

The Honorable John P. Erlick  
Hearing Date: June 7, 2018  
Hearing Time: 3:30 p.m.

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

LOU LEHMAN, individually and on behalf of  
all those similarly situated,

Plaintiff,

v.

EXTRA CAR AIRPORT PARKING, INC., a  
domestic corporation, MICHAEL  
VERGILLO, and KIMBERLY EDWARDS  
VERGILLO,

Defendants.

No. 14-2-08531-1 KNT

~~[PROPOSED]~~ ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
DISMISSING ACTION WITH  
PREJUDICE

[CLERK'S ACTION REQUIRED]

ROBERT RUSSELL, individually and on  
behalf of all those similarly situated,

Plaintiff,

v.

EXTRA CAR AIRPORT PARKING, INC., a  
domestic corporation,

Defendant.

No. 17-2-16394-5 KNT

THIS MATTER comes before the Court on Plaintiffs' Unopposed Motion for  
Final Approval of Class Action Settlement. The Court has considered all papers and  
materials submitted by the parties in support of the proposed Settlement Agreement, including

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS'  
UNOPPOSED MOTION FOR SETTLEMENT CLASS  
CERTIFICATION AND PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT AND  
DISMISSING ACTION WITH PREJUDICE- 1

**ORIGINAL**

SCHROETER GOLDMARK & BENDER

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1 Plaintiffs' preliminary and final memoranda in support of approval of the Settlement  
2 Agreement and the Declarations of Class Counsel in support of the proposed  
3 settlement and exhibits thereto. Having considered these materials and the statements of  
4 counsel at the Final Approval Hearing on June 7, 2018, the Court has determined that the  
5 proposed Settlement Agreement should be approved as fair, adequate, and reasonable. In  
6 making this determination, the Court has considered the likelihood of success of both  
7 Plaintiffs' claims and Defendants' defenses. The Court has also considered the status and  
8 extent of the parties' investigation, research, discovery and negotiations with respect to  
9 Plaintiffs' claims and Defendants' defenses. Finally, the Court finds that all settlement  
10 negotiations were conducted in good faith and at arms' length and that there was no collusion.

11 The Court hereby ORDERS that:

12  
13  
14 1. The Court's Order Certifying Settlement Class, Granting Preliminary  
15 Approval of Class Action Settlement, Authorizing Notice, and Setting Final Fairness  
16 Hearing dated March 1, 2018 is hereby incorporated herein as though fully set forth in this  
17 Order Granting Plaintiffs' Unopposed Motion for Final Approval of Class Action  
18 Settlement and Dismissing Action With Prejudice ("Final Judgment").

19  
20 2. Regarding the *Lehman* case, the Court has jurisdiction over the subject matter of  
21 this action and all parties, including all members of the class previously certified by the Court,  
22 which consists of all past and present employees employed by Defendants in Washington as  
23 hourly, non-managerial, non-supervisory employee at some time from January 1, 2014  
24 through September 10, 2016 (the "*Lehman* Class Period"), who have not opted out of this  
25 case ("*Lehman* Class Members").

26 3. Regarding the *Russell* case, the Court has jurisdiction over the subject matter

1 of this action and all parties, including all members of the class certified by the Court for  
2 settlement purposes, which consists of all past or present employees of Command Center, Inc.  
3 who worked for Extra Car Airport Parking, Inc. at any time between August 15, 2014 and  
4 July 13, 2016 (the “*Russell* Settlement Class Period”), who have not opted out of this case  
5 (“*Russell* Settlement Class Members”).

6  
7 4. The Court hereby approves the Settlement Agreement and finds that it is, in all  
8 respects, fair, reasonable, and adequate to the *Lehman* Class Members and the *Russell* Settlement  
9 Class Members.

10 5. The Second Declaration of Adam J. Berger confirms that Class Notices  
11 regarding the Settlement were mailed in accordance with the terms of the Settlement  
12 Agreement, and the Court’s Preliminary Approval Order dated March 1, 2018. The Court  
13 finds and concludes that said Notices fully satisfied the requirements of CR 23(c)(2) and CR  
14 23(e) and the requirements of due process.

15  
16 6. The Court finds that the Notices, which consisted of an individual notice  
17 mailed to the last-known address of each *Lehman* Class Member and the *Russell* Settlement Class  
18 Member, provided the best notice practicable under the circumstances. The Notices  
19 provided due and adequate notice of these proceedings and of the matters set forth  
20 therein, including the pendency of the action, the terms of the proposed Settlement  
21 Agreement, and the procedure for submitting objections to the Settlement Agreement,  
22 to all persons entitled to such notice.

23  
24 7. No objections to the Settlement Agreement have been communicated to Class  
25 Counsel or filed with the Court, and none were raised at the Final Approval Hearing. Two of  
26 the *Russell* Settlement Class Members have opted out of the Settlement Class.

1           8.     Consistent with the parties' Settlement Agreement, neither this Final  
2 Judgment nor the fact or substance of the Settlement Agreement shall be considered a  
3 concession or admission by or against the Released Parties, nor shall they be used against  
4 any of the Released Parties as an admission, waiver or indication with respect to any claim,  
5 defense or assertion or denial of wrongdoing or legal liability.  
6

7           9.     The Court hereby dismisses this action and any and all settled claims with  
8 prejudice as to Plaintiffs Lou Lehman and Robert Russell, all *Lehman* Class Members, and  
9 all *Russell* Settlement Class Members, and without costs or attorneys' fees to any Party except as  
10 provided under the terms of the Settlement Agreement and this Final Judgment.

11           10.    The Court finds that Plaintiffs Lou Lehman and Robert Russell and Class  
12 Counsel adequately represented the classes for purposes of entering into and implementing  
13 the Settlement.  
14

15           11.    The Court finds that Class Counsel's request for an award of attorneys' fees  
16 and costs is fair and reasonable, and hereby approves class counsel's request for a fee and  
17 cost award in the amount of 33.33% of the Gross Settlement Fund, or \$166,650, to be paid  
18 out of the Settlement Fund created by the Settlement Agreement. This payment is in full  
19 and final payment of any claim for fees and costs incurred by all counsel for Plaintiffs in this  
20 case.  
21

22           12.    The Court further approves payment in the amount of \$7,500.00 to the named  
23 Plaintiff Lou Lehman and \$2,000.00 to named plaintiff Robert Russell, in addition to their *pro*  
24 *rata* shares of the Net Settlement Fund under the Settlement, to be paid from the Gross  
25 Settlement Fund, in recognition of their services on behalf of the classes in this action.  
26

13.    The parties are hereby directed to proceed with the settlement payment

1 procedures specified under the terms of the Settlement Agreement, including those  
2 contained in Paragraphs 4 and 5, and their sub-parts, of the Settlement Agreement.

3 14. Named Plaintiffs Lou Lehman and Robert Russell, and all *Lehman Class*  
4 *Members* and *Russell Settlement Class Members* are hereby barred and permanently enjoined  
5 from maintaining, prosecuting, commencing or pursuing any claim released under Paragraphs  
6 8.1 and 8.2 of the Settlement Agreement, respectively, against any of the Released Parties, and  
7 Plaintiffs Lou Lehman and Robert Russell, and all *Lehman Class Members* and *Russell*  
8 *Settlement Class Members* shall be conclusively deemed to have released and discharged the  
9 Released Parties from any and all such claims.  
10

11 15. Without affecting the finality of this Final Judgment for purposes of appeal,  
12 the Court reserves jurisdiction over the parties as to all matters relating to the  
13 administration, consummation, enforcement and interpretation of the Settlement  
14 Agreement and the Final Judgment, and for any other necessary purposes.  
15


16 16. The parties are hereby authorized, without further approval from the Court,  
17 to mutually agree to and adopt such amendments, modifications and expansions of the  
18 Settlement Agreement and all exhibits thereto as (i) are consistent in all material respects  
19 with this Final Judgment, (ii) are effected consistent with the terms of the Settlement  
20 Agreement, and (iii) do not limit the rights of the *Lehman Class Members* and the *Russell*  
21 *Settlement Class Members*.  
22

23 17. In the event that the Settlement Agreement does not become effective as  
24 provided under its terms, this Final Judgment shall be rendered null and void and shall  
25 be vacated and, in such event, all orders entered in connection therewith shall be  
26 vacated and rendered null and void.

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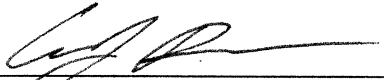
18. This case is hereby dismissed, with prejudice.

DATED this 7<sup>th</sup> day of June, 2018.

  
The Honorable John P. Erlick  
Judge, King County Superior Court

PRESENTED BY:

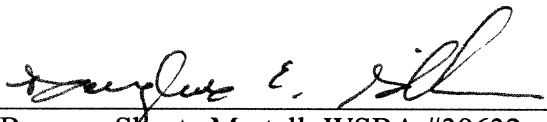
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Adam J. Berger, WSBA #20714  
Jamal N. Whitehead, WSBA #39818

*Attorneys for Plaintiff*

APPROVED AS TO FORM AND FOR ENTRY;  
NOTICE OF PRESENTATION WAIVED:

LITTLER MENDELSON, P.C.

  
Breanne Sheetz Martell, WSBA #39632  
Douglas E. Smith, WSBA #17319

*Attorneys for Defendants*