

THE HONORABLE MICHAEL K. RYAN
NOTING DATE: August 21, 2025
Without Oral Argument

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

IARJAMANNI JONES, KRISTIN MEARS,
and SHANNON SPENCER, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

TAPESTRY, INC., a Foreign Profit
Corporation, and DOES 1-10, inclusive,

Defendant.

Case No. 25-2-00961-1 SEA

[PROPOSED] ORDER:

- (1) GRANTING CONDITIONAL
CERTIFICATION OF
SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF
SETTLEMENT;
- (2) APPROVING NOTICE AND
RELATED MATERIALS;
- (3) APPOINTING SETTLEMENT
ADMINISTRATOR; AND
- (4) SCHEDULING FINAL APPROVAL
HEARING

Clerks' Action Required

ORIGINAL

~~[PROPOSED]~~ ORDER

ACKERMANN & TILAJEF, P.C.
2602 N. PROCTOR ST., STE. 205
TACOMA, WASHINGTON 98406
P: (253) 625-7720 F: (310) 277-0635

1 The motion filed by Plaintiffs Iarjamanni Jones, Kristin Mears, and Shannon Spencer
2 (“Plaintiffs”) on behalf of themselves and all others similarly situated, for preliminary approval of
3 their class action settlement with Defendant Tapestry, Inc. (“Defendant”), seeking conditional
4 certification of a settlement class in this action, preliminary approval of the Parties’ proposed
5 Settlement, approval of the notice plan and the notice to be sent to Settlement Class Members
6 about the Settlement, and the setting of a date for the hearing on final approval of the Settlement,
7 came before the Court for consideration. The Court, having read and considered the papers on the
8 motion, the arguments of counsel, and the law, and good cause appearing therefore,

9 **IT IS SO ORDERED:**

10 1. The following class of persons is certified as the Settlement Class in this action
11 solely for the purposes of the Settlement:

12 Plaintiffs and all individuals who, from January 1, 2023, through April 9, 2025
13 (the “Settlement Class Period”), applied for a job opening in the State of
14 Washington with Defendant, where the job posting did not disclose the wage
15 scale or salary range for the position, or include a general description of all of
16 the benefits and other compensation to be offered to the hired applicant.

17 2. The proposed Settlement Class satisfies the requirements of a settlement class
18 because the Settlement Class Members are readily ascertainable, and a well-defined community
19 of interest exists in the questions of law and fact affecting the Parties. The Settlement Class
20 includes approximately 985 individuals.

21 3. The Parties’ Class Action Settlement Agreement (the “Settlement”) (Decl. of Craig
22 J. Ackermann in Support of Preliminary Approval, **Exhibit 1**) is granted preliminary approval as
23 it meets the criteria for preliminary settlement approval. This Order incorporates by reference the
24 definitions and terms in the Settlement. The Court finds that, given the benefits provided to the
25 Settlement Class, the potential defenses raised by Defendant, and the range of other comparable
26 settlements that have received preliminary and final approval by other Washington state and
27 federal courts, the Settlement falls within the range of possible final approval as fair, adequate and
appears to treat all Settlement Class Members fairly.

1 4. The Parties' proposed Notice plan is constitutionally sound because individual
2 Notices and Claim Forms will be mailed and/or emailed to all Settlement Class Members whose
3 identities are known to the Parties. The Notices and Claim Forms will be disseminated according
4 to the notice procedure described in the Settlement and substantially in the form submitted by the
5 Parties. To ensure that the Notices and Claim Forms reach as many Settlement Class Members as
6 possible, the Settlement Administrator will take the class data provided by the Parties (which will
7 include each Settlement Class Member's full name, last-known address, last known telephone
8 number, and last known email address, to the extent this information is known and reasonably
9 accessible in Defendant's records), and update the addresses using the National Change of Address
10 database. After doing so, the Settlement Administrator will mail via first-class mail and/or email
11 the Notices and Claim Forms. If any of the Notices and Claim Forms are returned as undeliverable
12 (i.e., if there is no forwarding address), the Settlement Administrator will perform "skip trace"
13 address searches and will re-mail Notices and Claim Forms to Settlement Class Members for
14 whom new addresses are provided or are found. Proof of distribution of the Notices and Claim
15 Forms will be filed by the Parties at or prior to the final approval hearing. The Parties' proposed
16 Class Notice (Settlement Agreement, **Exhibit A**) is sufficient to inform Settlement Class Members
17 of the terms of the Settlement, their rights under the Settlement (including, but not limited to, their
18 right to participate in the Settlement and receive a share of the Net Settlement Fund by submitting
19 a valid and timely Claim Form either by mail or through a secure online claims submission process
20 on a settlement website maintained by the Settlement Administrator, their right to object to the
21 Settlement, and their right to request to be excluded from the Settlement), and the date and location
22 of the final approval hearing. The Notice further advises Settlement Class Members that, if they
23 do not elect to exclude themselves from the Settlement, and if they submit a timely and valid Claim
24 Form either by mail or through the online claims submission process, they will receive their share
25 of the Net Settlement Fund and will be bound by the release of claims in the Settlement Agreement¹

26 _____
27 ¹ The Settlement Class Members' Release is defined as, "all claims that were alleged or could have been alleged in the Action during the Settlement Class Period based on the same factual predicates as alleged therein, including claims under any federal, state, or local law. These Released Claims specifically include, but are not limited to, any claims

1 with respect to Defendant and the Released Parties². Further, the Notice further advises Settlement
2 Class Members that, if they do not exclude themselves from the Settlement, and if they do not
3 submit a timely and valid Claim Form, they will not receive a share of the Net Settlement Fund
4 but will still be bound by the release of claims in the Settlement Agreement with respect to
5 Defendant and the Released Parties. The Notice plan provides the best notice practicable and,
6 therefore, is approved.

7 5. Any Settlement Class Member who does not request exclusion from the Settlement
8 and seeks to be eligible to receive a share of the Net Settlement Fund has until 60 days after the
9 mailing and emailing of the Notice to submit a Claim Form, pursuant to the procedures set forth
10 in the Notice.

11 6. Any Settlement Class Member who does not request exclusion from the Settlement
12 and who wishes to object to the Settlement, including to Class Counsel's requested attorneys' fees
13 and/or litigation costs, has until 60 days after the mailing and emailing of the Notice to submit a
14 written objection, pursuant to the procedures set forth in the Notice.

15 7. Any Settlement Class Member may opt-out of the Settlement by submitting a
16 written request for exclusion from the Settlement no later than 60 days after the mailing and
17 emailing of the Notice, pursuant to the procedures set forth in the Notice. Any Settlement Class
18 Member who requests exclusion from the Settlement does not have a right to object to the
19 Settlement or to submit a Claim Form.

20 8. Any Settlement Class Member who does not timely submit a written objection that
21 complies with the requirements in the Notice shall not be permitted to object or appear at the final
22 approval hearing, shall be deemed to have waived any objection at the final approval hearing, and
23 shall be bound by all proceedings, orders, and judgments of the Court. Any Settlement Class

24 arising out of or relating to a violation of RCW 49.58.110, and any claims for relief under RCW 49.58.060 or RCW
25 49.58.070, actual damages, statutory damages, interest, and attorneys' fees and costs relating to any of the foregoing."
26 See S.A., ¶ 18.b.

27 ² The Released Parties are: "(i) Defendant and its parents, subsidiaries, affiliates, insurers, reinsurers, insurance
policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders
(shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the
entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of
the persons and entities described in this sentence." See S.A., ¶ 18.c.

[PROPOSED] ORDER

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1 Member who wishes to be heard orally at the final approval hearing, either personally or through
2 an attorney, must so state explicitly in the Settlement Class Member's written objection as
3 described in the Notice, or the Settlement Class Member will not be heard orally. Any objection
4 that is not timely made shall be forever barred. Any attorney hired by a Settlement Class Member
5 at that Settlement Class Member's expense for the purpose of making objections must file with
6 the Clerk of the Court, and serve the Parties' counsel, a notice of appearance within 60 days of the
7 date of the Notice.

8 9. The Court makes the following appointments: (1) Plaintiffs Iarjamanni Jones,
9 Kristin Mears, and Shannon Spencer as Settlement Class Representatives; (2) Craig Ackermann,
10 Brian Denlinger, Avi Kreitenberg, and Amanda Lutsock of Ackermann & Tilajef, P.C. as Class
11 Counsel; and (3) CPT Group, Inc. as Settlement Administrator.

12 10. Defendant is directed to provide the Settlement Administrator with the Settlement
13 Class List, as specified by paragraph 13 of the Settlement, no later than 14 calendar days after the
14 date of this Order.

15 11. The Settlement Administrator is directed to mail the approved Notice and Claim
16 Form by first-class regular U.S. mail and by email, to the extent this information is available, to
17 the Settlement Class Members no later than 14 calendar days after receipt of the Settlement Class
18 List from Defendant, as specified by paragraph 14 of the Settlement Agreement.

19 12. If the number of Settlement Class Members who do not request exclusion from the
20 Settlement and who submit a Claim Form is less than or equal to 25% of the Settlement Class as
21 of the half-way point in the notice period (i.e., 30 days after the initial date of Notice to the
22 Settlement Class Members by email or by mail), then the Settlement Administrator is directed to
23 email Supplemental Claim Forms, to the extent this information is available, to Settlement Class
24 Members who have not submitted a Claim Form or requested exclusion from the Settlement, as
25 specified by paragraph 14 of the Settlement Agreement.

26 13. If the number of Settlement Class Members who do not request exclusion from the
27 Settlement and who submit a Claim Form is less than or equal to 25% of the Settlement Class with

1 10 days remaining in the notice period (i.e., 50 days after the initial date of Notice to the Settlement
2 Class Members by email or by mail), then the Settlement Administrator is directed to email
3 Supplemental Claim Forms, to the extent this information is available, to Settlement Class
4 Members who have not submitted a Claim Form or requested exclusion from the Settlement, as
5 specified by paragraph 14 of the Settlement Agreement

6 14. A final approval hearing will be held on **January 30, 2026 at 11:00.m.** to
7 determine whether the Settlement should be granted final approval as fair, reasonable, and
8 adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement and
9 will consider the Settlement Class Representatives' request for their Service Awards and Class
10 Counsel's request for attorneys' fees and reimbursement of litigation costs. Settlement Class
11 Members and their counsel may oppose the Settlement and/or the motion for an award of the
12 Service Awards and the Class Counsel attorneys' fees and litigation costs, if they so desire, as set
13 forth in the Notice.

14 15. Plaintiffs' motion in support of final approval, including any request for the Class
15 Counsel attorneys' fees and litigation costs payment, must be filed no later than 5 days before the
16 final approval hearing. Any Settlement Class Member may appear at the final approval hearing in
17 person or by his or her own attorney and show cause why the Court should not approve the
18 Settlement, or object to the motion for awards of the Service Awards and/or Class Counsel's
19 requested attorneys' fees and litigation costs, pursuant to the procedures set forth in the Notice.

20 16. Pending final determination of whether the Settlement should be approved,
21 Plaintiffs, all Settlement Class Members, and any person or entity allegedly acting on behalf of
22 Settlement Class Members, either directly, representatively or in any other capacity, are
23 preliminarily enjoined from commencing or prosecuting against Defendant any action or
24 proceeding in any court or other forum asserting any of the Released Class Claims. This injunction
25 is necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and
26 authority to enter judgment when appropriate and is ordered in aid of the Court's jurisdiction and
27 to protect its judgments.

1 17. If final approval of the Settlement is not granted, the Parties shall be returned to the
2 status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered
3 into; and thus, this Order and all other findings or stipulations regarding the Settlement shall be
4 automatically void, vacated, and treated as if it was never filed.

5 18. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
6 connection with the administration of the Settlement which are not materially inconsistent with
7 either this Order or the terms of the Settlement.

8 19. The Court reserves the right to continue the date of the final approval hearing
9 without further notice to Settlement Class Members. The Court may approve or modify the
10 Settlement without further notice to Settlement Class Members. The Court retains jurisdiction to
11 consider all further matters arising out of or in connection with the Settlement. This Action is
12 stayed until further ordered by this Court, except such actions and proceedings that may be
13 necessary to implement the Settlement and this Order.

14 **IT IS SO ORDERED.**

15
16 DATED: 8-25-25


HONORABLE JUDGE MICHAEL K. RYAN
SUPERIOR COURT JUDGE OF KING COUNTY

17
18 Presented by:

19 ACKERMANN & TILAJEF, P.C.

20 /s/Avi Kreitenberg

21 Avi Kreitenberg, WSBA #53294

22 *Counsel for Plaintiffs and the Settlement Class*

23 Approved as to Form, Presentation Waived:

24 JACKSON LEWIS, P.C.

25 /s/Brian K. Keeley

26 Brian K. Keeley, WSBA #32121

27 *Counsel for Defendant*