

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

JOSHUA KING, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

BEACON SALES ACQUISITION, INC., a Delaware
corporation

Defendant.

NO. 22-2-14226-0 SEA

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS

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The proposed Settlement in this Action was preliminarily approved by this Court on October 10, 2024. The Court, after notice to the Settlement Class, held a hearing on February 21, 2025, for purposes of determining whether the proposed Settlement of the claims asserted by Plaintiff on behalf of the Settlement Class in the above-captioned lawsuit (the "Action"), on the terms set forth in the Parties' Settlement Agreement ("Settlement Agreement"), and the exhibits thereto, is fair, reasonable, and adequate and should be finally approved by the Court.

The Court, having heard all persons properly appearing and requesting to be heard; having considered the papers submitted in support of the proposed Settlement and the oral presentations of counsel; having considered all applicable law; and having considered any objections made properly to the proposed Settlement; finds that the Settlement should be approved and that there is no just reason for delay of the entry of this Final Order and

1 Judgment Approving Class Action Settlement. This Final Order and Judgment adopts and
2 incorporates the Settlement Agreement, the terms defined therein, and all exhibits thereto.

3 IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Plaintiff's Unopposed
4 Motion for Final Approval of Class Action Settlement is GRANTED as follows:

5 1. The Court finds that it has personal jurisdiction over all members of the
6 Settlement Class and that it has subject matter jurisdiction over all claims being settled and to
7 approve the Settlement Agreement and all exhibits thereto.

8 2. The Court gives Final Approval to the Settlement as fair, reasonable, and
9 adequate as to each of the Parties, and consistent and in compliance with all requirements of
10 Washington and federal law, as to, and in the best interest of, each of the Parties and the
11 members of the Settlement Class. The Court directs the Parties and their counsel to implement
12 and consummate the Settlement Agreement in accordance with its terms and provisions. The
13 relief with respect to the Settlement Class is appropriate, as to the individual members of the
14 Settlement Class and as a whole.

15 3. The Court finds that the notice program implemented pursuant to the
16 Settlement Agreement (i) constituted the best practicable notice; (ii) was reasonably calculated,
17 under the circumstances, to apprise Settlement Class Members of the pendency of the Action,
18 their right to object or exclude themselves from the proposed Settlement, and to appear at the
19 Final Approval Hearing, and their right to seek monetary and other relief; (iii) was reasonable
20 and constituted due, adequate, and sufficient notice to all persons entitled to receive notice;
21 and (iv) met all applicable requirements of due process and any other applicable requirements
22 under Washington and federal law.

23 4. The Settlement Agreement is binding on all Settlement Class Members, with the
24 exception of those individuals who timely requested exclusion from the Settlement Class:

25 ^(NONE)
~~(insert names, if any)~~. The Settlement Class is defined as: All individuals who are or have been
26 employed as delivery drivers or loaders by Defendant in the State of Washington from
27 September 2, 2019, through April 22, 2024.

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1 5. The Court finds that Plaintiff and Settlement Class Counsel have adequately
2 represented the Settlement Class for the purpose of entering into and implementing the
3 Settlement.

4 6. The Court has considered all objections filed to the Settlement, if any, as well as
5 arguments of objectors and their counsel appearing at the Final Approval Hearing, if any. With
6 respect thereto, the Court finds the objections lack merit and hereby denies them.

7 7. The Court adjudges that Plaintiff and the Participating Settlement Class have
8 fully, finally, and conclusively compromised, settled, discharged, dismissed, and released any
9 and all Released Claims against Defendant and the Released Parties, as further provided in
10 Section 2 of the Settlement Agreement. All Settlement Class Members, other than the
11 individuals listed in Paragraph 4 above, if any, are conclusively deemed to have released all
12 settled claims as described in the Settlement Agreement.

13 8. The Court bars and enjoins all members of the Settlement Class who have not
14 been excluded from the Settlement Class from: (i) filing, commencing, prosecuting, intervening
15 in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative,
16 regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising
17 out of the claims or causes of action released as defined in the Settlement Agreement; (ii) filing,
18 commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other
19 proceeding as a class action on behalf of any members of the Settlement Class who have not
20 timely excluded themselves (including by seeking to amend a pending complaint to include
21 class allegations or seeking class certification in a pending action), based on, relating to, or
22 arising out of the claims or causes of action released as defined in the Settlement Agreement;
23 and/or (iii) attempting to effect an opt-out of a class of individuals in any lawsuit or
24 administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out
25 of the claims or causes of action released as defined in the Settlement Agreement.

26 9. Neither this Final Order and Judgment nor any aspect of this Settlement is to be
27 offered as evidence of, or construed or deemed as an admission of, liability, culpability,

1 negligence, or wrongdoing on the part of Defendant or the Released Parties. Without limiting
2 the generality of the foregoing, nothing about this Final Order and Judgment or the Settlement
3 shall be offered or construed as an admission or evidence of the propriety or feasibility of
4 certifying a class in this lawsuit or any other action for adversarial, rather than settlement,
5 purposes.

6 10. The Court approves the payment of attorneys' fees in the amount of \$326,250
7 and reimbursement of litigation costs in the amount of \$ ^{UP to} 8,000.00. The attorneys' fees
8 and litigation costs shall be paid in accordance with the terms of the Settlement Agreement,
9 and, upon payment as ordered by the Court, Defendant shall be discharged from any further
10 duty to pay attorneys' fees, costs, expenses, or any other amount not required by the
11 Settlement Agreement.

12 11. The Court further approves payment to the Plaintiff Joshua King in the amount of
13 \$10,000 for his Settlement Class Representative Service Award, in addition to his proportional
14 share of the Qualified Settlement Fund created by the Settlement and to be paid out of the
15 Qualified Settlement Fund created by the Settlement, in recognition of his services on behalf of
16 the Settlement Class in this Action.

17 12. The Court approves payment to the Settlement Administrator CPT Group, Inc. in
18 the amount of \$10,000.

19 13. The Parties are hereby authorized, without further approval from the Court, to
20 agree to and adopt such amendments, modifications, and expansions of the Settlement
21 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
22 Order and Judgment, and (ii) do not limit the rights of the Settlement Class Members.

23 14. Without affecting the finality of the Final Order and Judgment for purposes of
24 appeal, the Court reserves jurisdiction over the Parties as to all matters relating to the
25 administration, consummation, enforcement, and interpretation of the terms of the Settlement
26 Agreement and the Final Order and Judgment, and for any other necessary purposes.

1 15. This Action, including all individual and class claims presented thereby, is hereby
2 DISMISSED WITH PREJUDICE and without fees or costs except as provided herein.

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4 DATED: 3/7/2025



THE HONORABLE MARSHALL L. FERGUSON
KING COUNTY SUPERIOR COURT JUDGE

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6 Presented by:

7
8 TERRELL MARSHALL LAW GROUP PLLC

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