

KING COUNTY SUPERIOR COURT FOR THE STATE OF WASHINGTON
Joshua King v. Beacon Sales Acquisition, Inc.
Case No. 22-2-14226-0 SEA

**You may be entitled to benefits under a class action settlement
if you are or have been employed as a delivery driver or loader by
Beacon Sales Acquisition, Inc. in the State of Washington
at any time between September 2, 2019, and April 22, 2024.**

ATTN: <<EmployeeName>>

*****This is a court-ordered notice. This is not a solicitation from a lawyer.*****

- This notice explains your options regarding a recent court settlement. Your legal rights are affected whether you act or don't act. Please read this notice carefully.
- Joshua King (referred to as "Plaintiff" or "Class Representative") has sued Beacon Sales Acquisition, Inc. ("Defendant" or "Beacon") based on alleged violations of state law.
- Beacon denies the allegations and maintains that it paid all employees correctly.
- Plaintiff brought the case on behalf of all individuals who are or have been employed as delivery drivers or loaders by Beacon in the State of Washington at any time between September 2, 2019, and April 22, 2024. Those people are referred to as "the Settlement Class" or "Settlement Class Members."
- The Court presiding over this case has issued a preliminary order approving a settlement that covers the Plaintiff and Settlement Class Members in this case. The Court will decide whether the proposed settlement should be approved.
- To avoid the burden and cost of litigation, Beacon has agreed to pay \$1,087,500, consisting of compensation to the Settlement Class, a service award to the Class Representative, attorneys' fees and costs, and administration costs, to settle this action with the Settlement Class. Beacon continues to deny any wrongdoing.
- Listed below is the estimated gross amount of your share of the Settlement Amount before taxes. (The final amount may be different.)

Your Estimated Gross Payment from Settlement
<<Settlement_Amount>>

- The Court, Defendant, Settlement Administrator, and Class Counsel cannot provide tax advice regarding your estimated amount. You should consult with a tax professional regarding the tax consequences of any amount received.

Your legal rights are affected, and you have a choice to make in this action now.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	<p>Stay in the Settlement Class. Receive payment. Give up certain rights.</p> <p>By doing nothing, you will receive a settlement payment as a Participating Settlement Class Member if the settlement is finally approved by the Court. In exchange, you will be bound by the settlement, including the Release of Claims (see Section 4 below).</p>
ASK TO BE EXCLUDED	<p>Get out of the Settlement Class. Get no payment. Keep your rights.</p> <p>If you ask to be excluded (or “opt out”) of the Settlement Class, you will not receive any share of the settlement proceeds, and you will not be bound by the settlement (including the Release of Claims). You must submit a request to be excluded no later than December 7, 2024. See Section 9 below for instructions on how to exclude yourself.</p>
OBJECT	<p>Challenge the settlement terms.</p> <p>If you don’t like the settlement or don’t want it to be approved, you may object and tell the Court why. You may either submit an objection yourself or enter an appearance through an attorney who may submit an objection on your behalf. If the Court approves the settlement despite your objection, you will still be bound by the settlement. If you request exclusion from the settlement, you cannot also object to it. You must submit an objection no later than December 7, 2024. See Section 9 below for instructions on how to submit an objection.</p>

BASIC INFORMATION

1. Why did I get this notice?

Beacon’s records show that it employed you as a delivery driver or loader in the State of Washington between September 2, 2019, and April 22, 2024, which may make you eligible to receive benefits under the settlement.

2. What is this lawsuit about?

In his Complaint, Plaintiff claims Beacon violated certain wage and hour laws under Washington’s Industrial Welfare Act, Minimum Wage Act, and Wage Rebate Act. Specifically, Plaintiff’s allegations are: (1) failure to provide meal and rest breaks (RCW 49.12.020 and WAC 296-126-092); (2) failure to pay all overtime wages for work over 40 hours in a workweek (RCW 49.46.130); (3) failure to pay all wages due (RCW 49.46.090); and (4) unlawful deductions and rebates from wages (RCW 49.52.060 and WAC 296-126-028). Beacon denies the claims and denies that it has violated any laws.

3. Why is there a settlement?

The Court did not decide in any party’s favor. Instead, both sides agreed to a settlement. This allows the parties to avoid the cost and risk of a trial, and the people affected will be entitled to compensation. The Class Representative and his attorneys think the settlement is best for all Settlement Class Members under the circumstances. Beacon has not admitted fault or that it violated any laws but has agreed to the settlement to resolve the dispute.

4. What claims are resolved by the settlement?

The settlement will resolve all claims that were alleged in the Complaint or could have been alleged in the Complaint arising out of the facts alleged in the Complaint through October 10, 2024, including federal, state, and municipal wage and hour claims under common law, states, ordinances, and regulations against the Released Parties. This includes but is not limited to: any claims for missed meal or rest periods; any claims for deductions and collected rebates including deductions for unpaid meal breaks; any claims for failure to pay minimum wages or overtime wages, or otherwise for failing to pay for all time worked; any claims related to any of the foregoing for liquidated, exemplary, or punitive damages or penalties; any

claims related to any of the foregoing for equitable relief (including injunctive or declaratory relief); and any claims related to any of the foregoing for pre- and post-judgment interest and attorneys' fees and costs. This includes any claims, lawsuits, administrative actions, arbitrations, and participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind based on the Released Claims.

For a full copy of the Settlement Agreement, please visit: www.cptgroupcaseinfo.com/beaconclassactionsettlement

5. What are the basic terms of the settlement?

Subject to Court approval, the essential terms of the settlement are as follows:

Settlement Amount: The settlement requires Beacon to pay a total of \$1,087,500 to establish a settlement fund. Under the settlement, a portion of this fund will be distributed to the Participating Settlement Class Members as compensation for releasing the claims resolved by the settlement as described above.

Settlement Administrator: The settlement requires CPT Group, Inc. to serve as the Settlement Administrator in accordance with the Settlement Agreement. Plaintiff will ask the Court to approve the payment of fees, costs, and other charges imposed by the Settlement Administrator, which will be paid from the Settlement Amount.

Class Representative Service Award: Class Counsel will ask the Court to approve a Service Award of up to \$10,000 to the Class Representative to compensate him for his time and effort in pursuing this case on behalf of the Settlement Class. The Class Representative Service Award will be paid from the Settlement Amount.

Attorneys' Fees and Costs: Class Counsel have been working on this case for more than two years but have not received any fees or reimbursements for the costs of the lawsuit. Plaintiff will ask the Court to approve a payment of up to \$326,250 to Class Counsel to compensate them for their reasonable attorneys' fees. Plaintiff will also ask the Court to reimburse Class Counsel for out-of-pocket litigation costs of up to \$8,000.00.

Distribution of the Settlement Amount: The Settlement Administrator, CPT Group, Inc., will make payments directly to Participating Settlement Class Members. If you have recently moved, plan to move within the next 6 months, or move before you have received your settlement payment, please contact the Settlement Administrator to provide an updated address. Contact information is provided in Section 12 below.

Tax Treatment of Settlement Payments: Settlement payments made to each Participating Settlement Class Member will be treated as 50% wages and 50% non-wages.

- For the 50% wage portion of each settlement payment, the Settlement Administrator will withhold the appropriate payroll taxes and other tax withholding and will disburse those funds directly to the IRS or appropriate state agency. The Settlement Administrator will report the wage portion as taxable income on an IRS Form W-2.
- For the 50% non-wage portion, the Settlement Administrator will not withhold any taxes, but this portion will still be considered taxable income. The Settlement Administrator will report the non-wage portion as taxable income on an IRS Form 1099.

Please consult with your accountant or tax advisor regarding potential tax consequences of the settlement payment.

Release of Claims: See Section 4 above.

Dismissal of the Action: Upon final approval of the settlement, the Court will dismiss the lawsuit with prejudice but will retain jurisdiction to enforce the terms of the settlement.

6. How can I get a payment?

Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment in an amount based on calculations provided by Class Counsel, which in turn are based on payroll records. Payment will be mailed to you at your address on record. If you move before you receive your settlement payment, please provide the Settlement Administrator with an updated address. Contact information is provided in Section 12 below.

Settlement Class Members who ask to be excluded from the settlement will not receive payment.

7. When will I get my payment?

The Court will hold a hearing on February 21, 2025, at 10:00 a.m., to decide whether to approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least 30 days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be posted at www.cptgroupcaseinfo.com/beaconclassactionsettlement. If there is no appeal, Class Counsel expect the payment to go out approximately 52 days after the Court's approval of the settlement.

8. Do I have a lawyer in this case?

The Court has decided that lawyers from Terrell Marshall Law Group PLLC and Justice Law Corporation are qualified to represent you and all Settlement Class Members and has approved them to do so. These lawyers are called "Class Counsel." You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs in amounts approved by the Court. If you want your own lawyer, you may hire one at your own expense. If you hire your own lawyer, you may enter an appearance through that lawyer.

9. What can I do if I don't like the settlement?

If you don't like the settlement, you have two options: you can choose to exclude yourself or you can choose to object.

How to Exclude Yourself:

If you exclude yourself, you will **not** be paid under the Settlement Agreement. If you exclude yourself, you may **not** object to the settlement.

To ask to be excluded, you must mail a written letter to the Settlement Administrator at the address provided in Section 12 below. The letter must include your name, current address, and telephone number, as well as a statement clearly asking to be excluded (for example: "I want to be excluded from the settlement in Joshua King v. Beacon Sales Acquisition, Inc."). The letter must be signed by you and postmarked no later than December 7, 2024.

How to Object to the Settlement:

If you wish to object, you must submit a written letter by mail to the Settlement Administrator at the address provided in Section 12 below. The letter must include (1) your name, address, and telephone number; (2) the name of the case, Joshua King v. Beacon Sales Acquisition, Inc., Case No. 22-2-14226-0 SEA; (3) the reasons why you think the Court should not approve the settlement; (4) any supporting documentation you wish the Court to consider; (5) a request to appear at the Final Approval Hearing if you or your attorney wish to appear; and (6) your signature. The letter must be postmarked no later than December 7, 2024.

If the settlement is approved, you will still receive a payment under the settlement.

The Settlement Administrator is CPT Group, Inc. Contact information is provided in Section 12 below.

10. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on February 21, 2025, in the courtroom of:

The Honorable Marshall L. Ferguson
King County Superior Court
Courtroom E-713
516 3rd Ave.
Seattle, WA 98104

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You and/or your personal attorney may attend the hearing if you wish, but it is not required. If you or your attorney wish to be heard by the Court at the hearing, you must request in writing to do so. See “How to Object to the Settlement” in Section 9 of this notice for more information.

11. How do I get more information?

More details and a full copy of the Settlement Agreement are available in the Important Documents section of this website: www.cptgroupcaseinfo.com/beaconclassactionsettlement. You will also find certain filings made in the lawsuit, including Plaintiff’s motion for final approval of the Settlement Agreement, which will be posted no later than November 25, 2024. This motion will include Class Counsel’s request for settlement administration expenses, a service award for the named Plaintiff, and attorneys’ fees and costs. You may also get more information by contacting Class Counsel.

The lawyers representing the Class are:

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Pasadena, California 91103
Telephone: (818) 230-7502
Email: info@justicelawcorp.com

12. What is the contact information for the Settlement Administrator?

King v. Beacon Sales Acquisition, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free: 1-888-663-3949
Website: www.cptgroupcaseinfo.com/beaconclassactionsettlement