

FILED
2026 JAN 14 03:02 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 24-2-22505-6 KNT

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

RICHARD WILLIAMS, individually and
on behalf of others similarly situated,
Plaintiff,

v.

IDEAL SERVICES NW, LLC, a
Washington limited liability company; and
RAY SALZER and CATHY SALZER,
individually and as a joint marital
community,
Defendant.

No. 24-2-22505-6 KNT

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
SETTLEMENT CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS-WIDE
SETTLEMENT

Clerk's Action Required

This case, a proposed class action, is before the Court on Plaintiff's Unopposed Motion for Settlement Class Certification and Preliminary Approval of Class-wide Settlement. The Court has reviewed the motion and its attachments, the parties' Settlement Agreement, and the files, records, and proceedings to date in this matter.

Based on the Court's review, the Court finds, upon preliminary examination, that the parties' proposed Settlement appears fair, reasonable, and adequate, and within the range of reasonableness for preliminary settlement approval. The Court concludes that it should conduct a hearing following notice to the Settlement Class (defined below) to confirm that the parties' proposed Settlement is fair, reasonable, and adequate, and to determine whether the Court

1 should grant final approval to the Settlement. The Court therefore **GRANTS** the unopposed
2 motion.

3 It is therefore ORDERED that:

4 **I. PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT**

5
6 The Court hereby approves the proposed Settlement, on a preliminary basis, as fair,
7 reasonable, and adequate, and within the range of reasonableness for preliminary settlement
8 approval. The Court finds that the proposed Settlement is the result of extensive arm's length
9 negotiations and is sufficient to warrant notice of the Settlement to persons in the Settlement
10 Class and a full hearing on the approval of the Settlement.

11 **II. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS,**
12 **REPRESENTATIVES, AND COUNSEL**

13
14 Pursuant to Civil Rule 23 and the parties' Settlement Agreement, the Court hereby
15 certifies, on a preliminary basis, the following class, representative, and counsel:

16 **A. Settlement Class**

17
18 The Court hereby certifies the following "Settlement Class," comprising of individuals
19 who worked for Ideal Services on an hourly basis at any time during the Class Period (Oct. 2,
20 2021 to Oct. 11, 2024) and who were assigned company vehicles as construction leads, master
21 electricians, certified plumbers, technicians, and similar job classifications and who were
22 disclosed to Class Counsel in Defendants' pay and time records.

23
24 For purposes of implementing the Parties' Settlement Agreement, the Court finds that
25 the prerequisites of Civil Rule 23(a) and (b)(3) have been satisfied for the Settlement Class.

1 Specifically, the Court finds that the Settlement Class, which consists of approximately 49
2 persons, is sufficiently numerous that joinder of all members is impracticable.

3 Further, there are questions of law and fact common to the Settlement Class that
4 predominate over individual issues, including but not limited to:

- 5 • Whether Ideal Services' alleged practice of requiring employees to deduct 30
6 minutes off their drive times when reporting directly to or returning home directly
7 from client sites violates the Minimum Wage Act, ch. 49.46 RCW (MWA);
- 8
- 9 • Whether Ideal Services kept accurate time records as required by WAC 296-128-
10 010;
- 11
- 12 • Whether Ideal Services' employees engaged in unpaid preliminary and
13 postliminary work;
- 14
- 15 • Whether Ideal Services' pay and timekeeping practices resulted in underpayment
16 of wages;
- 17
- 18 • Whether Ideal Services failed to provide 30-minute meal periods to its employees
19 on shifts lasting more than five hours;
- 20
- 21 • Whether the alleged failure to provide meal periods violates WAC 296-126-092;
- 22
- 23 • Whether Ideal Services owes its employees additional wages for missed meal
24 periods; and
- 25
- 26

- 1
- Whether Ideal Services acted willfully and with an intent to deprive its employees
- 2 of their pay and meal periods.

3 Thus, the claims of the members of the Settlement Class in this case are bound by sufficient
4 common threads of fact and law to satisfy Civil Rule 23(a)(2) and (b)(3). Moreover, a class
5 action is superior to other available means for the fair and efficient resolution of this
6 controversy.
7

8 **B. Settlement Class Representative**

9 The Court hereby appoints Richard Williams as representative of the Settlement Class.
10 The Court finds that Mr. Williams is a member of the Settlement Class, as he worked for Ideal
11 Services as a construction lead during the relevant period and was paid on an hourly basis. He
12 has also agreed to represent the interests of his fellow Settlement Class members, and there is
13 no evidence of any conflict of interest or disqualify him under Civil Rule 23(a)(4). The Court
14 therefore finds Mr. Williams suitable to serve as representative.
15

16 **C. Settlement Class Counsel**

17
18 The Court hereby appoints the law firm of Schroeter Goldmark & Bender as “Class
19 Counsel.” The Court finds Class Counsel to be experienced attorneys who have represented
20 numerous clients successfully in class actions proceedings and that they are therefore capable
21 of fairly and adequately representing the interests of the Settlement Class.
22

23 **III. SETTLEMENT HEARING**

24 The Court will conduct a “Settlement Hearing” approximately 90 days from the date
25 of this Order, on April 17, 2026 (Friday), at 10:00 a.m. as set forth in the Notice (described
26

1 below). The Court will conduct the Settlement Hearing in Courtroom 4F of the ~~King County~~
2 ~~Courthouse~~ Maleng Regional Justice Center, located at 401 4th Avenue North, Kent, WA. The
3 hearing may also be accessed remotely via Zoom at the following link:

4 **<https://kingcounty.zoom.us/j/86949285923>**

5 Meeting ID: 869 4928 5923

6 Dial in Option: +12532158782,,86949285923#

-TVF

(call 253-215-8782 and enter Meeting ID)

7 At the Settlement Hearing, the Court will determine whether the Settlement is fair,
8 reasonable, and adequate and should be approved.

9 Class Counsel shall submit papers seeking final approval no later than 10 days before
10 the scheduled hearing. Interested parties shall submit papers in support or opposition of the
11 final approval of the Settlement (including with respect to the proposed service award to the
12 class representative, and to Class Counsel's application for attorneys' fees, costs, and
13 expenses), no later than two days prior to the final hearing.

14 After the Settlement Hearing, the Court may enter an order and final judgment in
15 accordance with the Settlement Agreement that will adjudicate the rights of the Settlement
16 Class members with respect to the claims being settled. The scope of the claims to be released
17 will be:
18

19 . . . all claims asserted in the Complaint or that could have been asserted based
20 on the facts alleged in the Complaint (i.e., claims relating to unpaid time and
21 meal periods), including interest, penalties, costs, expenses, and/or attorneys'
22 fees related to such matters.
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IV. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court hereby approves the parties' "Notice of Class Action Settlement" ("Notice") attached to the Settlement Agreement, with the following amendments:

- At page 2, Section 2, the name of the assigned judge to be updated;
- At page 3, Section 7, first sentence, the word "complaint" corrected to "compliant";
- At page 4, Section 12, the Notice should be edited to direct class members specifically to contact Class Counsel if they wish to speak at the final approval hearing, and to contact the Class Counsel or the Clerk's Office if they wish to confirm the hearing date, time, and location;
- At page 4, Section 13, last clause, the location should be corrected from "Tacoma" to "Kent," Washington. -TVF

The Court finds that this Notice as amended, and the proposed manner of its dissemination as set forth in the Settlement Agreement, is the best practicable notice under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this action and of their right to object to or exclude themselves from the Settlement Class. The Court further finds that the Class Notice program is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Civil Rule 23(c)(2).

The Court further directs the Settlement Administrator (Atticus) to send the Notices to the Settlement Class within 25 days after the entry of this Order. The Notices shall be sent by direct mail to the most recent mailing address for each Settlement Class member, as reflected

1 in reasonably available employment records of Ideal Services. The Settlement Administrator
2 shall perform skip tracing for any notices that are returned as undeliverable.

3 V. SETTLEMENT ADMINISTRATION

4 The Court confirms that it is appropriate for Ideal Services to provide the information
5 necessary for the Settlement Administrator, Atticus, to provide the notice contemplated herein
6 and to administer the settlement, including names and addresses. Ideal Services also will
7 provide the information necessary to permit Class Counsel to calculate settlement awards for
8 each Settlement Class member (as defined by the Settlement Agreement).
9

10 VI. EXCLUSION FROM THE SETTLEMENT CLASS

11
12 Prospective members of the Settlement Class may opt out and exclude themselves from
13 the Settlement Class by sending a written request to the designated address within 30 days after
14 the mailing of notices (“the Notice Deadline”). To be valid, exclusion requests must be
15 postmarked or received by the Notice Deadline, must be signed, and must include the following
16 statement: “I request to be excluded from the class settlement in the lawsuit *Williams v. Ideal*
17 *Services NW, LLC, et al.*, Case No. 24-2-22505-6 KNT.”
18

19 The Settlement Administrator shall provide Class Counsel with all requests for
20 exclusion that it receives no later than 15 days after receipt.

21 All Settlement Class members who do not request exclusion in accordance with the
22 terms set forth herein will be bound by all determinations and judgments in this lawsuit.
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

VII. OBJECTIONS AND APPEARANCES

Any person in the Settlement Class who has not timely submitted a valid request for exclusion from the Settlement Class, and is thus a member of the Settlement Class, may appear at the Settlement Hearing to argue that the proposed Settlement Agreement should not be approved and/or to oppose the application of Class Counsel for an award of attorneys' fees and the service award to the class representative.

In order to be heard at the hearing, the person must file a written objection with the Clerk of Court, as instructed in the Notice.

Objections that are not timely will be waived and will not be considered at the Settlement Hearing.

VIII. CONSEQUENCES OF A FAILURE TO APPROVE THE SETTLEMENT AGREEMENT

If for any reason the Court does not approve the Settlement Agreement, or the parties fail to obtain the final judgment contemplated by that Settlement Agreement, or the Settlement Agreement is otherwise terminated pursuant to its terms, then the following will apply:

1. All orders and findings entered in connection with the Settlement Agreement will become void and have no further effect.

2. The preliminary certification of the Settlement Class in this Order will be vacated automatically and void. No form of preclusion (whether waiver, estoppel, or otherwise) will attach to that former preliminary certification, and the parties will be prohibited from asserting otherwise in this or any other proceeding.

1 3. Neither the Settlement Agreement, nor this Order, nor any act undertaken in
2 conjunction with either, will be (a) admissible in this ~~or any other~~ proceeding for any purpose
3 (whether related to class certification, alleged liability, or otherwise except as the Court
4 specifically provides), or (b) construed or deemed as an admission or concession by any party
5 with respect to any point of fact or law. -TVF

6 IX. PROHIBITION OF FURTHER PROCEEDINGS

7
8 The Court hereby stays all further proceedings in this lawsuit, except as may be
9 necessary to carry out this Order and implement the parties' settlement.

10 Pending final determination of whether the Court should approve the Settlement
11 Agreement, the Court hereby enjoins Mr. Williams, all members of the Settlement Class, and
12 all persons purporting to act on behalf of any of them, from commencing or prosecuting (either
13 directly, representatively, or in any other capacity) any claim that is proposed by the Settlement
14 Agreement to be released. This injunction applies to all courts, arbitral forums, and tribunals
15 throughout the world.
16

17 X. PRELIMINARY APPROVAL OF FEES

18
19 The Court conditionally approves Class Counsel's request for an attorneys' fee award
20 of 22% of the gross Settlement Fund, or \$44,000, which includes recovery of actual costs
21 advanced by Class Counsel. This approval is preliminary and subject to modification at the
22 time of final settlement approval upon a showing of appropriate cause.

23 The Court preliminarily approves the award of an incentive payment of \$5,000 to Mr.
24 Williams in recognition of his role in this case and service to the Settlement Class. This
25 approval is preliminary and subject to modification at the time of final settlement approval.
26

XI. MOTION FOR FINAL APPROVAL

The Court directs Class Counsel to submit a motion for final approval of the settlement, along with a proposed order approving the settlement and awarding Class Counsel’s fees/costs and incentive payments for the class representative, no later than ten (10) calendar days prior to the date of the final Settlement Hearing. Such papers shall also inform the Court whether the mailing to Settlement Class Members was completed in accordance with the requirements of this Order and provide information concerning any opt-outs or objections received as a result of such mailing.

IT IS SO ORDERED.

DONE this 14th day of January, 2026.

Electronic Signature Attached
Judge Taki V. Flevaris

Presented by:

SCHROETER GOLDMARK & BENDER



ANDREW D. BOES, WSBA #58508
LINDSAY L. HALM, WSBA #37141
ADAM J. BERGER, WSBA #20714

**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 24-2-22505-6 KNT
Case Title: WILLIAMS VS IDEAL SERVICES NW ET AL
Document Title: Order Granting Motion / Petition
Date Signed: 01/14/2026



Judge: Taki Flevaris

Key/ID Number: *331991068*
Page Count: This document contains 10 page(s) plus this signature page.