

The Honorable Taki Flevaris  
Hearing Date: January 2, 2026  
Without Oral Argument

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

ALAN HUANG, individually and on behalf of  
all those similarly situated,

Plaintiff,

VS.

MAKOTZ CORPORATION, a Washington Corporation,

Defendant.

No. 25-2-06249-0 SEA

PLAINTIFF'S UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
CLASS NOTICE

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## I. RELIEF REQUESTED

2 Pursuant to CR 23(e), Plaintiff Alan Huang (“Named Plaintiff”), seeks an order that (1)  
3 preliminarily approves the parties’ class-wide settlement, (2) approves the proposed notices to be  
4 sent to potential Class members, and (3) schedules a final settlement approval hearing. This relief  
5 should be granted, because the proposed Settlement provides fair, reasonable, and adequate  
6 compensation for the proposed Settlement Class.

7

## II. STATEMENT OF FACTS

8

### A. Factual and Procedural Background

9 Defendant Makotz Corporation (“Defendant” or “Makotz”) operates multiple restaurants  
10 in Washington State, including at least four locations: “Tamari Bar Seattle,” “Rondo Japanese  
11 Kitchen,” “Hi Life,” and “Gyo Gyo En.” Named Plaintiff worked for Defendant in Washington  
12 State as an hourly paid employee. *Declaration of Ari Robbins Greene in Support of Plaintiff’s*  
13 *Unopposed Motion for Preliminary Approval of Class Action Settlement* (“Robbins Greene Decl.”)  
14 ¶ 7.

15 Named Plaintiff filed this class action on February 24, 2025, on behalf of all individuals  
16 currently or formerly employed by Defendant in the state of Washington and paid on an hourly  
17 basis since February 20, 2022, alleging that Defendant had violated Washington’s Industrial  
18 Welfare Act (“IWA”), RCW 49.12, Minimum Wage Act (“MWA”), RCW 49.46, Wage Payment  
19 Act (“WPA”), RCW 49.48, and Wage Rebate Act (“WRA”), RCW 49.52, and WAC 296-126-092  
20 by failing to provide required meal periods, failing to pay overtime rate where necessary, and  
21 willfully withholding wages for the foregoing violations. *Id.* at ¶ 5.

22 Throughout the litigation, Plaintiff and Defendant (collectively, the “Parties”) conducted  
23 discovery and investigation of the facts and the law. *Id.* at ¶ 6. The Parties and their counsel have  
24 collected and analyzed extensive electronic time and payroll data, documents, and other  
25 information concerning the composition of the Settlement and the merits and possible extent of  
26

1 Plaintiff's claims and Defendant's defenses. *Id.* at ¶ 9. The Parties feel they have amply considered  
2 and analyzed their respective claims and defenses. *Id.* at ¶ 15.

3 The Parties then engaged in good faith and arm's length negotiations including a full-day  
4 mediation with an experienced mediator. *See id.* at ¶ 6. Those negotiations resulted in the proposed  
5 class settlement presented here. *See id.*, Ex. 1.

6 Named Plaintiff and his counsel have determined that the proposed settlement is fair,  
7 reasonable, adequate, and in the best interests of the Settlement Class and that it is desirable that  
8 the litigation be settled in the manner and upon the terms and conditions set forth therein. *Robbins*  
9 *Greene Decl.* *Id.* at ¶ 15. The Settlement will permit the Settlement Class to receive compensation  
10 without the time, risk, and expense of further litigation, and permit Defendant to avoid the risk,  
11 expense, and inconvenience of further legal proceedings, despite its ongoing denial of the  
12 allegations in the Complaint. *Id.* at ¶¶ 15-17.

13 **B. The Proposed Settlement.**

14 A copy of the proposed settlement agreement (the "Settlement Agreement") is attached as  
15 **Exhibit 1** to the accompanying *Robbins Greene Declaration*. The key terms of the Settlement  
16 Agreement are as follows:

17 **1. Settlement Fund**

18 Defendant will make a Settlement Fund payment of \$187,500.00 to pay for Settlement  
19 Awards to Settlement Class Members, attorneys' fees and costs, Settlement Administration  
20 expenses, a Full Release Award, and a Class Representative Service Award approved by the Court.  
21 *Id.* at ¶ 6; Ex. 1. If any settlement checks remain uncashed 90 days after distribution, the Settlement  
22 Administrator will (a) send fifty percent (50%) of the funds from those checks to the Unclaimed  
23 Property Fund for the State of Washington in the Settlement Class member's name, and (b) send  
24 fifty percent (50%) of the uncashed amount to the Legal Foundation of Washington pursuant to  
25 CR 23(f). *Id.* Defendant will not receive funds from any uncashed checks. *Id.*

## 2. Payments to Individual Settlement Class

The Class Fund, after Court-approved attorney's fees and costs, settlement administration expenses, full release award, and service award, will be allocated to the Settlement Class. Individual Settlement Class Member awards will be calculated by (a) dividing the Net Settlement Fund by the total number of hours worked by all Participating Class Members in hourly non-exempt positions at Makotz during the Class Period; and (b) multiplying the result by each Participating Class Member's hours worked in hourly non-exempt positions at Makotz during the Class Period. *Id.* at ¶ 6; Ex. 1, ¶ 11. For tax purposes, individual settlement awards will be allocated 50% as back pay reported on IRS Form W-2 and 50% as interest and other damages reported on IRS Form 1099-MISC *Id.* at ¶ 13.

### **3. Attorneys' Fees and Costs**

At final approval, Class Counsel will request an award of attorney's fees of up to \$56,250.00 or 30% of the Settlement Fund, plus actual litigation costs of no more than \$20,000.00. *Id.* at ¶ 19.

## 4. Settlement Administration

Subject to Court approval, Atticus Administration, LLC (“Atticus”) shall be appointed as Settlement Administrator responsible for establishing a Qualified Settlement Fund (“QSF”) pursuant to IRC § 468B(g), mailing and emailing Class Notices, issuing settlement awards to Settlement Class Members, processing and filing all appropriate tax forms and documents including but not limited to W2s, 1099s, 1120-SF, etc. Subject to approval by the Court, the Settlement Administrator will receive up to \$12,000.00 from the Settlement Fund to compensate for services provided. *Id.* at ¶ 18.

## 5. Class Representative Award

Subject to approval by the Court, Named Plaintiff will receive an additional sum in an amount up to \$22,500.00 from the Settlement Fund in exchange for a full release of claims and in recognition of the substantial benefits obtained for the Settlement Class through his work as class

1 representative, the time devoted in consulting with counsel about the facts of the case, litigation  
2 strategy, and his input and assistance during settlement negotiations at mediation. *Id.* at ¶ 20.

3 **6. Notice to Settlement Class Members**

4 A copy of the Notice of Proposed Class Settlement and Notice of Proposed Class  
5 Settlement (“Class Notice”) is attached as **Exhibit A** to the Settlement Agreement. *Robbins*  
6 *Greene Decl.* at ¶ 6, Ex. 1. No later than ten **(10)** business days after the Court grants preliminary  
7 approval, Defendant will deliver the Class Data to the Settlement Administrator. No later than  
8 fourteen **(14)** days after receiving the Class Data, the Settlement Administrator will send to all  
9 Class Members identified in the Class Data via first-class mail, and via email where possible. *Id.*  
10 Returned notices will be remailed where an updated address can be identified. *Id.*

11 Settlement Class members will be given thirty **(30)** calendar days from the initial mailing  
12 of the Class Notices to postmark Requests for Exclusion to opt out of the Settlement (“Notice  
13 Deadline”). *Id.* Settlement Class members will have their individual settlement awards distributed  
14 to them by the Settlement Administrator. *Id.* Class Members who wish to object to the Settlement  
15 must object no later than thirty **(30)** days from the date of mailing of the Class Notice. *Id.*

16 Subject to availability, Plaintiff shall request that the Court schedule the Final Approval  
17 Hearing no earlier than sixty **(60)** days after the Settlement Administrator’s mailing of the Class  
18 Notice to determine final approval of the settlement and to enter a Final Approval Order. *Id.* Class  
19 Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement  
20 Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel’s Costs,  
21 and Settlement Administrator’s Costs to be heard at the Final Approval Hearing. If the Settlement  
22 Agreement is approved, Defendant will fund the total Service Award within ten **(10)** days of the  
23 Final Judgment Date after the Effective Date or as otherwise provided in the Settlement  
24 Agreement. *Id.* The Settlement Administrator shall thereafter remit payroll taxes and make  
25 distributions in accordance with the Settlement Agreement. *Id.*

## 7. Release of Claims

Under the Settlement Agreement, the Named Plaintiff and all Settlement Class members who have not opted out of the Settlement Class will be held to have released any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case through the date of preliminary approval, with respect to any claims based on: (1) alleged missed or non-compliant meal periods; (2) alleged missed or non-compliant rest breaks; (3) improper tip pooling; and (4) alleged unpaid hours worked. The Released Claims specifically include, but are not limited to, any and all claims arising out of or relating to any of the foregoing, as well as any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, liquidated damages, and attorney's fees and costs arising out of or relating to the same.

### III. ISSUES PRESENTED

- A. Whether the Court should preliminarily approve the Settlement pursuant to CR 23(e).
  - B. Whether the Court should approve distribution of the Class Notices and schedule a final fairness hearing.

#### IV. EVIDENCE RELIED UPON

Plaintiff relies upon the pleadings on file in this case and the accompanying Declaration of Ari Robbins Greene.

## V. DISCUSSION

## A. The Proposed Settlement Is Fair, Adequate, And Reasonable.

Washington Civil Rule 23(e) states:

A class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.

CR 23(e). "The requirements of CR 23(e) are for the most part procedural, requiring notice of a proposed settlement be given to class members and that they be given an opportunity to object to

1 the settlement.” *Pickett v. Holland America Line-Westours, Inc.*, 145 Wn.2d 178, 188 (2001). In  
2 this case, as in *Pickett*, class members also will be given the opportunity to opt out of the class. *Id.*

3 The issue of final approval of the Settlement Agreement is not presently before the Court;  
4 it will come before the Court at the final approval hearing. However, it is common for courts to  
5 satisfy themselves that a proposed settlement is the result of arm’s length negotiations and falls  
6 within the range of possible approval before ordering notice to the class. *Adams v. Inter-Con*  
7 *Security Systems, Inc.*, 2007 WL 322466, \*3 (N.D. Cal. Oct. 30, 2007). As it bears on the question  
8 of preliminary approval, therefore, Plaintiff will address the standards for final approval now.

9 In *Pickett*, the Court explained:

10 Although CR 23 is silent in guiding trial courts in their review of class settlements,  
11 it is universally stated that a proposed class settlement may be approved by the trial  
12 court if it is determined to be “fair, adequate, and reasonable.” *Torrissi v. Tucson*  
13 *Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993). The criteria generally utilized  
14 to make this determination include: the likelihood of success by Plaintiff; the  
amount of discovery or evidence; the settlement terms and conditions;  
recommendation and experience of counsel; future expense and likely duration of  
litigation; recommendation of neutral parties, if any; number of objectors and  
nature of objections; and the presence of good faith and the absence of collusion.

15 145 Wn.2d at 188-89 (2001). Not all factors are relevant in all cases, and the importance of each  
16 factor will depend on the facts of each case. *Id.* (citing *Officers for Justice v. Civil Service Comm’n*,  
17 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied*, 459 U.S. 1217 (1983)). Review of a proposed  
18 settlement “is a delicate, albeit largely unintrusive, inquiry by the trial court.” *Id.*

19 [T]he court’s intrusion upon what is otherwise a private consensual agreement  
20 negotiated between the parties to a lawsuit, must be limited to the extent necessary  
21 to reach a reasoned judgment that the agreement is not the product of fraud or  
overreaching by, or collusion between, the negotiating parties, and that the  
settlement, taken as a whole, is fair, reasonable and adequate to all concerned.

22 *Id.* (quoting *Officers for Justice*, 688 F.2d at 625). Indeed, the general principles favoring  
23 settlement of disputed claims apply to class actions. “[I]t must not be overlooked that voluntary  
24 conciliation and settlement are the preferred means of dispute resolution.” *Id.* at 190 (quoting  
25 *Officers for Justice*, 688 F.2d at 625).

1        In the present case, the settlement was arrived at by the Parties through arm's length  
2 negotiations that took place after significant discovery, extensive document and data review and  
3 analysis, and good faith and arm's length negotiations. *Robbins Greene Decl.* ¶ 6. Application of  
4 the criteria enumerated in *Pickett* supports a preliminary determination that the settlement is fair,  
5 reasonable, and adequate.

6            **1. The Likelihood of Success by Plaintiff.**

7        Named Plaintiff and his counsel vigorously worked toward obtaining litigation class  
8 certification and proving liability in this case. In addition to general risks involved in any litigation,  
9 there are specific, identifiable risks with respect to this case that could either defeat or limit the  
10 recovery by Named Plaintiff and other members of the Settlement Class. *Id.* at ¶¶ 16-17. Those  
11 risks include:

- 12
  - Defendant's ability to pay a final judgment;
  - Delay from appeal on a final order;
  - The Court may find more limited damages than the assumptions underlying the Settlement Agreement;
  - The risks of intervening changes in governing statutes and regulations, agency interpretations, or case law relating to Washington's minimum wage and meal period requirements.

13        The proposed settlement eliminates these risks while at the same time providing substantial  
14 benefits to the Settlement Class Members and avoiding delay for litigation and incurring further  
15 costs with depreciating benefit. *Id.* at ¶ 17.

16            **2. Settlement Terms and Conditions.**

17        The Settlement Terms are fair, reasonable, and adequate, including the size of the  
18 Settlement Payment, the settlement awards to be paid to individual Settlement Class Members,  
19 and the distribution plan.

20        The common fund created by the Settlement is fair and adequate considering the damages  
21 alleged in the case. Class Counsel analyzed the timekeeping and payroll data produced to calculate  
22 possible meal period and rest break violations and unpaid wages to the class. Using reasonable  
23

1 assumptions based on the time and payroll records, the Settlement Fund provides a gross recovery,  
2 before any reduction for court-approved fees and costs of approximately 69% of the total estimated  
3 class damages. *Id.* at ¶ 9-10. Although the settlement does not cover all potential damages  
4 including exemplary damages and prejudgment interest, the discount of full recovery represented  
5 by the settlement is reasonable given the litigation and other risks present in the case and the  
6 benefits to the Settlement Class Members of any early resolution. *Id.*

7 Finally, the Settlement Class need not submit any claim form to receive payment under the  
8 Settlement. The simplicity of the distribution process also argues in favor of the fairness of the  
9 Settlement.

10 **3. Future Expense and Likely Duration of Litigation.**

11 The Settlement avoids a number of significant, identifiable risks that could preclude,  
12 reduce, or delay recovery by all or a large portion of the Settlement Class, including disputes over  
13 liability and risks of obtaining and maintaining certification of a litigation class. In the absence of  
14 settlement, Plaintiff would incur significant costs in additional discovery and motion practice,  
15 expert fees to further analyze all of Defendant's payroll and timekeeping data, and the costs of  
16 trial. Finally, the Settlement avoids the potential for additional delays in the outcome of the case,  
17 including delays from interlocutory or post-judgment appeals. *Id.* at ¶¶ 16-17.

18 **4. The Amount of Discovery or Evidence.**

19 Before entering into the proposed Settlement, Defendant provided Class Counsel with  
20 payroll and timekeeping data for the Settlement Class Period to ascertain potential meal period  
21 violations and other wage violations. *Id.* at ¶ 8.

22 Both Plaintiff's and Defendant's counsel have significant experience in complex litigation,  
23 including class action and other complex wage and hour lawsuits. *Id.* at ¶¶ 2-4. Counsel is  
24 therefore well-positioned to assess the strength of Plaintiff's claims and Defendant's factual and  
25 legal defenses. Class Counsel negotiated this Settlement with firm knowledge of the facts of this  
26 case and with the benefit of insights gained from the course of similar litigation.

## 5. Recommendation and Experience of Counsel.

As noted above, counsel for both Parties are experienced in wage and hour class litigation. “When experienced and skilled class counsel support a settlement, their views are given great weight.” *See Pickett*, 145 Wn.2d at 200.

## 6. The Presence of Good Faith and Absence of Collusion.

The Parties have maintained an adversarial, albeit professional, posture throughout this case. This settlement was reached only after thoughtful negotiations and with the assistance of an experienced mediator in a full-day mediation session. There is no evidence of collusion or bad faith of any sort.

In sum, both Parties and their counsel believe that the Settlement represents a fair, reasonable, and adequate resolution of this matter for the Settlement Class. The Settlement falls within the range of possible final approval, and preliminary approval is appropriate.

**B. The Requested Attorneys' Fees, Costs, and Awards Are Reasonable.**

## 1. Attorneys' Fees and Costs.

At final approval, Class Counsel will ask the Court for approval of an attorney's fees and cost award of up to \$56,250.00 or 30% of the gross Settlement, plus actual and projected litigation costs not to exceed \$20,000.00. *Id.* at ¶ 19.

The typical range of attorneys' fees in a common fund recovery in class action cases is between 20% and 33%. *See Bowles v. Dep't of Ret. Sys.*, 121 Wn.2d 52, 72-73 (1993) (citing 3 *Newberg on Class Actions* § 14.03 for the proposition that 20 to 30 percent is the usual range for fee awards in a common fund action); 4 *Newberg on Class Actions* § 14:6 (4th ed. online) ("common fee awards fall in the 20 to 33 percent range" and "empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery"). The 30% award that Class Counsel seeks here is consistent with this range, and less than what counsel would ordinarily recover in an individual case. *See Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161-66 (2010) (discussing

1 contingency fee percentages between 33 1/3 percent and 44 percent and reinstating trial court's  
2 order that "40 percent contingency fee based on the \$5 million settlement was fair and  
3 reasonable").

4 Given the significant recovery for Settlement Class in this case and the importance of  
5 counsel's skill and experience in this area to obtaining this result, the requested fee award of 30%  
6 is appropriate. In any event, final approval of the fee award will occur at the final fairness hearing.  
7 Thus, this fee request should be preliminarily approved at this time and is described in the notice  
8 to the Settlement Class.

9 **2. Service Award.**

10 Subject to Court approval, Named Plaintiff will receive up to \$22,500.00 from the  
11 Settlement Fund as a service award for his role in representing the Settlement Class. Such treatment  
12 of class representatives is fair and reasonable and is frequently requested and approved. *See*  
13 *Hughes v. Microsoft Corp.*, 2001 WL 34089697, \*12 (W.D. Wash. March 26, 2001). The service  
14 award recognizes, among other things, the substantial benefits obtained for the Settlement Class  
15 through his role in consulting with counsel about the facts of the case and litigation strategy.  
16 *Robbins Greene Decl.* ¶ 20. The service award also recognizes the risk of adverse consequences  
17 in the workplace and the labor market faced by workers who sue an employer. As with the  
18 attorneys' fees award, the Settlement is not contingent on Court approval of any particular amount  
19 of a service award.

20 **C. The Proposed Class Notice Satisfies CR 23(e) and Due Process.**

21 **1. Method of Giving Notice.**

22 Generally, a settlement notice must in substance be reasonably calculated, under all of the  
23 circumstances, to apprise settlement class members of the terms of the settlement and the  
24 opportunity to present objections. In the present case, Class Notices will be sent by first-class mail  
25 and email, where possible, to all Settlement Class Members. *See id.* at ¶ 6, Ex. 1. The addresses  
26 used will be updated to the extent reasonably possible. *Id.* These steps are calculated to apprise

1 Settlement Class Members of the litigation and the Settlement to the greatest extent reasonable  
2 and satisfy the requirements of CR 23 and due process.

3 **2. Contents of the Class Notice.**

4 A CR 23(e) notice should: (1) describe the nature of the pending action and the general  
5 terms of the settlement; and (2) inform settlement class that complete and detailed information is  
6 available from the court files and that any settlement class member may appear and be heard at the  
7 final fairness hearing.

8 The proposed Class Notice meets the requirements. It is written in plain English, is clearly  
9 and concisely written, and provides all necessary information regarding the Settlement, including  
10 a statement of the gross recovery for the Settlement Class, allocation plan, proposed attorneys'  
11 fees, costs, and class representative service award, applicable deadlines for action, and how  
12 Settlement Class members may obtain further information or file objections or requests for  
13 exclusion from the Settlement Class. *See id.* at ¶ 6, Ex. 1.

14 **D. Scheduling of Final Approval Hearing.**

15 As discussed above, CR 23(e) contemplates a final approval hearing after providing the  
16 Class Notice and an opportunity to comment. The Settlement Agreement provides that the  
17 Defendant will deliver the Class Data to the Settlement Administrator no later than ten (10) days  
18 after the Order granting preliminary approval, and the settlement administrator will mail the Class  
19 Notices no later than fourteen (14) days after receiving the Class Data. *Id.* Settlement Class  
20 Members will have thirty (30) days to opt out or file objections after the Settlement Administrator  
21 mails the class notice. *Id.* Considering these timelines, the final approval hearing should be  
22 scheduled on Monday, April 13, 2026 or as soon thereafter as the Court's calendar permits.

23 **VI. CONCLUSION**

24 For the foregoing reasons, Plaintiff requests that the Court enter an Order preliminarily  
25 approving the Settlement Agreement, approving the proposed Class Notices, and setting a date for  
26 a final fairness hearing on a date that works for the Court.

1  
2 DATED this 18<sup>th</sup> day of December, 2025  
3  
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5 HONES LAW PLLC  
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10

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## **CERTIFICATE OF SERVICE**

I certify that I caused to be served in the manner noted below a copy of the foregoing Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Class Notice and the Supporting Declaration of Ari Robbins Greene on the following individual(s):

*Attorney for Defense*

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- Via Facsimile
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  - Via Priority Mail
  - Via Messenger
  - Via Email
  - Via EFiling/EService

DATED this 18th Day of December, 2025 at Tacoma, Washington.

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