

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

KARLA ORTIZ, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

EXPEDIA, INC, a Delaware Corporation,

Defendant.

Case No. 23-2-11268-7

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

1 The above-titled matter came before this Court upon Plaintiff's Motion for Preliminary
2 Approval of Class Action Settlement. Based upon the memoranda, exhibits, and all the files and
3 proceedings herein, the Court HEREBY ORDERS as follows:

4 1. The Court grants preliminary approval of the Settlement based upon the terms set
5 forth in the Settlement Agreement.

6 2. The settlement terms set forth in the Settlement Agreement appear to be fair,
7 adequate, and reasonable to the Class, and the Court preliminarily approves the terms of the
8 Settlement Agreement.

9 3. The Court grants the parties' request for certification of the following Rule 23
10 Settlement Class for the sole and limited purpose of implementing the terms of the Settlement
11 Agreement, subject to this Court's final approval:

12
13 All employees of Expedia, and its parents, subsidiaries, and affiliates who reported
14 having a home address in Seattle in Expedia's records and worked remotely from
15 their home in Seattle at any time from June 22, 2020 through December 31, 2022,
16 but excluding (1) as previously identified by employee number by Expedia to
17 Plaintiff, Egencia employees who continued to work for Egencia during and after
18 the sale of that entity; (2) as previously identified by employee number by Expedia
19 to Plaintiff, employees who entered into separation agreements that include waivers
20 and releases of claims; and (3) any employees who opt out of the class.

21 4. The Court preliminarily approves the common fund settlement amount of \$135,000
22 (the "Fund").

23 5. The Court preliminarily appoints Plaintiff's Counsel, HammondLaw P.C., as Class
24 Counsel, and Plaintiff as Class Representative.

25 6. This Court approves, as to form and content, the Notice of Proposed Class Action
26 Settlement ("Class Notice"), in substantially the form attached to the Settlement Agreement as
27 **Exhibit A**. The Court approves the procedure for Class Members to opt out of, or object to, the
28 Settlement as set forth in the Settlement Agreement and the Class Notice.

7. The Court appoints Apex Class Action LLC as the Settlement Administrator in this

1 action. The costs of administration will be paid from the Fund.

2 8. As specified in the Settlement Agreement, the Court orders the following schedule
3 of dates for further proceedings:

4 EVENT	DATE/TIMING
5 Defendant provides Class List and related information	10 days after Preliminary Approval Order
6 Settlement Administrator mails Class Notice	21 days after Preliminary Approval Order
7 End of notice period; deadline for opt outs and objections	60 days after initial mailing of Class Notices
8 Settlement Administrator provides report to the parties regarding mailing process, opt-outs, class list, and objections	10 days after end of the Notice Period
9 Settlement Administrator provides sworn declaration regarding notice process	20 days after end of the Notice Period
10 Plaintiff's Counsel files Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award To The Class Representative	9 court days prior to the Final Approval Hearing
11 Final Approval Hearing	Set by the Court; no sooner than 110 days after the Preliminary Approval Order
12 Final Approval Order	As determined by the Court
13 Effective Date	The later of (1) 31 days after the Final Approval Order or (2) if any appeal occurs, when all appeals have been finally resolved
14 Defendant transfers Fund amount and employer-side taxes to qualified settlement fund ("Funding Date")	14 days after the Effective Date
15 Settlement Administrator mails settlement checks and makes other payments as authorized by the Court	21 days after the Effective Date
16 Settlement Administrator sends reminder postcards to Class Members who have not cashed checks	60 days after mailing of settlement checks
17 Deadline for Class Members to cash settlement checks	180 days after mailing of settlement checks
18 Any residual funds donated to the Legal Foundation of Washington	190 days after mailing of settlement checks

22 9. All proceedings in this action are stayed until further order of the Court, except as
23 necessary to implement the settlement or to comply with the terms of the Settlement Agreement.
24 Further, pending the Court's final determination of whether the proposed settlement will be
25 approved, each and every Class Member is barred and enjoined from instituting, commencing, or
26 continuing to prosecute, directly or indirectly, as an individual or collectively, representatively,
27 derivatively on behalf of themselves or a class, or, in any other capacity, asserting any claims that

1 would be released and discharged upon final approval of the settlement.

2 10. Upon the Effective Date of the settlement, all Class Members who have not timely
3 and validly requested exclusion will be enjoined and barred from commencing or prosecuting any
4 action or proceeding in any court or other tribunal that asserts any of the claims released in the
5 Settlement Agreement; and each such person will be conclusively deemed to have fully, finally,
6 and forever settled and released any and all claims released in the Settlement Agreement as against
7 the Released Parties (as defined in the Settlement Agreement).

8 11. If the Settlement Agreement and the settlement are not approved in all material
9 respects by the Court and all appellate courts to which any appeal or other form of review of such
10 approval may be taken, the Parties may withdraw the motion for preliminary approval of
11 settlement from the Court. In such event, this Order will be vacated and the Settlement Agreement
12 and the settlement shall become null and void and neither the Settlement Agreement, its
13 provisions, the exhibits thereto, nor any of the negotiations, statements, representations, or other
14 information provided by Plaintiff or Defendant in the course of negotiating the Settlement
15 Agreement or any proceedings relating thereto: (i) shall be offered, received in evidence, or
16 otherwise used in this action or in any other action or proceeding for any purpose whatsoever; or
17 (ii) shall prejudice the rights of any of the parties hereto, who shall be restored to their respective
18 positions immediately prior to the date of execution of the Settlement Agreement. Further, in such
19 event, this action shall revert to its status immediately prior to the date of execution of the
20 Settlement Agreement and shall proceed as if the Settlement Agreement and all related orders and
21 papers had not been executed or otherwise agreed to.

22 12. Neither the settlement nor the Settlement Agreement should be interpreted as an
23 admission of any liability or wrongdoing by Defendant, or as an admission of the strength or
24 weakness of the claims against Defendant. Neither Defendant's agreement to the Settlement
25 Agreement, nor Defendant's stipulations or other actions, nor any failure to act, shall be used by
26 any Settlement Class member in any other proceeding to argue that any claim has merit or that
27

1 any class action should be certified against Defendant.

2 13. A final fairness hearing on the question of whether the proposed Settlement,
3 attorneys' fees to Class Counsel, and the Class Representative's service award should be finally
4 approved as fair, reasonable and adequate as to the members of the Class is scheduled for hearing
5 on October 29, 2024 at 8:45am ~~10:00 a.m.~~. Class Counsel shall file their motion for final
6 approval of the Settlement, and their motion for attorneys' fees and costs and service award to the
7 class representative, no later than 9 judicial days prior to the final fairness hearing.

8 14. The Court reserves the right to adjourn or continue the date of the final fairness
9 hearing without further notice to Class Members.

10
11 IT IS SO ORDERED.

12
13 DATED this 9th day of July 2024.

14
15
16
17 
18 HON. NICOLE GAINES PHELPS
KING COUNTY SUPERIOR COURT JUDGE

19 Presented by:

20
21 s/ Ari Cherniak
22 Julian Hammond, WSBA # 52096
23 Ari Cherniak, WSBA # 55727
24 HAMMONDLAW, P.C.
25 1201 Pacific Ave Suite 600
26 Tacoma WA 98402
27 (310) 601-6766 (Tel)
28 (310) 295-2385 (Fax)

PROPOSED ORDER GRANTING
PLAINTIFF'S MOT. FOR PRELIM. APPROVAL.