

The Honorable Tiffany M. Cartwright

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

MICHAEL JENKINS, individually and on behalf of others similarly situated,

Plaintiff,

V.

STEELSCAPE WASHINGTON LLC, a Washington limited liability company,

Defendant.

No. 3:24-cv-05127-TMC

ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, DISMISSING ACTION
WITH PREJUDICE, AND FINAL
JUDGMENT

NOTE ON MOTION CALENDAR:
JULY 31, 2025
HEARING TIME: 4:00 PM

This matter comes before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement. The Court has considered all papers submitted by the parties in connection with the present motion, as well as the records and pleadings on file relating to the Preliminary Approval Motion. The Court also held a hearing on July 31, 2025 and has considered the oral presentation of the parties and any other individuals who appeared at the hearing.

The Court hereby GRANTS Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and ORDERS as follows:

ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT - 1
(CASE NO. 3:24-CV-05127-TMC)

SCHROETER GOLDMARK & BENDER
401 Union Street • Suite 3400 • Seattle, WA 98101
Phone (206) 622-8000 • Fax (206) 682-2305

1 1. The Court's Order Granting Motion to Certify Settlement Class and Preliminary
 2 Approval of Classwide Settlement, Dkt. #20, is incorporated herein by reference.

3 2. The Court finds it has jurisdiction over the subject matter of this action and the
 4 parties, including all members of the Settlement Class who have not opted out of the matter.

5 3. The Court approves the Settlement, finding that it is fair, reasonable, and
 6 adequate to members of the Settlement Class and consistent and in compliance with all
 7 requirements of Washington and federal law for the reasons set forth in the Preliminary
 8 Approval Motion, Dkt. #17, and in Plaintiff's Unopposed Motion for Final Approval.

9
 10 4. The Court finds that the Notices mailed to members of the Settlement Class at
 11 their last known addresses provides the best notice practicable under the circumstances and
 12 that the Notice was distributed in accordance with the Court's Preliminary Approval Order.
 13 The Notices given to the Settlement Class Members fully complied with Rule 23, were the best
 14 notices practicable, were reasonably calculated under the circumstances to apprise members of
 15 the Settlement Class of their rights with respect to the settlement, and satisfied all applicable
 16 requirements of constitutional due process and any other applicable requirements under
 17 Washington and federal law.

18
 19 5. No objections to the terms of the Settlement have been communicated to the
 20 Third Party Settlement Administrator, Class Counsel, or filed with the Court.

21
 22 6. Defendant served notice of the Settlement on appropriate state and federal
 23 officials under 28 U.S.C. § 1715(b) on April 18, 2025, and thereby complied with the
 24 requirements of that statute. This Order is being entered more than 90 days after that service
 25 was provided and therefore complies with 28 U.S.C. § 1715(d).

1 7. The Court finds that Plaintiff Michael Jenkins and Class Counsel Schroeter
 2 Goldmark & Bender adequately represented the Class for purposes of entering into and
 3 implementing the Settlement.

4 8. The Court finds that Class Counsel's request for an award of attorneys' fees and
 5 costs is fair and reasonable, and hereby approves the request for an attorneys' fee award of
 6 20% of the Gross Settlement Fund, or \$1,230,000, plus litigation costs of no greater than
 7 \$20,000. Class Counsel shall remit any excess, unspent costs to the Net Settlement Amount to
 8 distribute to the Settlement Class. The requested award is below the benchmark for percentage
 9 awards in common fund cases. Counsel litigated the case on a contingent-fee basis, meaning
 10 they will not have been paid for over a year and a half of litigation. Most importantly, the
 11 settlement results in a substantial recovery for the Settlement Class. *See In re Omnivision*
 12 *Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) ("The overall result and benefit to
 13 the class from the litigation is the most critical factor in granting a fee award."). Such
 14 considerations support a percentage award of 20%.

15 9. The Court approves an incentive payment from the Gross Settlement Fund in
 16 the amount of \$10,000 to the Michael Jenkins for his time and service on behalf of the
 17 Settlement Class.

18 10. The Court approves payment in the amount of \$8,500 from the Gross Settlement
 19 Fund to Atticus Administration LLC for its fees and costs as Settlement Administrator.

20 11. The parties are hereby directed to proceed with the settlement payment
 21 procedures specified under the terms of the Settlement Agreement.

22 12. The Settlement Agreement is binding on all Settlement Class Members, as
 23 defined in the parties' Settlement Agreement. Plaintiff Michael Jenkins and the Class Members

1 are bound by the Release of Claims set forth in Paragraphs 3 and 4 of the Settlement
 2 Agreement; are enjoined from maintaining, prosecuting, commencing, or pursuing any claim
 3 released under the Settlement Agreement; and are deemed to have released and discharged the
 4 Defendant and Released Parties from any such claims.

5 13. The Court reserves jurisdiction over the parties as to all matters relating to the
 6 administration, enforcement, and interpretation of the Settlement Agreement, and for any other
 7 necessary purposes.

8 14. Neither this Final Order and Judgment nor any aspect of this settlement is to be
 9 offered as evidence of, or construed or deemed as an admission of, liability, culpability,
 10 negligence, or wrongdoing on the part of Defendant or their employees or agents.

11 15. The parties are authorized, without further approval from the Court, to mutually
 12 agree to and adopt any technical or process amendments or modifications to the Settlement
 13 Agreement provided such changes are: (i) consistent with this Order; (ii) consistent with the
 14 intent of the Settlement Agreement; and (iii) do not limit any substantive rights of the
 15 Settlement Class.

16 16. In the event the Settlement does not become effective, this Order shall be
 17 rendered null and void and shall be vacated and, in such event, all orders entered in connection
 18 therewith shall be vacated and rendered null and void.

19 17. This case, including all individual and class claims presented thereby, is hereby
 20 DISMISSED with prejudice, with each party to bear his, her, or its own fees and costs, except
 21 as set forth herein.

22 18. The Court hereby enters Judgment approving the terms of the Settlement. This
 23 Order shall constitute a final judgment for purposes of Federal Rule of Civil Procedure 58.

1 IT IS SO ORDERED this 31st day of July, 2025.

2 
3

4 Tiffany M. Cartwright
United States District Court Judge

5 Presented by:

6 SCHROETER GOLDMARK & BENDER

7 s/ Andrew D. Boes

8 Andrew D. Boes, WSBA #20714
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12 *Attorneys for Plaintiff and the Settlement Class*

13 Approved as to form; approved for entry by:

14 K&L GATES LLP

15 s/ Todd L. Nunn

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