

THE HONORABLE BRIAN MCDONALD
Hearing Date: Friday, November 19, 2021
Hearing Time: 9:00 am
With Oral Argument

SUPERIOR COURT FOR THE STATE OF WASHINGTON
FOR KING COUNTY

MIKE AALAND, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

v.

CONTRACTORS.COM LLC, a California
Limited Liability Company, and ONE PLANET
OPS INC., a Delaware Corporation,

Defendants.

NO. 19-2-24212-4 SEA

**ORDER GRANTING UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

This matter comes before the Court on the unopposed motion of the Plaintiff. The Court considered the following:

1. Unopposed Motion for Final Approval of Class Action Settlement;
2. The Declaration of Jason A. Rittereiser in Support of Unopposed Motion for Final Approval of Class Action Settlement and Exhibits Thereto;
3. The Declaration of Peter Stutheit in Support of Unopposed Motion for Final Approval of Class Action Settlement;
4. The Declaration of Vanessa Padelford and Exhibits Thereto;
5. The Settlement Agreement;
6. The files and records herein; and
7. The arguments of Counsel.

The Settlement Agreement between the Parties provides that the Parties agree to settle on classwide relief for all residents of Washington state with a cellular telephone number to which

1 at least one electronic commercial text message was transmitted by Contractors.com, or someone
2 acting on behalf of Defendant. The Settlement Class (hereinafter “Class”) is defined to include
3 all persons who could claim to have suffered any injury or could assert any claims as a result of
4 the sending or receipt of Text Messages to the mobile telephone numbers listed in Exhibit 5 of
5 the Parties’ Settlement Agreement. The Court, having considered the papers and arguments
6 submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

7 1. This Court has jurisdiction over the subject matter of this Action and over all
8 parties to the Settlement Agreement, including all members of the Class.

9 2. The Court certifies the Class for settlement purposes only.

10 3. The Court grants final approval of the settlement of this action, based upon the
11 terms set forth in the Settlement Agreement on file herein, including payment to the Class,
12 payment for the Class Representative’s service award, payment for attorneys’ fees and litigation
13 costs, and payment of settlement administration costs.

14 4. The notice delivered pursuant to the Court’s preliminary order of approval, dated
15 July 19, 2021 (“Order Granting Preliminary Approval,” Dkt. 28), constituted the best notice
16 practicable under the circumstances to all members of the Class and met the requirements of CR
17 23. A full opportunity has been offered to the Class members to object to the proposed
18 Settlement Agreement and to participate in the hearing thereon. A full opportunity has been
19 offered to the Class to exclude themselves from the Settlement Agreement. The Court finds that
20 there were no objections and no requests for exclusion from the settlement. Thus, it is hereby
21 determined that all Class members are bound by this Order and Final Judgment.

22 5. As contained in the parties’ Settlement Agreement, all members of the Class: (1)
23 are bound by this Final Judgment; and (2) are forever barred from instituting, maintaining, or
24 prosecuting any claim released by the Settlement Agreement.

25 6. The settlement set forth in the Settlement Agreement is hereby finally approved as
26 fair, reasonable, and adequate to all parties and members of the Class, and the parties are directed
27 to consummate its terms.

1 7. The Court hereby approves a Total Settlement Value of \$1,529,000. This includes
2 a Gross Settlement Payment of \$774,500 and Lead Benefits valued at \$754,500.

3 8. The Court hereby approves award of reasonable Class Counsel fees of \$458,700
4 and litigation costs of \$5,790.43.

5 9. The Court hereby approves a class representative service award of \$5,000.00 for
6 Michael Aaland as Class Representative.

7 10. The Court further hereby approves the Settlement Administrator's actual total
8 costs for payment of all Settlement Administrator fees and expenses, not to exceed \$70,865.

9 11. The payments approved in Paragraph Nos. 8-10 of this Order and Judgment and
10 Paragraph No. 3.2 of the Settlement Agreement are to be paid out of the Gross Settlement
11 Payment as set forth in Paragraph No. 11 of the Settlement Agreement.

12 12. The parties are hereby directed to proceed with the settlement payments to
13 members of the Class as set forth in Paragraph No. 11 of the Settlement Agreement.

14 13. As set forth in Paragraph No. 3.3 of the Settlement Agreement, Defendant and the
15 Settlement Administrator are hereby directed to ensure that Lead Benefits are available and
16 redeemable to all Class Members for one year following the date the Settlement becomes final.

17 14. The Court approves Downtown Seattle Association as the Cy Pres recipient of
18 any funds remaining in the Net Settlement Fund after individual settlement payments have been
19 distributed, pursuant to Paragraph Nos. 11.2 and 11.3 of the Settlement Agreement.

20 15. This Action is dismissed on the merits with prejudice.

21 16. Without affecting the finality of this Final Judgment for purposes of appeal, the
22 Court reserves jurisdiction over the parties as to all matters relating to the administration,
23 consummation, enforcement, and interpretation of the Settlement Agreement and the Final
24 Judgment, and for any other necessary purposes.

25 17. The parties are hereby authorized, without further approval from the Court, to
26 mutually agree to and adopt such amendments, modifications, and expansions of the Settlement
27 Agreement as (i) are consistent in all material respects with this Final Judgment, (ii) are effected

1 consistent with the terms of the Settlement Agreement, and (iii) do not limit the rights of
2 members of the Class.

3
4 DATED this _____ day of _____, 2021.

5
6
7 THE HONORABLE BRIAN MCDONALD
8 KING COUNTY SUPERIOR COURT JUDGE

9 Presented by:

10 Donald W. Heyrich, WSBA No. 23091
11 Jason A. Rittereiser, WSBA No. 43628
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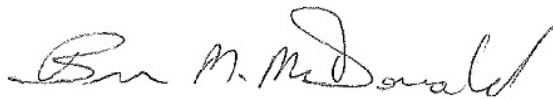
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King County Superior Court
Judicial Electronic Signature Page

Case Number: 19-2-24212-4
Case Title: AALAND VS CONTRACTORS.COM ET ANO
Document Title: ORDER

Signed By: Brian McDonald
Date: November 19, 2021



Judge: Brian McDonald

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

Certificate Hash: EB2FC2BCB5DEBEA152D5B8D72B65DAFD8D8A64C1
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Certificate expiry date: 9/9/2024 6:12:37 PM
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O=KCDJA, CN="Brian McDonald:
ylMMEpRJ6RGYICi3jC11QQ=="