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

JUSTIN L. OAKLEY, individually and on  
behalf of all those similarly situated,

Plaintiff,

v.

DOMINO'S PIZZA LLC,  
a foreign limited liability company,

Defendant.

No. 20-2-14563-7 KNT

~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR LEAVE  
TO FILE OVERLENGTH MOTION

THIS MATTER having come before the Court on Plaintiff Justin L. Oakley's Motion for Leave to File Overlength Motion. The Court has reviewed the motion and all evidence submitted in support of, and in opposition, if any, to the motion, and is otherwise fully informed.

IT IS HEREBY ORDERED that Plaintiff's Motion for Leave to File Overlength Motion in support of his Unopposed Motion for Settlement Class Certification and Preliminary Approval of Class Action Settlement is GRANTED and the Court accepts such Motion filed contemporaneously with the Motion for Leave to File Overlength Motion.

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SO ORDERED this 14<sup>th</sup> day of February, 2024.

  
\_\_\_\_\_  
JUDGE MAUREEN MCKEE

Presented by:

PRESENTED BY:

*s/ Adam J. Berger*  
\_\_\_\_\_  
Adam J. Berger, WSBA #20714

ENTENTE LAW PLLC  
James B. Pizl, WSBA #28969

*Counsel for Plaintiff*

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The Honorable Maureen A. McKee

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

JUSTIN L. OAKLEY, individually and on  
behalf of all those similarly situated,  
  
Plaintiff,  
  
vs.  
  
DOMINO'S PIZZA LLC,  
a foreign limited liability company  
  
Defendant.

No. 20-2-14563-7 KNT  
  
~~PROPOSED~~ ORDER  
CONDITIONALLY CERTIFYING  
SETTLEMENT CLASS, GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT,  
AUTHORIZING NOTICE, AND  
SETTING FINAL FAIRNESS HEARING  
  
(CLERK'S ACTION REQUIRED)

This matter came before the Court on Plaintiff's Motion for Conditional Settlement Class Certification and Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"). In conjunction with Plaintiff's Motion, Plaintiff has filed a copy of the Parties' signed Class Action Settlement Agreement and Release of Claims (the "Settlement Agreement"), attached as Exhibit 1 to the Declaration of James B. Pizl in support of Plaintiff's Motion.

WHEREAS, the Court has considered Plaintiff's Motion, the Parties' signed Settlement Agreement, and all of the other pleadings, papers, and filings herein;

WHEREAS, as used herein, all terms defined in the Parties' Settlement Agreement shall have the same meaning here; and

WHEREAS, good cause appearing that the Parties' Settlement Agreement is within the range of reasonableness and is presumptively valid,

1           1.       NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

2           Pursuant to Washington Superior Court Civil Rule 23(a) and (b)(3), and in conjunction  
3 with the Settlement Agreement, the Court hereby certifies this case as a class action, solely for  
4 purposes of implementing the Parties' Settlement Agreement, on behalf of the following Proposed  
5 Settlement Class:

6           All individuals employed by Domino's Pizza LLC as commercial delivery and  
7 service drivers based in Washington and paid on a per mile and load weight basis  
8 from September 30, 2017 through November 15, 2023.

9           The Settlement Class shall exclude any persons who opt out of the Settlement Class in accordance  
10 with the terms of the Settlement Agreement and Paragraph 14 of this Order.

11           2.       The Court finds that the prerequisites of CR 23(a) and (b)(3) have been satisfied for  
12 the Settlement Class. Specifically, the Court finds as follows:

13           a.       The Settlement Class, which consists of approximately 151 individuals, is  
14 so numerous that joinder of all members is impracticable. In reaching this conclusion, the  
15 Court has considered not just the number of Class members, but the interests of judicial  
16 efficiency, the relatively small value of many Settlement Class Member claims, and other  
17 factors relevant to the interest and ability of employees to individually join or bring claims  
18 against a current or former employer.

19           b.       There are questions of law and fact common to the Settlement Class,  
20 including, but not limited to: whether Domino's failed to pay overtime or the reasonable  
21 equivalent of overtime under the Minimum Wage Act, RCW 49.46.130(2)(f), to Plaintiff  
22 and members of the Settlement Class.

23           c.       The claims of the Named Plaintiff are typical of the claims of the Settlement  
24 Class, and the Named Plaintiff and Class Counsel will fairly and adequately protect the  
25 interests of the Settlement Class.  
26

1           d.       Certification of a Settlement Class under CR 23(b)(3) is appropriate because  
2           questions of law and fact common to all Settlement Class Members predominate over any  
3           questions affecting only individual members, and a class action is superior to other  
4           available means for the fair and efficient resolution of this controversy. Such common  
5           questions of law and fact include but are not limited to those identified in subparagraph (b)  
6           above.

7           3.       Pursuant to CR 23, Named Plaintiff Justin Oakley is hereby appointed and  
8           designated, for all purposes, as the Class Representative of the Settlement Class, and James B. Pizl  
9           and Entente Law PLLC, and Adam Berger and Schroeter Goldmark Bender, are hereby appointed  
10          and designated as Class Counsel for the Settlement Class.

11          4.       Class Counsel is authorized to act on behalf of the Settlement Class with respect to  
12          all acts or consents required by or which may be required pursuant to the Settlement Agreement.

13          5.       The Court approves the proposed form and content of the Notice of Proposed  
14          Settlement of Class Action (“Class Notice”) that is attached as Exhibit A of Exhibit 1 to the  
15          Declaration of James B. Pizl.

16          6.       The Court hereby appoints CPT Group Class Action Administrators as Settlement  
17          Administrator responsible for establishing a Qualified Settlement Fund (“QSF”) pursuant to IRC  
18          § 468B(g), mailing and/or emailing Class Notices and settlement awards to Settlement Class  
19          Members, and processing and filing all appropriate tax forms and documents including but not  
20          limited to W2s, 1099s, 1120-SF, etc.

21          7.       Consistent with the terms of the Settlement Agreement, the Settlement  
22          Administrator is hereby directed to email and mail, or cause to be mailed, by first-class mail, a  
23          copy of the Class Notice to each Settlement Class Member no later than twenty-one (21) calendar  
24          days following the date of this Order.

1           8. Pursuant to CR 23, the Court hereby finds and concludes that the form and manner  
2 of giving notice by mailing a Class Notice to each individual Settlement Class Member, as required  
3 by the Settlement Agreement and by this Order, is the best notice practicable under the  
4 circumstances. Said notice procedures fully satisfy the requirements of CR 23(c)(2) and CR 23(e)  
5 and the requirements of due process.

6           9. The Court conditionally approves Class Counsel's request for an attorneys' fees  
7 award of \$450,000, or 30% of the gross Settlement Fund, plus actual and projected litigation costs  
8 of \$8,000. This approval is preliminary and is subject to modification at the time of final settlement  
9 approval upon a showing of appropriate cause.

10          10. The Court preliminarily approves up to \$10,000 to be paid from the settlement fund  
11 to compensate CPT Group Class Action Administrators for its services provided in the  
12 administration of the settlement. This approval is preliminary and is subject to modification at the  
13 time of final settlement approval upon a showing of appropriate cause.

14          11. The Court preliminarily approves an award of an incentive payment of \$20,000 to  
15 Justin Oakley in recognition of his role in this case and service to the Settlement Class. This  
16 approval is preliminary and is subject to modification at the time of final settlement approval.

17          12. On 4/29/24, 2024, at <sup>1:00 p.m.</sup>~~9:00 a.m.~~, a Final Settlement Approval Hearing  
18 shall be held before the Honorable Maureen A. McKee at the King County Superior Court ~~in~~  
19 via zoom, Washington, to determine whether the Court should approve the fairness,  
20 adequacy, and reasonableness of the terms and conditions of the Settlement Agreement and  
21 whether the Court should enter the Parties' proposed Final Order and Judgment.

1           13. Pursuant to King County Local Court Rules, Plaintiff shall file memoranda or other  
2 papers they may wish to submit in support of the proposed Settlement Agreement no later than  
3 nine (9) court days before the Final Settlement Approval Hearing. The memoranda shall confirm  
4 that the mailing of the Class Notice was completed in accordance with the requirements of this  
5 Order and provide information concerning the individuals that have opted out of the settlement  
6 and any objections received. A draft copy of these pleadings shall be provided to Defendant before  
7 filing.

8           14. Any person who is eligible to exclude him or herself from the Settlement Class  
9 under the terms of the Settlement Agreement must do so by following the instructions for  
10 requesting exclusion as set forth in the Class Notice. All requests for exclusion from the Settlement  
11 Class must be postmarked, hand-delivered, or emailed to the Settlement Administrator no later  
12 than forty-five (45) days after the date of mailing of the Class Notice, in accordance with the  
13 instructions in the Class Notice and the terms and requirements of the Settlement Agreement, or  
14 they shall be deemed void and ineffective.

15           15. Any Settlement Class Member may enter an appearance through counsel of such  
16 Settlement Class Member's own choosing and at such Settlement Class Member's own expense.  
17 Any Settlement Class Member who does not personally appear or otherwise enter an appearance  
18 at the Final Settlement Approval Hearing shall be deemed to be represented by Class Counsel in  
19 this litigation as provided above.

20           16. Any Settlement Class Member who has not validly requested exclusion may submit  
21 written objections to the Settlement Agreement by mailing to the Settlement Administrator, at the  
22 addresses provided in the Settlement Notice, a written statement containing the Settlement Class  
23 Member's name, current address, and the substance of his or her objection (including any briefs  
24 and supporting papers) no later than forty-five (45) days after the date of mailing of the Class  
25 Notice. Any Settlement Class Member who presents written objections in the manner prescribed  
26 above may also appear personally or through counsel at the Final Settlement Approval Hearing to

1 express the Settlement Class Member's views regarding the Settlement Agreement. Only  
2 Settlement Class Members who object to the Settlement Agreement in writing, in person, or by  
3 appearance through counsel, in accordance with the procedures set forth in this Order, shall be  
4 permitted to appeal or otherwise seek review of this Court's decision approving or rejecting the  
5 Settlement Agreement. Failure to follow the procedures for objecting set forth herein shall  
6 constitute a waiver of a Settlement Class Member's right to object to the Settlement Agreement.

7 17. Pending this Court's ruling on final approval of the Settlement Agreement, the  
8 Named Plaintiff and all Settlement Class Members are enjoined from filing or prosecuting any  
9 claims, suits or administrative proceedings regarding claims released in the Settlement Agreement,  
10 unless and until the Court's final settlement approval hearing. As detailed in the Settlement, the  
11 Released Claims specifically include, but are not limited to, any claims arising out of or relating  
12 to any wage and hour claims as well as any attendant claims for overtime, premium payments,  
13 interest, liquidated or double damages, exemplary damages, and attorneys' fees and costs relating  
14 to any of the foregoing. Released claims also include, but are not limited to, claims arising under  
15 the Minimum Wage Act, Wage Rebate Act, and Washington Wage Payment Act.

16 18. The Final Settlement Approval Hearing, and all dates provided for herein, may,  
17 without further notice to the Settlement Class, be continued or adjourned by order of this Court.

18 19. Consistent with the Settlement Agreement, neither this Order, nor the fact or  
19 substance of the Settlement Agreement, shall be considered a concession or admission, nor shall  
20 they be used as evidence in any proceeding for the purpose of establishing Defendant's liability or  
21 wrongdoing or for the purpose of establishing grounds for class certification if the Settlement does  
22 not receive final approval.

23 20. In the event the Settlement Agreement does not become effective in accordance  
24 with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved,  
25 or the Settlement Agreement is terminated, canceled, or fails to become effective for any reason,  
26 this Order shall be vacated and rendered null and void, the Settlement Class shall be decertified,



1 and all claims and defenses previously asserted by the Parties shall be reinstated and the Court  
2 shall enter further appropriate orders governing the proceedings and establishing a revised case  
3 schedule in this matter.

4 IT IS SO ORDERED this 14<sup>th</sup> day of February, 2024.

5  
6   
7 The Honorable Maureen A. McKee  
8 *Judge, King County Superior Court*

9 Presented by:

Received; Approved as to Form;  
Notice of Presentation Waived:

10 ENTENTE LAW PLLC

DLA Piper LLP (US)

11 s/ James B. Pizl

s/ Anthony Todaro

12 James B. Pizl, WSBA #28969  
13 Justin Abbasi, WSBA #53582  
Ari Robbins Greene, WSBA #54201

Anthony Todaro, WSBA # 30391  
Alexandria Cates, WSBA #53786

14 SCHROETER GOLDMARK &  
15 BENDER

*Attorneys for Defendant*

s/ Adam J. Berger

16 Adam J. Berger, WSBA #20714  
17 Lindsay L. Halm, WSBA #37141  
Chen-Chen Jiang, WSBA #51914

18 *Attorneys for Plaintiff*