

THE HONORABLE MARSHALL L. FERGUSON
Department 31

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

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

Plaintiff,

vs.

BEACON SALES ACQUISITION, INC., a Delaware
corporation,

Defendants.

No. 22-2-14226-0 SEA

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

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Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement (the
"Motion") has come before this Court. The Court determines and orders as follows:

1. Counsel have advised the Court that the parties have agreed, subject to final approval by this Court following notice to the Settlement Class and a hearing, to settle this action (the "Settlement") upon the terms and conditions set forth in the Settlement Agreement that has been filed with the Court (the "Settlement Agreement").

2. The Court has reviewed the Settlement Agreement and is familiar with the files, records, and proceedings to date in this matter. This Order incorporates by reference the definitions in the Settlement Agreement.

3. It appears to the Court that, based upon preliminary examination, the

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1 Settlement appears to be fair, reasonable, and adequate and that a hearing should be held
2 after notice to the Settlement Class to determine whether the Settlement is fair, reasonable
3 and adequate, whether a final settlement approval order and judgment should be entered in
4 this Action, based upon the Settlement Agreement, and whether the application for Settlement
5 Class Counsel attorneys' fees and costs and the Settlement Class Service Award should be
6 approved.

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion is GRANTED as
8 follows:

9 4. Preliminary Approval of Proposed Settlement. The Settlement, as memorialized
10 in the Settlement Agreement is preliminarily approved as fair, reasonable, and adequate. The
11 Court finds that (a) the Settlement resulted from extensive arm's length negotiations after
12 significant investigation and exchange of information and a full-day mediation; (b) the
13 Settlement amount appears reasonable and adequate in light of the costs, delays, and risks
14 inherent in continued litigation; and (c) the Settlement is sufficient to warrant notice thereof to
15 the Settlement Class Members and to schedule a final approval hearing.

16 5. Certification of Settlement Class. For settlement purposes only, the following
17 Settlement Class is certified pursuant to Civil Rule 23, pending final approval of the Settlement:
18 All individuals who are or have been employed as delivery drivers or loaders by Defendant in
19 the State of Washington from September 2, 2019, through April 22, 2024. The Court finds that
20 the prerequisites of Rule 23(a) and (b)(3) have been satisfied for settlement purposes only.
21 Specifically, the Court finds as follows:

22 a. The Settlement Class is so numerous that joinder of all members is
23 impracticable.

24 b. There are questions of law and fact common to the Settlement Class for
25 purposes of settlement.

1 c. For settlement purposes, the claims of Plaintiff Joshua King are typical of
2 the claims of the Settlement Class, and Plaintiff and Class Counsel will fairly and adequately
3 protect the interests of the Settlement Class.

4 d. Certification of the Settlement Class under Rule 23(b)(3) is appropriate
5 for purposes of settlement because questions of law and fact common to the Settlement Class
6 Members predominate over questions affecting individual members, and a class action is
7 superior to other available means for the fair and efficient resolution of this controversy.

8 6. Appointments. Terrell Marshall Law Group PLLC and Justice Law Corporation are
9 appointed as Settlement Class Counsel. Plaintiff Joshua King is appointed as the Settlement
10 Class Representative. CPT Group is appointed as the Settlement Administrator.

11 7. Settlement Hearing. A Final Approval Hearing shall be held before this Court on
12 Feb. 21, 2024²⁵ at 10:00 a.m. to determine whether the Settlement is fair, reasonable,
13 and adequate and should be approved, and whether the application for Settlement Class
14 Counsel's attorneys' fees and costs (the "Attorneys' Fee Award"), and the Settlement Class
15 Service Award (the "Service Award") should be approved. Papers in support of final approval of
16 the Settlement, including any response to Settlement Class Member objections and request for
17 the Attorneys' Fee Award and Service Award, shall be filed with the Court pursuant to the
18 Court's local rules. The Final Approval Hearing may be postponed, adjourned, or continued by
19 order of the Court without further notice to the Settlement Class. After the Final Approval
20 Hearing, the Court may enter a Final Approval Order in accordance with the Settlement
21 Agreement that will adjudicate the rights of the Settlement Class Members.

22 8. Notice. Within fourteen (14) days of the date of this Order, Defendant shall
23 provide the Settlement Class Data to the Settlement Administrator. Within fourteen (14) days
24 of receiving the information, the Settlement Administrator shall cause the Notice, in
25 substantially the form appended as Exhibit A to the Settlement Agreement, to be mailed by

1 United States first class mail to the last known valid addresses of the Settlement Class
2 Members. The Settlement Administrator will update the addresses using reasonable tracing
3 methods, conduct a standard skip trace to locate the correct addresses for Settlement Class
4 Members whose Notices are returned, and re-mail the Notice to the correct or updated
5 address.

6 9. Findings Concerning Notice. The Court finds that the Notice and the manner of
7 its dissemination constitute the best practicable notice under the circumstances and are
8 reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the
9 proposed Settlement of this Action and their rights with respect thereto. The Court further
10 finds that the Notice is reasonable, that it constitutes due, adequate, and sufficient notice to all
11 persons entitled to receive notice, and that it meets the requirements of due process.

12 10. Requests for Exclusion. All requests for exclusion from the Settlement Class
13 must be submitted as directed in the Settlement Agreement and Notice no later than 30 days
14 following the mailing of the Notice. Any Settlement Class Member who fails to submit a
15 request for exclusion by that time shall be deemed a Participating Settlement Class Member
16 and will be bound by any final judgment and the release as set forth in the Settlement
17 Agreement.

18 11. Objections and Appearances. Any Settlement Class Member may object to the
19 Settlement by submitting their written objection as directed in the Settlement Agreement and
20 Notice no later than 30 days following the mailing of the Notice. Any Settlement Class Member
21 who timely submits a written objection may also appear at the Final Approval Hearing as
22 directed in the Settlement Agreement and Notice. Unless otherwise ordered by the Court, any
23 Settlement Class Member who does not make their objection in the manner provided for
24 herein shall be deemed to have waived such objection and shall forever be foreclosed from
25 making any objection (by appeal or otherwise) to the proposed Settlement.

1 12. No Admission. This Order and the Settlement are not admissions or concessions
2 by Defendant or the Released Parties of any liability or wrongdoing. This Order is not a
3 determination of liability and does not constitute any opinion of this Court as to the merits of
4 the claims and defenses in this Action.

5 13. Stay of Proceedings. All discovery and other proceedings in this action are
6 hereby stayed and suspended until further order of the Court, except such actions as may be
7 necessary to implement the Settlement and this Order. All case deadlines are hereby vacated.
8 Pending final determination of whether the Settlement should be approved, Plaintiff, all
9 Settlement Class Members, and any person or entity allegedly acting on behalf of Settlement
10 Class Members, either directly, representatively, or in any other capacity, are preliminarily
11 enjoined from commencing or prosecuting against the Released Parties any action or
12 proceeding in any court or other forum asserting any of the Released Claims. This injunction is
13 necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and
14 authority to effectuate this Settlement and to enter judgment when appropriate and is ordered
15 in aid of the Court's jurisdiction and to protect its judgments.

16 14. Modification and Termination. Counsel for the Parties are hereby authorized to
17 utilize all reasonable and mutually agreed procedures in connection with the administration of
18 the Settlement which are not materially inconsistent with either this Order or the terms of the
19 Settlement Agreement. If the Court does not enter Final Approval of the Settlement, the
20 Parties shall be returned to their respective former positions, for all litigation purposes, as if no
21 Settlement had been negotiated or entered into; and thus, this Order and all other findings or
22 stipulations regarding the Settlement shall be automatically void, vacated, and treated as if
23 never filed.

24 15. Jurisdiction. This Court retains jurisdiction to consider all further matters arising
25 out of or connected with the Settlement.

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Dated: Oct. 10, 2024



THE HONORABLE MARSHALL L. FERGUSON
KING COUNTY SUPERIOR COURT JUDGE

Presented by:

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