

The Honorable Benjamin Santos
Noted for: June 6, 2025
Without Oral Argument

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

MEGHAN MCCLENDON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

MESK INVESTMENT LAKEWOOD, INC.,
ET AL.; and DOES 1-20,

Defendants.

No. 23-2-22579-1 KNT

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

[CLERK'S ACTION REQUIRED]

THIS MATTER came before the Court on Plaintiff Meghan McClendon's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Unopposed Motion"). The Court considered the Unopposed Motion, the supporting Declaration of Timothy W. Emery, the exhibits therein, and the files and records on file.

The Class Settlement Agreement ("Settlement Agreement"), attached to the Declaration of Timothy W. Emery in Support of the Unopposed 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.

ORIGINAL

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT - 1
No. 23-2-22579-1 KNT

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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 of
5 Class Action Settlement ("Notice") and Claim Form attached to the Settlement Agreement as
6 Exhibits B-C, respectively.

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

8 Plaintiff and all individuals who, from January 1, 2023, through
9 November 30, 2023, applied for a job opening in the State of
10 Washington with Defendants where the job posting did not disclose
11 the wage scale or salary range and/or a general description of
12 benefits or other compensation for the position.

13 5. The Court approves the settlement amount of a minimum of \$4,096,705
14 ("Minimum Settlement Fund") to a maximum of \$6,298,000 ("Maximum Settlement Fund"). The
15 actual amount Defendants will pay will be determined by the number of Settlement Class
16 Members who submit valid and timely Claim Forms ("Settlement Fund").

17 6. The Court appoints Plaintiff Meghan McClendon as Class Representative. The
18 Court finds that the service award requested is fair and reasonable under the circumstances of this
19 case. Plaintiff is awarded a service award in the amount of \$30,000, to be paid from the Settlement
20 Fund.

21 7. The Court appoints Timothy W. Emery, Patrick B. Reddy, and Paul Cipriani of
22 Emery Reddy, PLLC as Class Counsel. The Court finds that the requested attorneys' fees, costs
23 and expenses of \$1,857,910 were reasonably incurred in pursuit of this action on behalf of
24 Plaintiff and the Class. Class Counsel is awarded \$1,857,910 in attorneys' fees, costs, and
25 expenses, to be paid from the Settlement Fund.

26 8. The Court appoints Simpluris, Inc. as the Settlement Administrator. The costs of
27 settlement administration will be paid from the Settlement Fund, not to exceed \$10,000.

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

EVENT	DATE
Defendants' Counsel to Provide Settlement Administrator and Plaintiff's Counsel with Class List	14 days after Preliminary Approval Order
Settlement Administrator and Defendants' Counsel to resolve any issues with Class List	7 days after Defendants' Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Start of Notice Period, Settlement Administrator to email and mail Notices to Settlement Class Members	14 days after Defendants' Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
If applicable, Settlement Administrator to send reminder notice to Settlement Class Members pursuant to Paragraph 15.f. of the Settlement Agreement	30 days after start of the Notice Period
If applicable, Settlement Administrator to send second reminder notice to Settlement Class Members pursuant to Paragraph 15.f. of the Settlement Agreement	14 days before the End of Notice Period
End of Notice Period (if total number of Participating Class Members is 441 participants or more), deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	60 days after start of the Notice Period
If applicable, Settlement Administrator to mail second Notice to Settlement Class Members if the total number of Participating Class Members is less than or equal to 440; End of Notice Period shall be extended by 30 days.	60 days after start of Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendants' Counsel: (1) report identifying Participating Class Members,	5 days before Plaintiff's Counsel to provide Defendants' Counsel with draft of Motion for Final Approval

1	exclusions, and objections; and (2)	
2	draft declaration regarding Notice	
3	Plaintiff's Counsel to provide	7 days prior to the deadline to file the
4	Defendants' Counsel with draft of	Motion for Final Approval
5	Motion for Final Approval	
6	Plaintiff's Counsel to file Motion for	9 Court days prior to the Final Approval
7	Final Approval	Hearing
8	Final Approval Hearing	No sooner than 120 days after the
9	Final Approval Order	Preliminary Approval Order
10		TBD
11	Settlement Administrator to provide	14 days after Final Approval Order
12	estimated settlement payment	
13	distributions to Plaintiff's Counsel and	
14	Defendants' Counsel	
15	Effective Date	31 days after Final Approval
16	Funding Date	30 days after the Effective Date
17	Mailing of settlement checks, payment	14 days after the Funding Date
18	of attorneys' fees & costs, service	
19	award, and Settlement Administrator's	
20	costs	
21	Residual Funds, if any, to be disbursed	14 days after mailing of settlement
22	as to pursuant to Paragraph 18.	checks
23	Deadline for Participating Class	180 days after mailing of settlement
24	Members to cash settlement checks	checks
25	Uncashed Funds to be sent to the State	190 days after mailing of settlement
26	of Washington in accordance with	checks
27	chapter 63.30 RCW	

10. All proceedings in this action are stayed until further order of the Court, except as may be necessary to implement the settlement or to comply with the terms of the Settlement Agreement. Further, pending the Court's final determination of whether the proposed settlement will be approved, each and every Settlement Class Member is barred and enjoined from

1 instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or
2 collectively, representatively, derivatively on behalf of them, or in any other capacity of any kind
3 whatsoever, asserting any claims that would be released and discharged upon final approval of
4 the settlement.

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

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

1 THE COURT HEREBY SETS THE FINAL APPROVAL HEARING AT THE
2 FOLLOWING DATE AND TIME: October 31, 2025 at 9 AM.

3
4 DATED this 30th day of June 2025.

5
6 
7 KING COUNTY SUPERIOR COURT JUDGE
8 Judge Benjamin A. Santos III

9 Presented by:

10 EMERY REDDY, PLLC

11 By: s/ Timothy W. Emery

12 Timothy W. Emery, WSBA No. 34078

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