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SUPERIOR COURT CLERK
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CASE #: 24-2-05039-6 KNT

THE HONORABLE KRISTIN BALLINGER
NOTING DATE: JUNE 20, 2025
Without Oral Argument

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

CHERIE BURKE and CHASSIDY FITE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SHAKE SHACK ENTERPRISES, LLC, a
Foreign Limited Liability Company; **SHAKE
SHACK WASHINGTON LLC,** a Foreign
Limited Liability Company, and **DOES 1-10,**
inclusive,

Defendants.

Case No. 24-2-05039-6 KNT

[PROPOSED] 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**

[PROPOSED] ORDER

ACKERMANN & TILAJEF, P.C.
2602 N. PROCTOR ST., STE. 205
TACOMA, WASHINGTON 98406
P: (253) 625-7720 F: (310) 277-0635

1 The motion filed by Plaintiffs Cherie Burke and Chassidy Fite (“Plaintiffs”) on behalf of
2 themselves and all others similarly situated, for preliminary approval of their class action
3 settlement with Defendants Shake Shack Enterprises, LLC and Shake Shack Washington LLC
4 (“Defendants”), seeking conditional certification of a Settlement Class in this action, preliminary
5 approval of the Parties’ proposed Settlement, approval of the notice plan and the notice to be sent
6 to Settlement Class Members about the Settlement, and the setting of a date for the hearing on final
7 approval of the Settlement, came before the Court for consideration. The Court, having read and
8 considered the papers on the motion, the arguments of counsel, and the law, and good cause
9 appearing therefore,

10 **IT IS SO ORDERED:**

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

13 Plaintiffs and other individuals who received the Court-approved Notice and who from
14 January 1, 2023 through June 26, 2024 (the “Settlement Class Period”), applied for a
15 job opening in the State of Washington with Defendants, where the job posting did not
16 disclose the wage scale or salary range and/or a general description of benefits or other
compensation for the position, except individuals who voluntarily withdrew their
application, were automatically disqualified, or were hired.

17 2. The proposed Settlement Class satisfies the requirements of a settlement class
18 because the Settlement Class Members are readily ascertainable, and a well-defined community
19 of interest exists in the questions of law and fact affecting the Parties. The Settlement Class
20 includes approximately 1,755 individuals.

21 3. The Parties’ Class Action Settlement Agreement (the “Settlement” or “S.A.”)
22 (Decl. of Craig J. Ackermann in Support of Preliminary Approval, **Exhibit 1**) is granted
23 preliminary approval as it meets the criteria for preliminary settlement approval. This Order
24 incorporates by reference the definitions and terms in the Settlement. The Court finds that, given
25 the benefits provided to the Settlement Class, the potential defenses raised by Defendants, and the
26 range of other comparable settlements that have received preliminary and final approval by other
27 Washington state and federal courts, the Settlement falls within the range of possible final approval

1 as fair, adequate and reasonable, was the product of arm's-length and informed negotiations
2 between the Parties, and appears to treat all Settlement Class Members fairly.

3 4. The Parties' proposed Notice plan is constitutionally sound because individual
4 Notices and Claim Forms will be mailed and/or emailed to all Settlement Class Members whose
5 identities are known to the Parties. The Notices and Claim Forms will be disseminated according
6 to the notice procedure described in the Settlement and substantially in the form submitted by the
7 Parties. To ensure that the Notices and Claim Forms reach as many Settlement Class Members as
8 possible, the Settlement Administrator will take the class data provided by the Parties (which will
9 include each Settlement Class Member's full name, last-known address, last known telephone
10 number, and last known email address, to the extent this information is known and reasonably
11 accessible in Defendants' records), and update the addresses using the National Change of Address
12 database. After doing so, the Settlement Administrator will mail via first-class mail and/or email
13 the Notices and Claim Forms. If any of the Notices and Claim Forms are returned as undeliverable
14 (i.e., if there is no forwarding address), the Settlement Administrator will perform "skip trace"
15 address searches and will re-mail Notices and Claim Forms to Settlement Class Members for
16 whom new addresses are provided or are found. Proof of distribution of the Notices and Claim
17 Forms will be filed by the Parties at or prior to the final approval hearing. The Parties' proposed
18 Class Notice (Settlement Agreement, **Exhibit A**) is sufficient to inform Settlement Class Members
19 of the terms of the Settlement, their rights under the Settlement (including, but not limited to, their
20 right to participate in the Settlement and receive a share of the Net Settlement Fund by submitting
21 a valid and timely Claim Form, their right to object to the Settlement, and their right to request to
22 be excluded from the Settlement), and the date and location of the final approval hearing. The
23 Notice further advises Settlement Class Members that, if they do not elect to exclude themselves
24 from the Settlement, and if they submit a timely and valid Claim Form, they will receive their
25 equal share of the Net Settlement Fund as a Settlement Claimant and will be bound by the release
26
27

1 of claims in the Settlement Agreement¹ with respect to Defendants and the Released Parties².
2 Further, the Notice advises Settlement Class Members that, if they do not exclude themselves from
3 the Settlement, and if they do not submit a timely and valid Claim Form, they will not receive an
4 equal share of the Net Settlement Fund and will still be bound by the release of claims in the
5 Settlement Agreement with respect to Defendants and the Released Parties. The Notice plan
6 provides the best notice practicable and, therefore, is approved.

7 5. Any Settlement Class Member who does not request exclusion from the Settlement
8 and seeks to be eligible to receive a share of the Net Settlement Fund has until 60 days after the
9 mailing and emailing of the Notice to submit a Claim Form, pursuant to the procedures set forth
10 in the Notice.

11 6. Any Settlement Class Member who does not request exclusion from the Settlement
12 and who wishes to object to the Settlement, including to Class Counsel's requested attorneys' fees
13 and/or litigation costs, has until 60 days after the mailing and emailing of the Notice to submit a
14 written objection, pursuant to the procedures set forth in the Notice.

15 7. Any Settlement Class Member may opt-out of the Settlement by submitting a
16 written request for exclusion from the Settlement no later than 60 days after the mailing and
17 emailing of the Notice, pursuant to the procedures set forth in the Notice. Any Settlement Class
18 Member who requests exclusion from the settlement does not have a right to object to the
19 Settlement or to submit a Claim Form.

20
21 ¹ The Settlement Class Members' Release is defined as, "the claims asserted in the operative Complaints or claims
22 that could have been asserted based on the facts alleged in the operative Complaints (the "Released Class Claims").
23 The Released Class Claims will include, but not be limited to, any claims based on Defendants' alleged failure to
24 comply with the job posting/pay transparency requirements of the Washington Equal Pay and Opportunities Act,
25 including, but not limited to, any alleged liabilities arising out of or relating to a failure to include the wage scale or
26 salary range, and a general description of all of the benefits and other compensation to be offered to a hired applicant
27 in any job postings. The Released Class Claims specifically include, but are not limited to, any claims arising out of
or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, interest,
liquidated damages, exemplary damages, statutory damages, minimum statutory damages, and attorneys' fees and
costs relating to any of the foregoing." See S.A., ¶ 21.a.

² The Released Parties are: "(i) Defendants and their parents, subsidiaries, affiliates, insurers, insurance policies and
benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders,
holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and
plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons
and entities described in this sentence." See S.A., ¶ 21.c.

1 8. Any Settlement Class Member who does not timely submit a written objection that
2 complies with the requirements in the Notice shall not be permitted to object or appear at the final
3 approval hearing, shall be deemed to have waived any objection at the final approval hearing, and
4 shall be bound by all proceedings, orders, and judgments of the Court. Any Settlement Class
5 Member who wishes to be heard orally at the final approval hearing, either personally or through
6 an attorney, must so state explicitly in the Settlement Class Member's written objection as
7 described in the Notice, or the Settlement Class Member will not be heard orally. Any objection
8 that is not timely made shall be forever barred. Any attorney hired by a Settlement Class Member
9 at that Settlement Class Member's expense for the purpose of making objections must file with
10 the Clerk of the Court, and serve the Parties' counsel, a notice of appearance within 60 days of the
11 date of the Notice.

12 9. The Court makes the following appointments: (1) Plaintiffs Cherie Burke and
13 Chassidy Fite as Settlement Class Representatives; (2) Craig Ackermann, Brian Denlinger, and
14 Avi Kreitenberg of Ackermann & Tilajef, P.C. as Class Counsel; and (3) CPT Group, Inc. as
15 Settlement Administrator.

16 10. Defendants are directed to provide the Settlement Administrator with the
17 Settlement Class List, as specified by paragraph 16 of the Settlement, no later than 14 calendar
18 days after the date of this Order.

19 11. The Settlement Administrator is directed to mail the approved Notice and Claim
20 Form by first-class regular U.S. mail and by email, to the extent this information is available, to
21 the Settlement Class Members no later than 14 calendar days after receipt of the Settlement Class
22 List from Defendants, as specified by paragraph 17 of the Settlement.

23 12. The Settlement Administrator is directed to email Supplemental Claim Forms, to
24 the extent this information is available, to Settlement Class Members who have not submitted a
25 Claim Form or requested exclusion from the Settlement, as specified by paragraph 17 of the
26 Settlement.

27 13. A final approval hearing will be held on **November 21, 2025 at 1:30 PM** to

determine whether the Settlement should be granted final approval as fair, reasonable, and adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement and will consider the Settlement Class Representatives' requests for their Settlement Class Representative Service Awards and Class Counsel's request for attorneys' fees and reimbursement of litigation costs. Settlement Class Members and their counsel may oppose the Settlement and/or the motion for an award of the Settlement Class Representative Service Awards and the Class Counsel attorneys' fees and reimbursement of litigation costs, if they so desire, as set forth in the Notice.

14. Plaintiffs' motion in support of final approval, including any request for the Class Counsel attorneys' fees and litigation costs payment, must be filed no later than 9 Court days before the final approval hearing. Any Settlement Class Member may appear at the final approval hearing in person or by his or her own attorney and show cause why the Court should not approve the Settlement, or object to the motion for awards of the Settlement Class Representative Service Awards and/or Class Counsel's requested attorneys' fees and litigation costs, pursuant to the procedures set forth in the Notice.

15. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Settlement Class Members, and any person or entity allegedly acting on behalf of Settlement Class Members, either directly, representatively or in any other capacity, are preliminarily enjoined from commencing or prosecuting against Defendants any action or proceeding in any court or other forum asserting any of the Released Class Claims. This injunction is necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and authority to enter judgment when appropriate and is ordered in aid of the Court's jurisdiction and to protect its judgments.

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

1 17. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

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

10 **IT IS SO ORDERED.**

11
12 DATED: _____

HONORABLE JUDGE KRISTIN BALLINGER
SUPERIOR COURT JUDGE OF KING COUNTY

13
14
15 Presented by:

16 ACKERMANN & TILAJEF, P.C.

17 /s/Craig J. Ackermann
18 Craig Ackermann, WSBA #53330
19 Brian W. Denlinger, WSBA #53177
20 Avi Kreitenberg, WSBA #53294
21 *Counsel for Plaintiffs and the Settlement Class*

22 FISHER & PHILLIPS LLP

23 /s/Catharine M. Morisset
24 Catharine M. Morisset, WSBA #29682
25 Ryan Jones, WSBA #52566
26 *Counsel for Defendants*
27

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

Case Number: 24-2-05039-6 KNT
Case Title: BURKE ET ANO VS SHAKE SHACK ENTERPRISES ET ANO
Document Title: Order Granting Motion / Petition
Date Signed: 06/20/2025



Judge: Kristin Ballinger

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