

JUDGE VERONICA GALVÁN
Noted for: May 1, 2023
Without Oral Argument

FILED
KING COUNTY, WASHINGTON

MAY 04 2023

SUPERIOR COURT CLERK
BY Lisa Broughton
DEPUTY

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

LUCAS SCHNEIDER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ASSURANCE IQ, LLC, a Washington limited
liability company doing business as
ASSURANCE IQ, INC.; and DOES 1-10,

Defendants.

No. 22-2-15633-3

ORDER GRANTING UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT

THIS MATTER came before the Court on Plaintiff's unopposed motion. The Court considered the Unopposed Motion for Preliminary Approval of Class Settlement, the supporting Declaration of Timothy W. Emery, and the files and records herein.

The Settlement Agreement and Release of Claims ("Settlement Agreement") attached to the Declaration of Timothy W. Emery in Support of the Unopposed Motion for Preliminary Approval of Class Settlement as Exhibit 1 provides that the Parties agree to settle on a class-wide basis.

The Court, having considered the papers and arguments submitted in support of the motion, HEREBY ORDERS THE FOLLOWING:

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

1 2. The Parties' settlement is granted preliminary approval as it meets the criteria for
2 preliminary settlement approval, appears to be the product of arm's-length and informed
3 negotiations, and appears to be fair, adequate, and reasonable to the Class.

4 3. The Court approves, as to form, content, and method of delivery of, the Notice and
5 Claim Form attached to the Settlement Agreement as Exhibit A.

6 4. The Court provisionally certifies the Settlement Class as:

7 All current and former Washington employees of Assurance IQ,
8 LLC who signed a noncompetition covenant between January 1,
9 2020 and the date of preliminary approval and whose annual
10 earnings were less than \$100,000 in 2020, \$101,390 in 2021, and/or
11 \$107,301.04 in 2022, who have not already released claims relating
12 to such covenants.

13 5. The Court approves the maximum settlement amount of \$195,000 ("Fund").

14 6. The Court appoints Plaintiff Lucas Schneider as Class Representative. The Court
15 finds that the service award requested is fair and reasonable under the circumstances of this case.
16 Plaintiff is awarded a service award in the amount of \$20,000, to be paid from the Fund.

17 7. The Court appoints Timothy W. Emery of Emery Reddy, PLLC as Class Counsel.
18 The Court finds that the requested attorneys' fees and costs of \$63,375 were reasonably incurred
19 in pursuit of this action on behalf of Plaintiff and the Class. Class Counsel is awarded \$63,375 in
20 attorneys' fees and costs, to be paid from the Fund.

21 8. The Court appoints CAC Services Group, LLC as the Settlement Administrator.
22 The costs of settlement administration will be paid from the Fund.

23 9. The Court orders the following schedule of dates for further proceedings:

EVENT	DATE
Defendant's Counsel to Provide Settlement Administrator with Class List and Related Data	15 days after Preliminary Approval Order
Mailing of Notice, start of Notice Period	40 days after the Preliminary Approval Order (i.e., 25 days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel)

1	End of Notice Period, deadline for Settlement Class members to opt out or object to the settlement	70 days after the Preliminary Approval Order (i.e., 30 days after start of the Notice Period)
2		
3	Settlement Administrator to provide report to Plaintiff's Counsel and Defendant's Counsel identifying Settlement Class members, opt outs, and objections	75 days after the Preliminary Approval Order (i.e., 5 days after end of Notice Period)
4		
5		
6	Defendant's deadline to void the Settlement Agreement if > 4 Class members opt out	100 days after the Preliminary Approval Order (i.e., 30 days after end of Notice Period)
7		
8	Plaintiff's Counsel to file Motion for Final Approval of Settlement	9 Court days prior to the Final Approval Hearing
9		
10	Final Approval Hearing	Final Approval Hearing (no earlier than 130 days after the Preliminary Approval Order)
11	Final Approval Order	Final Approval Order
12	Effective Date	31 days after the Final Approval Order (the "Effective Date")
13	Funding Date	14 business days after the Effective Date (the "Funding Date")
14		
15	Mailing of settlement checks to Settlement Class members, payment of attorneys' fees & costs, service award, and settlement administration costs award	10 days after the Funding Date
16		
17	Deadline for Plaintiff's Counsel to file Satisfaction of Judgment	60 days after the Effective Date (i.e., 30 days after the mailing of settlement checks to Eligible Class members, payment of attorneys' fees & costs award, service award, and settlement administration costs award)
18		
19		
20		
21	Deadline for Settlement Class members to cash settlement checks	90 days after mailing of settlement checks
22		
23	Unclaimed settlement monies revert to Defendant	120 days after mailing of settlement checks

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25 10. All proceedings in this action are stayed until further order of the Court, except as

26 may be necessary to implement the settlement or to comply with the terms of the Settlement

27 Agreement. Further, pending the Court's final determination of whether the proposed settlement

1 will be approved, each and every Settlement Class member is barred and enjoined from
2 instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or
3 collectively, representatively, derivatively on behalf of them, or in any other capacity of any kind
4 whatsoever, asserting any claims that would be released and discharged upon final approval of
5 the settlement.

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

20 12. Neither the settlement nor the Settlement Agreement should be interpreted as an
21 admission of any liability or wrongdoing by Defendant or its affiliates, or as an admission of the
22 strength or weakness of the claims against Defendant or its affiliates. Neither Defendant's
23 agreement to the Settlement Agreement, nor Defendant's stipulations or other actions, nor any
24 failure to act, shall be used by any Settlement Class member in any other proceeding to argue that
25 any class action should be certified against Defendant.

1 THE COURT HEREBY SETS THE FINAL APPROVAL HEARING AT THE
2 FOLLOWING DATE AND TIME: October 5, 2023 [no earlier than
3 130 days after the Preliminary Approval Order]. 8:30 AM
4

5 DATED this 4 day of May 2023.
6

7 
8 KING COUNTY SUPERIOR COURT JUDGE

9 **Judge Veronica Alicea Galvan**

10 Presented by:

11 EMERY REDDY, PLLC

12 By: s/ Timothy W. Emery

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