

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

DESTINEE MOLIGA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

QDOBA RESTAURANT CORPORATION, a
foreign profit corporation doing business as
QDOBA MEXICAN EATS CORPORATION;
and DOES 1-10,

Defendants.

No. 23-2-11540-6 SEA

ORDER GRANTING UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

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

The Class Settlement Agreement (“Settlement Agreement”) attached to the Declaration of Timothy W. Emery in Support of the Unopposed Motion for Preliminary Approval of Class Action 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 of
5 Class Action Settlement (“Notice”) and Claim Form attached to the Declaration of Timothy W.
6 Emery as Exhibits 2 and 3, respectively.

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

8
9 All individuals who, from January 1, 2023 through the date of
10 preliminary approval, applied for a job opening in the State of
11 Washington with the Defendant Qdoba Restaurant Corporation,
where the job posting did not disclose the wage scale or salary range
for the position.

12 5. The Court approves the maximum settlement amount of \$3,800,000 (“Maximum
13 Settlement Fund”).

14 6. The Court appoints Plaintiff Destinee Moliga 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 Maximum
17 Settlement Fund.

18 7. The Court appoints Timothy W. Emery of Emery Reddy, PLLC as Class Counsel.
19 The Court finds that the requested attorneys’ fees and costs of \$1,121,000 were reasonably
20 incurred in pursuit of this action on behalf of Plaintiff and the Class. Class Counsel is awarded
21 \$1,121,000 in attorneys’ fees, costs and expenses, to be paid from the Maximum Settlement Fund.

22 8. The Court appoints CAC Services Group, LLC as the Settlement Administrator.
23 The costs of settlement administration, not to exceed \$30,000, will be paid from the Maximum
24 Settlement Fund.

25 9. The Court orders the following schedule of dates for further proceedings:
26
27

EVENT	DATE
Defendant's Counsel to provide Settlement Administrator and Plaintiff's Counsel with Class List	14 days after Preliminary Approval Order
Settlement Administrator to provide estimated payment amounts to Plaintiff's Counsel and Defendant's Counsel	7 days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Mailing of Notice, start of Notice Period	14 days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
End of Notice Period, deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	30 days after the start of the Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendant's Counsel: (1) report identifying Participating Class Members, exclusions, and objections; and (2) draft declaration regarding Notice	5 days after end of Notice Period
Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Final Approval	7 days prior to the deadline to file the Motion for Final Approval
Plaintiff's Counsel to file Motion for Final Approval	9 Court days prior to the Final Approval Hearing
Final Approval Hearing	No sooner than 90 days after the Preliminary Approval Order
Effective Date	TBD
Funding Date	30 days after the Effective Date ("Funding Date")
Mailing of settlement checks, payment of attorneys' fees and costs, service award, and settlement administration costs	14 days after the Funding Date
Deadline for Plaintiff's Counsel to file Satisfaction of Judgment	30 days after the mailing of settlement checks
Deadline for Settlement Class members to cash settlement checks	120 days after mailing of settlement checks
Residual Funds to be distributed as follows: 50 percent sent to the State of	121 days after mailing of settlement checks

1 Washington in accordance with RCW
2 63.29, 50 percent revert to Defendant

3
4 10. All proceedings in this action are stayed until further order of the Court, except as
5 may be necessary to implement the settlement or to comply with the terms of the Settlement
6 Agreement. Further, pending the Court's final determination of whether the proposed settlement
7 will be approved, each and every Settlement Class member is barred and enjoined from
8 instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or
9 collectively, representatively, derivatively on behalf of them, or in any other capacity of any kind
10 whatsoever, asserting any claims that would be released and discharged upon final approval of
11 the settlement.

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

26 12. Neither the settlement nor the Settlement Agreement should be interpreted as an
27 admission of any liability or wrongdoing by Defendant, or as an admission of the strength or

1 weakness of the claims against Defendant. Neither Defendant's agreement to the Settlement
2 Agreement, nor Defendant's stipulations or other actions, nor any failure to act, shall be used by
3 any Settlement Class member in any other proceeding to argue that any class action should be
4 certified against Defendant.

5
6 THE COURT HEREBY SETS THE FINAL APPROVAL HEARING AT THE
7 FOLLOWING DATE AND TIME: July 12, 2024 at 10:00am by Zoom.

8 Meeting URL: <https://kingcounty.zoom.us/j/86148887394>

9 Meeting ID: 861 4888 7394

10 Passcode: 596746

11
12
13 DATED this _____ day of _____ 2024.

14
15 _____
16 KING COUNTY SUPERIOR COURT JUDGE

17 Presented by:

18 EMERY REDDY, PLLC

19 By: /s/ Timothy W. Emery

20 Timothy W. Emery, WSBA No. 34078

21 Patrick B. Reddy, WSBA No. 34092

22 Paul Cipriani, WSBA No. 59991

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Attorneys for Plaintiff Destinee Moliga

King County Superior Court
Judicial Electronic Signature Page

Case Number: 23-2-11540-6
Case Title: MOLIGA VS QDOBA RESTAURANT CO ET ANO
Document Title: ORDER RE APPROVING SETTLEMENT

Signed By: Kristin Richardson
Date: April 10, 2024



Judge: Kristin Richardson

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: B04926592837AADF354398B462D463015659EB84
Certificate effective date: 1/3/2022 3:23:51 PM
Certificate expiry date: 1/3/2027 3:23:51 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Kristin Richardson:
HPxG5Tst7BGXWcOJnarRXw=="