

THE HONORABLE ROBERT S. LASNIK

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SAMATAR ABDI,

Plaintiff,

v.

AB CAR RENTAL SERVICES, INC.,

Defendant.

CASE NO. C16-0421RSL

ORDER GRANTING STIPULATED
MOTION FOR CERTIFICATION OF
SETTLEMENT CLASS AND FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Before the Court is the Parties’ Stipulated Motion for Certification of Settlement Class and for Preliminary Approval of Class Action Settlement (the “Stipulated Motion”). The Court has considered the Stipulated Motion, together with its supporting declarations and exhibits.

This Court has reviewed the Parties’ Settlement Agreement (“Agreement”), as well as the files, records, and proceedings to date in this matter. For purposes of this Order, capitalized

1 terms used below shall have the meaning ascribed to them in the Stipulated Motion, unless
2 otherwise defined.

3 Based on this Court's review of the Agreement and all of the files, records, and
4 proceedings herein, the Court concludes, upon preliminary examination, that the Agreement and
5 Settlement appear fair, reasonable, and adequate, and within the range of reasonableness for
6 preliminary settlement approval, and that a hearing should and will be held after notice to the
7 Settlement Class (as defined in Paragraph B below) to confirm that the Agreement and
8 Settlement are fair, reasonable, and adequate and to determine whether the Settlement should be
9 approved and final judgment entered in this action based upon the Agreement.

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11 IT IS HEREBY ORDERED THAT:

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13 A. **Preliminary Approval of Proposed Settlement.**

14 The Agreement is preliminarily approved as fair, reasonable, and adequate and within
15 the range of reasonableness for preliminary settlement approval. The Court finds that: (a) the
16 Agreement resulted from extensive arm's length negotiations; and (b) the Agreement is
17 sufficient to warrant notice of the Settlement to persons in the Settlement Class and a full
18 hearing on the approval of the Settlement.

19 B. **Class Certification For Settlement Purposes Only.**

20 Pursuant to Federal Rule of Civil Procedure 23(c), the Court conditionally certifies, for
21 settlement purposes only, the following Settlement Class:

22 All employees of the Defendant who were on Defendant's payroll who are
23 alleged to have been either Hospitality Workers or Transportation
24 Workers and who worked one or more hours within the City of SeaTac at
25 any time during the time period from January 1, 2014 to the present, and

1 who were paid less than the prevailing minimum wage prescribed by the
2 City of SeaTac Municipal Code 7.45.050, i.e., a base rate of \$15.00 per
3 hour in 2014 and \$15.24 in 2015 and 2016.

4 The Court finds that the numerosity, commonality, typicality, and adequacy
5 requirements of Rule 23(a) are satisfied for settlement purposes. The Court also finds
6 that the predominance, manageability, and superiority requirements of Rule 23(b)(3) are
7 satisfied for settlement purposes.

8 Accordingly, the Court orders as follows:

- 9 1. Plaintiff Samatar Abdi is appointed Class Representative; and
- 10 2. Plaintiff's counsel are hereby appointed and designated as counsel for the above-
11 described Settlement Class and are authorized to act on behalf of the members of the
12 Settlement Class.

13 **C. Settlement Hearing.**

14 A final approval hearing (the "Settlement Hearing") shall be held before the Honorable
15 Robert S. Lasnik on July 31, 2018, at 10:00 am as set forth in the Notice to the Settlement Class,
16 to determine whether the Agreement is fair, reasonable, and adequate and should be approved.
17 Papers in support of final approval of the Agreement, the incentive award to Plaintiff, and Class
18 Counsel's application for an award of attorneys' fees, costs and expenses (the "Fee
19 Application") shall be filed with the Court according to the schedule set forth in Paragraph M
20 below. The Final Settlement Approval Hearing, and all dates provided for herein, may, without
21 further notice to the Class, be continued or adjourned by order of this Court. After the
22 Settlement Hearing, the Court may enter a settlement order and final judgment in accordance
23 with the Agreement that will adjudicate the rights of the Settlement Class Members with respect
24 to the Released Claims being settled. The scope of the Released Claims shall be: "any and all
25 claims, known or unknown, asserted or unasserted, including, but not limited to, tort claims,

1 contractual claims, and/or any statutory claims, arising under the Ordinance (Chapter 7.45, *et*
2 *seq.*, of the City of SeaTac Municipal Code), Washington State’s wage and hour laws and
3 regulations (as set forth in Chapters 49.12, 49.46, 49.48, and 49.52 RCW and Chapters 296-126
4 and 296-128 WAC), the Fair Labor Standards Act, and all related retaliation claims, during the
5 relevant period, which were or which could have been asserted in the Lawsuit.”

6 **D. Class Notice.**

7 Class Notice, with changes necessary to conform to this Order, shall be sent within thirty
8 (30) days following entry of this Order. Simpluris, Inc. is appointed as Claims Administrator.

9 **E. Mail Notice.**

10 The Claims Administrator will provide mail notice to persons in the Settlement Class for
11 whom the Defendant possesses a mailing address. Mail Notice will be sent via e-mail and first-
12 class mail to the most recent addresses as reflected in reasonably available employment records
13 of the Defendant. Skip tracing shall be performed by the Claims Administrator for all returned
14 mail.

15 **F. Findings Concerning Class Notice.**

16 The Court finds that the foregoing program of Class Notice, with changes necessary to
17 conform to this Order, and the manner of its dissemination is the best practicable notice under
18 the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency
19 of this action and their right to object to or exclude themselves from the Settlement Class. The
20 Court further finds that the Class Notice program is reasonable, that it constitutes due, adequate,
21 and sufficient notice to all persons entitled to receive notice and that it meets the requirements
22 of due process and FRCP 23. The Court hereby approves the Notice in substantially the same
23 form as that attached as Exhibit 2 to the Declaration of Duncan C. Turner filed in support of the
24 Stipulated Motion, with changes necessary to conform to this Order.

1 **G. Administration.**

2 The Court confirms that it is appropriate for the Defendant to provide the information
3 necessary to provide the notice contemplated herein and to administer the settlement, including
4 names, addresses, and personal identifying information.

5 **H. Exclusion from the Settlement Class.**

6 Persons in the Settlement Class will possess the right to opt out by sending a written
7 request to a designated address on or before June 7, 2018. All Settlement Class Members who
8 do not opt out in accordance with the terms set forth herein will be bound by all determinations
9 and judgments in this action. Exclusion requests must contain the person's name, address,
10 telephone number, and signature, and must include the following statement: "I request to be
11 excluded from the class settlement in *Samatar Abdi v. AB Car Rental Services, Inc.*, Case No.
12 C16-0421RSL." The Claims Administrator will retain a copy of all requests for exclusion. Not
13 later than June 14, 2018, the Claims Administrator shall file with the Court a declaration that
14 provides copies of all exclusion requests received, whether in the prescribed form or not.

15 **I. Objections and Appearances.**

16 Any person in the Settlement Class who has not timely submitted a valid request for
17 exclusion from the Settlement Class, and thus is a Settlement Class Member, may object to the
18 proposed Settlement and appear at the Final Approval Hearing to argue that the proposed
19 Settlement should not be approved and/or to oppose the application of Class Counsel for an
20 award of attorneys' fees and the incentive award to the named Plaintiff.

- 21 1. In order to object to the Settlement, a Settlement Class member must make
22 any objection in writing and file it with the Court and serve on all Parties on or
23 before June 7, 2018. The objection must include the person's name, address,
24 telephone number, and signature, and must set forth, in clear and concise

1 terms, the legal and factual arguments supporting the objection. Any
2 objections that are not timely filed and mailed may be forever barred.

3 2. In order to speak at the hearing, a Settlement Class member also must file with
4 the Court and serve on all Parties a Notice of Intention to Appear at Fairness
5 Hearing with the Court on or before July 13, 2018 The Notice must include
6 the person’s name, address, telephone number, and signature.

7 **J. Further Papers In Support Of Settlement And Fee Application.**

8 Class Counsel’s fee application and/or request for an incentive award shall be filed on
9 or before May 23, 2018. The Motion for Final Approval shall be filed on or before July 5,
10 2018. Both motions shall be noted for consideration on July 31, 2018.

11 **K. Effect of Failure to Approve the Agreement.**

12 In the event the Agreement is not approved by the Court, or for any reason the Parties
13 fail to obtain a Final Judgment as contemplated in the Agreement, or the Agreement is
14 terminated pursuant to its terms for any reason, then the following shall apply:

- 15 1. All orders and findings entered in connection with the Agreement shall
16 become null and void and have no further force and effect, shall not be used or
17 referred to for any purposes whatsoever, and shall not be admissible or
18 discoverable in any other proceeding;
- 19 2. The conditional certification of the Settlement Class pursuant to this Order
20 shall be vacated automatically and void; no doctrine of waiver, estoppel, or
21 preclusion shall be asserted in any litigated certification proceedings in the
22 Action;

1 3. The Agreement and its existence shall be inadmissible to establish any fact or
2 any alleged liability of the Defendant for the matters alleged in this action or
3 for any other purpose; and

4 4. Nothing contained in this Order is, or may be construed as, any admission or
5 concession by or against the Defendant or Plaintiff on any point of fact or law.

6 **L. Stay/Bar Of Other Proceedings.**

7 All proceedings in this action are stayed until further order of the Court, except as may
8 be necessary to implement the terms of the Settlement. Pending final determination of
9 whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class and
10 persons purporting to act on their behalf are enjoined from commencing or prosecuting (either
11 directly, representatively, or in any other capacity) against any of the Released Parties any
12 action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of
13 the Released Claims as defined in the Agreement.

14 **M. Timeline.**

ACTION	DATE
Preliminary Approval Order Entered	At the Court's Discretion
Notice Mailing Date	No later than April 23, 2018
Fee Application Deadline	May 23, 2018
Exclusion/Objection Deadline	June 7, 2018
Claims Administrator's Filing of Exclusion Requests	June 14, 2018

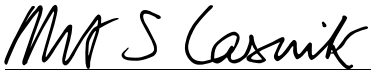
1 2 3	Final Approval Brief and Response to Objections	July 5, 2018
4 5	Final Approval Hearing / Noting Date	July 31, 2018
6 7	Final Approval Order Entered	At the Court's Discretion

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The Final Hearing is scheduled on July 31, 2018 at 10:00 am in Courtroom 15106 at the United States Courthouse, 700 Stewart Street, Seattle, WA 98101.

IT IS SO ORDERED

DATED this 26th day of March, 2018.


 Robert S. Lasnik
 United States District Judge