which they also received bonus
earnings, (5) at any time from July 12, 2016 through July 30, 2019.

16 2. The proposed Class satisfies the requirements of a settlement class because the
17 Class Members are readily ascertainable, and a well-defined community of interest exists in the
18 questions of law and fact affecting the Parties. The Class is estimated to include 38 individuals.

19 3. The Parties’ Settlement Agreement (the “Settlement”) (Decl. of Craig Ackermann
20 in Support of Preliminary Approval, **Exhibit 1**) is granted preliminary approval as it meets the
21 criteria for preliminary settlement approval. The Court finds that, given the potential defenses
22 raised by Defendant, and the range of other comparable settlements that have received preliminary
23 and final approval of other Washington courts, the Gross Settlement Amount here of \$70,000.00
24 falls within the range of possible final approval as fair, adequate and reasonable, was the product
25 of arm’s-length and informed negotiations between the Parties, and appears to treat all Class
26 Members fairly.

1 4. The Parties’ proposed Notice plan is constitutionally sound because individual
2 notices will be mailed to all Class Members whose identities are known to the Parties. The Notice
3 will be disseminated according to the notice procedure described in the Settlement and
4 substantially in the form submitted by the Parties. To ensure that the Notice reaches as many Class
5 Members as possible, the Settlement Administrator will take the Class data provided by the Parties
6 (which will include each Class Member’s name, last-known mailing address, telephone number,
7 Social Security number, and Underpaid Overtime Earnings during the Class Period) and update
8 the addresses using the National Change of Address database. After doing so, the Settlement
9 Administrator will mail the Notices by first class mail. **The Settlement Administrator shall mail**
10 **the Notices (including the Share Form) in both English and Spanish, to be fully and**
11 **accurately translated by Tatiana Hernandez and/or another individual fluent in both the**
12 **English and Spanish languages.** The Settlement Administrator shall provide the Settlement
13 Agreement in both English and Spanish on a dedicated website, and the website address and
14 instructions for access shall be included on the Notice. If any of the Notices are returned by the
15 U.S. Postal Service as undeliverable (i.e., there is no forwarding address), the Settlement
16 Administrator will perform “skip trace” address searches and will re-mail notices to Class
17 Members for whom new addresses are provided or are found. Proof of distribution of the notice
18 will be filed by the Parties at or prior to the final approval hearing. The Parties’ proposed Class
19 Notice and Share Form (Settlement, **Exhibit A**) are sufficient to inform Class Members of the
20 terms of the Settlement, their rights under the Settlement (including, but not limited to, their right
21 to participate in the Settlement by doing nothing, their right to object to the Settlement, their right
22 to dispute their Underpaid Overtime Earnings during the Class Period¹, or their right to request to
23 be excluded from the Settlement), and the date and location of the final approval hearing. The
24 Notice further advises Class Members that, if they do not elect to exclude themselves from the
25 Settlement, they will receive their pro-rata share of the Settlement Proceeds and will be bound by

26 _____
27 ¹ The Class Period is defined as July 12, 2016 through July 30, 2019.

1 the release of claims in the Settlement Agreement² with respect to Defendant and the other
2 Released Parties.³ The Notice plan provides the best notice practicable and, therefore, is approved.

3 5. Any Class Member who wishes to dispute their Underpaid Overtime Earnings
4 during the Class Period or object to the Settlement, including the Class Counsel requested
5 attorneys' fees and/or litigation costs, has until 45 days after the mailing of the Notice to dispute
6 their Underpaid Overtime Earnings, or to submit a written objection, pursuant to the procedures
7 set forth in the Notice.

8 6. Any Class Member may opt-out of the Settlement, by submitting a written request
9 for exclusion from the Settlement no later than 45 days after the mailing of the Notice, pursuant to
10 the procedures set forth in the Notice.

11 7. Any Class Member who does not timely submit a written objection that complies
12 with the requirements in the Notice shall not be permitted to object or appear at the final approval
13 hearing, shall be deemed to have waived and forfeited any objection at the final approval hearing,
14 and shall be bound by all proceedings, orders and judgments of the Court. Any Class Member who
15 wishes to be heard orally at the final approval hearing, either personally or through an attorney,
16 must so state explicitly in the Class Member's written objection as described in the Notice, or the
17 Class Member will not be heard orally. Any objection that is not timely made shall be forever
18 barred. Any attorney hired by a Class Member at that Class Member's expense for the purpose of
19 making objections must file with the Clerk of the Court, and serve the Parties' counsel, a notice of
20

21 ² The Released Claims are defined as "all claims alleged in the operative Complaint ("Complaint") during the period
22 from July 12, 2016 through July 30, 2019 (the "Class Period"), in the Complaint asserted against Defendant, including
23 claims for unpaid or underpaid overtime wages under the Washington Minimum Wage Act (RCW 49.46.130) and
24 claims for exemplary damages, penalties, and interest (RCW 49.52.050 and 070), as well as attorneys' fees and costs,
25 premised on alleged unpaid overtime claims, and any claims under any state, federal or local law arising from the
26 allegations in the Complaint based on the same factual predicates as alleged therein, to the fullest extent permitted by
27 law." S.A., ¶ 58.

28 ³ The Released Parties are defined as "Defendant and all of its affiliated owners, agents, employees, servants, officers,
directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity
sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership
that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions,
assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and
all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders,
fiduciaries, parents, subsidiaries, and assigns." S.A., ¶ 58.

1 appearance, within 45 days of the date of the Notice.

2 8. The Court makes the following appointments: (1) Plaintiffs Valentin Barona Ruiz
3 and Orvelin Barona Ruiz as Class Representatives; (2) Craig J. Ackermann, Brian W. Denlinger,
4 India Lin Bodien, and Tatiana Hernandez as Class Counsel; and (3) CPT Group, Inc. as Settlement
5 Administrator;

6 9. Defendant is directed to provide the Settlement Administrator with the Class Data,
7 as specified by paragraph 42 of the Settlement Agreement, no later than 30 days after the date of
8 this order.

9 10. The Settlement Administrator is directed to mail the approved Notice by first-class
10 regular U.S. mail to the Class Members no later than 15 days after receipt of the Class Data from
11 Defendant, as specified by paragraph 45 in the Settlement Agreement.

12 11. A final hearing will be held on **October 23, 2020, at 11:00 am**, to determine
13 whether the Settlement should be granted final approval as fair, reasonable, and adequate. The
14 Court will hear all evidence and argument necessary to evaluate the Settlement and will consider
15 the Class Representatives' request for Class Representative Payments and Class Counsel's request
16 for attorneys' fees and reimbursement of litigation costs. Class Members and their counsel may
17 oppose the Settlement and/or the motion for awards of the Class Representative Payments, the
18 Class Counsel Fees, and Class Counsel Litigation Expenses, if they so desire, as set forth in the
19 Notice.

20 12. Plaintiffs' motion in support of final approval, including any request for the Class
21 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, must be filed no later than
22 6 Court days before the Final Approval Hearing. Any Class Member may appear at the final
23 approval hearing in person or by his or her own attorney, and show cause why the Court should
24 not approve the Settlement, or object to the motion for awards of the Class Representative
25 Payments and/or Class Counsel's requested attorneys' fees and/or Class Counsel Litigation
26 Expenses.

27 13. Pending final determination of whether the Settlement should be approved,

28 ORDER

INDIA LIN BODIEN, ATTORNEY AT LAW
2522 NORTH PROCTOR STREET #387
TACOMA, WA 98406-5338
P: (253) 212-7913 F: (253) 276-0081

1 Plaintiffs, all Class Members, and any person or entity allegedly acting on behalf of Class
2 Members, either directly, representatively or in any other capacity, are preliminarily enjoined from
3 commencing or prosecuting against the Released Parties any action or proceeding in any court or
4 other forum asserting any of the Released Claims. This injunction is necessary to protect and
5 effectuate the Settlement, this Order, and the Court's flexibility and authority to enter judgment
6 when appropriate and is ordered in aid of the Court's jurisdiction and to protect its judgments.

7 14. If final approval of the Settlement is not granted, the Parties shall be returned to the
8 status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered
9 into; and thus, this Order and all other findings or stipulations regarding the Settlement shall be
10 automatically void, vacated, and treated as if it was never filed.

11 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
12 connection with the administration of the Settlement which are not materially inconsistent with
13 either this Order or the terms of the Settlement Agreement.

14 16. The Court reserves the right to continue the date of the final approval hearing
15 without further notice to Class Members. The Court may approve or modify the Settlement without
16 further notice to Class Members. The Court retains jurisdiction to consider all further matters
17 arising out of or in connection with the Settlement. This Action is stayed until further ordered by
18 this Court, except such actions and proceedings that may be necessary to implement the Settlement
19 and this Order.

20
21 **IT IS SO ORDERED.**

22 Date: _____

23 THE HON. JUDGE NELSON K. H. LEE
24 SUPERIOR COURT JUDGE OF KING COUNTY

25 Presented by:

26 INDIA LIN BODIEN, ATTORNEY AT LAW
27 LAW OFFICE OF TATIANA HERNANDEZ, P.C.
ACKERMANN & TILAJEF, P.C

28 ORDER

INDIA LIN BODIEN, ATTORNEY AT LAW
2522 NORTH PROCTOR STREET #387
TACOMA, WA 98406-5338
P: (253) 212-7913 F: (253) 276-0081

1 /s/ India Lin Bodien
India Lin Bodien, WSBA #44898
2 *Co-Counsel for Plaintiffs and the Class*

3 BATES & ELY, PLLC
4 /s/Wesley D. Bates
Wesley D. Bates, WSBA #26273
5 *Attorney for Defendant*

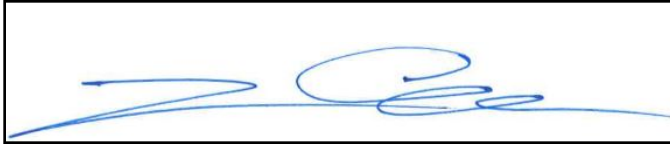
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King County Superior Court
Judicial Electronic Signature Page

Case Number: 19-2-18337-3
Case Title: BARONA RUIZ VS ALTOMARE PAINTING

Document Title: ORDER

Signed by: Nelson Lee
Date: 5/20/2020 9:02:06 AM



Judge/Commissioner: Nelson Lee

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 87FABB48F37DF528E3B1EDF12356F78061B248B1

Certificate effective date: 4/3/2020 10:55:15 AM

Certificate expiry date: 4/3/2025 10:55:15 AM

Certificate Issued by: C=US, E=kcscefilng@kingcounty.gov, OU=DJA, O=DJA,
CN="Nelson Lee: GM4il5RJ6RGHTs64jC1lQQ=="