

THE HONORABLE MARSHALL L. FERGUSON  
Department 31  
February 21, 2025, at 10:00 a.m.  
With Oral Argument

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

**PLAINTIFF'S UNOPPOSED MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND ATTORNEYS' FEES  
AND COSTS**

**TABLE OF CONTENTS**

	<b>Page</b>
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	
27	
I. INTRODUCTION .....	1
II. STATEMENT OF FACTS.....	1
III. STATEMENT OF ISSUES.....	2
IV. EVIDENCE RELIED UPON .....	3
V. ARGUMENT AND AUTHORITY .....	3
A. The settlement is fair, adequate, and reasonable .....	4
1. Plaintiff’s likelihood of success supports final approval.....	4
2. The settlement terms and conditions support final approval.....	5
3. The amount of discovery and evidence supports final approval.....	6
4. The positive recommendation and extensive experience of counsel support final approval .....	6
5. Future expense and likely duration of litigation support final approval.....	6
6. The reaction of the Settlement Class supports final approval .....	7
7. The presence of good faith and absence of collusion support final approval.....	7
B. Settlement Class Members received the best notice practicable .....	7
C. The requested attorneys’ fee award is fair and reasonable .....	8
D. Reimbursement of Settlement Class Counsel’s litigation costs is reasonable .....	10
E. The settlement administration costs award is reasonable .....	11
F. The Settlement Class Representative Service Award is reasonable.....	11
VI. CONCLUSION.....	12

**TABLE OF AUTHORITIES**

**Page**

**STATE CASES**

1  
2  
3 *Bowles v. Dep’t of Ret. Sys.*,  
4 121 Wn.2d 52 (1993)..... 8, 10  
5 *Cooper v. Alsco*,  
6 186 Wn.2d 357 (2016)..... 4, 5  
7 *Forbes v. Am. Bldg. Maint. Co. W.*,  
8 170 Wn.2d 157 (2010)..... 8  
9 *Lyzanchuk v. Yakima Ranches Owners Ass’n, Phase II, Inc.*,  
10 73 Wn. App. 1 (1994) ..... 8  
11 *Mader v. Health Care Authority*,  
12 King County Superior Court No. 98-2-30850-8 SEA (May 14, 2004, Order ¶ 25) ..... 9  
13 *Pickett v. Holland Am. Line-Westours, Inc.*,  
14 145 Wn.2d 178, 35 P.3d 351 (2001) ..... *passim*  
15 *Storti v. University of Washington*,  
16 King County Superior Court No. 04-2-16973-9 SEA (May 12, 2006, Order ¶ 14) ..... 9

**FEDERAL CASES**

17 *In re Immune Response Sec. Litig.*,  
18 497 F. Supp. 2d 1166 (S.D. Cal. 2007) ..... 10  
19 *In re Media Vision Tech. Sec. Litig.*,  
20 913 F. Supp. 1362 (N.D. Cal. 1996) ..... 10  
21 *In re Online DVD-Rental Antitrust Litig.*,  
22 779 F.3d 934 (9th Cir. 2015) ..... 11  
23 *Officers for Justice v. Civil Serv. Comm’n*,  
24 688 F.2d 615 (9th Cir. 1982) ..... 3  
25 *Pelletz v. Weyerhauser Co.*,  
26 592 F. Supp. 2d 1322 (W.D. Wash. 2009) ..... 11  
27 *Rodriguez v. W. Publ’g Corp.*,  
563 F.3d 948 (9th Cir. 2009) ..... 11

1 *Torrisi v. Tucson Elec. Power Co.*,  
2 8 F.3d 1370 (9th Cir. 1993) ..... 3

3 **RULES**

4 CR 23(f)(2) ..... 5

5 **OTHER AUTHORITIES**

6  
7 2 Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* § 11.43 (3d ed. 1992) ..... 3

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9  
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1 **I. INTRODUCTION**

2 Plaintiff Joshua King respectfully asks the Court to grant final approval of the class action  
3 settlement he reached with Defendant Beacon Sales Acquisition, Inc. (“Beacon”). The  
4 settlement, if approved, resolves claims arising out of alleged violations of Washington’s  
5 Minimum Wage Act and Wage Rebate Act. The settlement will create a common fund of  
6 \$1,087,500 and will bring relief to 311 Settlement Class Members.<sup>1</sup>

7 The proposed settlement is a favorable result for Settlement Class Members, is fair,  
8 reasonable, and adequate under the applicable standards, and warrants approval by the Court.  
9 Accordingly, Plaintiff respectfully asks the Court to: (1) approve the Settlement Agreement as  
10 fair, reasonable, and adequate; (2) determine that adequate notice was provided to Settlement  
11 Class Members; (3) approve the requested Settlement Class Representative Service Award of  
12 \$10,000 to Plaintiff; (4) approve settlement administration costs of up to \$10,000; (5) grant  
13 \$326,250 in attorneys’ fees and up to \$8,000 in litigation costs; and (6) dismiss this action with  
14 prejudice.<sup>2</sup>

15 **II. STATEMENT OF FACTS**

16 Plaintiff filed this lawsuit on September 2, 2022, alleging that Beacon violated  
17 Washington’s wage and hour laws by failing to pay him and other delivery drivers and loaders  
18 for all hours worked, including rest and meal breaks, and overtime wages. See Dkt. 1 ¶¶ 6.1–  
19 11.6. Beacon answered on November 14, 2022, denying Plaintiff’s claims and asserting a variety  
20 of defenses. Dkt. 7. Beacon responded to Plaintiff’s discovery requests and produced  
21 documents, including employee handbooks, policy documents, employee paystubs,  
22 timekeeping records, drivers’ logs, and other personnel files. Marshall Decl. ¶ 12. On  
23 September 14, 2023, the parties agreed to formally mediate Plaintiff’s classwide claims. *Id.*

24 \_\_\_\_\_  
25 <sup>1</sup> Unless otherwise noted, capitalized terms have the definitions given to them in the  
26 Settlement Agreement. See Dkt. 30, Ex. 1 (“Agreement”).

27 <sup>2</sup> Counsel for Beacon have reviewed this motion and the supporting documents and do not  
oppose the motion for purposes of facilitating the settlement reached in this matter.  
Declaration of Toby J. Marshall (Marshall Decl.) ¶ 11.

1 The parties exchanged thousands of records and documents through informal discovery,  
2 including proposed class member timekeeping and payroll data, which Settlement Class  
3 Counsel analyzed to determine potential damages. Marshall Decl. ¶ 13. By the time the parties  
4 began settlement negotiations, they understood the strengths and weaknesses of their claims  
5 and defenses and the potential range of classwide damages. *Id.* Beacon has continued to deny  
6 any wrongdoing and liability and that any damages are owed. *Id.*

7 The parties participated in a full-day mediation on March 25, 2024, with experienced  
8 mediator Steve Festor and agreed to settle the matter on a classwide basis. *Id.* ¶ 14. Over the  
9 next several weeks, the parties engaged in arm’s-length negotiations on the terms to be  
10 included in the full-length Settlement Agreement executed on May 9. *Id.*

11 On September 26, Plaintiff filed his Unopposed Motion for Preliminary Approval of Class  
12 Action Settlement. Dkt. 29. On October 10, the Court granted preliminary approval of the  
13 settlement and ordered that notice be sent to the Settlement Class. Dkt. 32.

14 Following preliminary approval, Beacon produced an updated class list and additional  
15 data showing the Settlement Class to comprise 311 members. Marshall Decl. ¶ 15. On  
16 November 7, Settlement Administrator CPT Group (“CPT”) mailed to each Settlement Class  
17 Member the Court approved notice, containing individualized estimated award amounts;  
18 information regarding the settlement and requests for attorneys’ fees and costs, administration  
19 expenses, and service awards; and instructions on how to opt out or object. Declaration of  
20 Emilio Cofinco Regarding Class Notification and Settlement Administration (Cofinco Decl.) ¶¶ 3–  
21 9, Ex. A. To date, no Settlement Class Member has opted out or objected to the settlement. *Id.*  
22 ¶¶ 10–11.

### 23 III. STATEMENT OF ISSUES

24 Should the Court grant final approval of the class action settlement reached in this  
25 matter? **Yes.**

1 **IV. EVIDENCE RELIED UPON**

2 This motion relies upon the pleadings on file, the declarations accompanying this  
3 motion, and the exhibits attached thereto.

4 **V. ARGUMENT AND AUTHORITY**

5 When considering final approval of a class action settlement, a court determines  
6 whether the settlement is “fair, adequate, and reasonable.” *Pickett v. Holland Am. Line-*  
7 *Westours, Inc.*, 145 Wn.2d 178, 188, 35 P.3d 351 (2001) (quoting *Torrissi v. Tucson Elec. Power*  
8 *Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993)). This is a “largely unintrusive inquiry.” *Id.* at 189.

9 Although the Court possesses some discretion in determining whether to approve a settlement,

10 the court’s intrusion upon what is otherwise a private consensual  
11 agreement negotiated between the parties to a lawsuit must be  
12 limited to the extent necessary to reach a reasoned judgment that  
13 the agreement is not the product of fraud or overreaching by, or  
14 collusion between, the negotiating parties, and that the  
15 settlement, taken as a whole, is fair, reasonable and adequate to  
16 all concerned.

17 *Id.* (quoting *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982)).

18 Moreover, “it must not be overlooked that voluntary conciliation and settlement are the  
19 preferred means of dispute resolution.” *Id.* at 190 (quoting *Officers for Justice*, 688 F.2d at 625).

20 In evaluating whether a class settlement is “fair, adequate, and reasonable,” courts  
21 reference the following criteria: the likelihood of success by the plaintiff; the amount of  
22 discovery or evidence; the settlement terms and conditions; recommendation and experience  
23 of counsel; future expense and likely duration of litigation; recommendation of neutral parties,  
24 if any; number of objectors and nature of objections; and the presence of good faith and  
25 absence of collusion. *Id.* at 188–89 (citing 2 Herbert B. Newberg & Alba Conte, *Newberg on*  
26 *Class Actions* § 11.43 (3d ed. 1992)). This list is “not exhaustive, nor will each factor be relevant  
27 in every case.” *Id.* at 189 (quoting *Officers for Justice*, 688 F.2d at 625). Here, the settlement  
easily meets the criteria for final approval.

1 **A. The settlement is fair, adequate, and reasonable.**

2 The \$1,087,500 common fund settlement is fair, adequate, and reasonable. As  
3 described below, the relevant criteria favor final approval.

4 1. Plaintiff's likelihood of success supports final approval.

5 The existence of risk and uncertainty to Plaintiff and the Settlement Class "weighs  
6 heavily in favor of a finding that the settlement was fair, adequate, and reasonable." See  
7 *Pickett*, 145 Wn.2d at 192. In the absence of a settlement, drivers and loaders would have faced  
8 significant hurdles to relief. Beacon has continuously denied any wrongdoing, liability, and  
9 damages based on the claims alleged. Beacon has also maintained that its practices comply  
10 with Washington law and that Settlement Class Members have not been subjected to unlawful  
11 treatment. If Beacon was able to succeed on these defenses, drivers and loaders would recover  
12 nothing.

13 Furthermore, there is a risk of losing inherent in any trial. If Beacon were able to  
14 convince this Court that Plaintiff's allegations were overstated or unfounded, it could  
15 effectively reduce or eliminate the damages the drivers and loaders could recover. Even if the  
16 Court agreed Beacon was liable, it could have rejected Plaintiff's assumptions regarding  
17 damages calculations, significantly limiting recovery. Plaintiff also considered the risk that this  
18 Court could deny class certification. At the time the parties reached a settlement, Plaintiff had  
19 yet to move for class certification. Throughout the case, Beacon has vigorously argued class  
20 certification is inappropriate, agreeing to settle the case on a classwide basis only to avoid the  
21 burden and cost of further litigation. See *Cofinco Decl.*, Ex. A at 1. If Beacon was successful at  
22 defeating class certification entirely, it would leave only the named Plaintiff to pursue individual  
23 claims, providing no recovery to the rest of the Settlement Class. Other drivers and loaders who  
24 wanted to sue Beacon would then face the daunting prospect of doing so on their own.

25 If Plaintiff obtained class certification and proved liability and damages, any recovery  
26 could have been delayed for years by an appeal, and an appellate court could ultimately  
27 reverse any favorable ruling obtained at the trial court. See *Cooper v. AlSCO*, 186 Wn.2d 357,

1 370–71 (2016) (reversing summary judgment in favor of class of drivers who asserted wage  
2 claims and remanding for entry of judgment in favor of employer).

3 The settlement eliminates all these risks and provides substantial compensation to  
4 Settlement Class Members without delay.

5 2. The settlement terms and conditions support final approval.

6 Beacon has agreed to pay \$1,087,500 for a common fund settlement. If the Court  
7 approves the proposed allocations, the 311 drivers and loaders will share in a net fund of at  
8 least \$733,250. Marshall Decl. ¶ 16. The average estimated award will be more than \$2,357,  
9 and Participating Settlement Class Members who worked longer periods will receive  
10 significantly higher awards. *Id.* At least twenty Participating Settlement Class Members will each  
11 receive awards of more than \$8,000, and the highest award will be more than \$10,300. *Id.*  
12 Based on the risks in this case, these payments represent a strong result for Settlement Class  
13 Members.

14 In assessing the fairness of a class action settlement, courts also examine whether there  
15 is equitable treatment “between class members.” *Pickett*, 145 Wn.2d at 189. Here, settlement  
16 funds will be allocated in an equitable manner. Without needing to file a claim form, each  
17 Participating Settlement Class Member will receive a pro rata award from the Net Settlement  
18 Class Fund based on the number of weeks they worked during the Settlement Class Period.  
19 Agreement § 6.D. Participating Settlement Class Members who worked the longest and had the  
20 highest potential for damages will receive the largest awards, ensuring equitable treatment  
21 between all members.

22 The treatment of residual funds is also fair. Assuming the Court approves the  
23 settlement, no more than 2.5 percent of Settlement Class Members opt out, and the parties  
24 choose not to exercise their contingent termination rights under the agreement, no portion of  
25 the \$1,087,500 Settlement Amount will revert to Beacon. *Id.* §§ 4, 6. Instead, the funds from  
26 any uncashed checks that remain 180 days after the initial mailing will be distributed as *cy pres*  
27 to the Legal Foundation of Washington. *Id.* § 6.H; *see also* CR 23(f)(2).

1           3.       The amount of discovery and evidence supports final approval.

2           Where “extensive discovery” takes place before a class settlement, final approval is  
3 favored. *See Pickett*, 145 Wn.2d at 199. Here, Settlement Class Counsel investigated the rest  
4 and meal break, unpaid time, and overtime claims and gathered relevant facts before filing this  
5 lawsuit. Marshall Decl. ¶ 17. After filing, Settlement Class Counsel engaged in extensive formal  
6 and informal discovery regarding class certification, liability, and damages. *Id.* Settlement Class  
7 Counsel’s work resulted in the production of thousands of documents, including critical  
8 timekeeping and payroll data. *Id.* Settlement Class Counsel have spent more than two years  
9 reviewing and analyzing the documents, data, and legal claims; litigating the action; calculating  
10 potential damages; evaluating evidence for class certification and mediation; and working  
11 through data and other discovery issues throughout settlement negotiations and  
12 administration. *Id.*

13           4.       The positive recommendation and extensive experience of counsel support final  
14           approval.

15           “When experienced and skilled class counsel support a settlement, their views are given  
16 great weight.” *Pickett*, 145 Wn.2d at 200. Settlement Class Counsel, who are experienced and  
17 skilled in class action litigation, support the settlement as fair, reasonable, adequate, and in the  
18 best interests of the Settlement Class. Marshall Decl. ¶¶ 2–10, 18; Declaration of Douglas Han  
19 (Han Decl.) ¶¶ 1–6, 22. Given their knowledge and experience in litigating class actions and  
20 their evaluation of the strengths and weaknesses of this case, Settlement Class Counsel believe  
21 the settlement is a strong result under the circumstances. Marshall Decl. ¶ 19; Han Decl. ¶ 23.

22           5.       Future expense and likely duration of litigation support final approval.

23           The Court should also consider the expense and likely duration of the litigation if a  
24 settlement had not been reached. *Pickett*, 145 Wn.2d at 188. This settlement guarantees a  
25 monetary recovery for drivers and loaders while obviating the need for lengthy, uncertain, and  
26 expensive litigation. At the time of mediation, Plaintiff had not yet moved for class certification  
27 but was prepared and intended to do so if mediation failed. Certification issues would have

1 been heavily briefed by both parties, oral argument would likely have been necessary, and the  
2 Court would have had to invest precious judicial resources reviewing the briefing and numerous  
3 detailed declarations from drivers and loaders. If a class had been certified, it is likely that  
4 depositions of the Plaintiff and proposed class members, Beacon’s managers and supervisors,  
5 and any damages experts would have occurred. One or both parties would have moved for  
6 summary judgment on some or all claims and any unresolved claims would have proceeded to a  
7 lengthy class action trial. Even if a certified class had prevailed at trial, Beacon would likely have  
8 appealed any adverse rulings, further delaying relief to drivers and loaders.

9       6.     The reaction of the Settlement Class supports final approval.

10       A court may infer a class action settlement is fair, adequate, and reasonable when few  
11 class members object to it. *See Pickett*, 145 Wn.2d at 200–01. Here, the deadline to opt out or  
12 object to the settlement is December 7, 2024; however, as of November 21, no Settlement  
13 Class Members have opted out or objected. Cofinco Decl. ¶¶ 10–11. Plaintiff will file a  
14 supplemental brief in support of his motion to update the Court on the final number of opt-  
15 outs and objections, and the parties will respond to any objections, by December 17. Marshall  
16 Decl. ¶ 20.

17       7.     The presence of good faith and absence of collusion support final approval.

18       In determining the fairness of a settlement, the Court should consider the presence of  
19 good faith and absence of collusion. *Pickett*, 145 Wn.2d at 201. Here, there has been no  
20 collusion or bad faith. The settlement is the result of extensive, arm’s-length negotiations  
21 between experienced attorneys who are familiar with wage and hour class action litigation and  
22 the legal and factual issues of this case. At all times, the negotiations leading to the settlement  
23 were adversarial, non-collusive, and at arm’s length. Marshall Decl. ¶ 21; Han Decl. ¶ 21.

24       For these reasons, final approval of the settlement is appropriate.

25 **B.     Settlement Class Members received the best notice practicable.**

26       This Court approved the proposed notice plan and the form and content of the  
27 proposed notice and ordered that it be sent to Settlement Class Members. Dkt. 32 ¶¶ 8–9. CPT

1 has successfully implemented the notice program. Cofinco Decl. ¶¶ 3–11. The parties worked  
2 together to provide CPT with Settlement Class Data, including Settlement Class Members’  
3 names, last known contact information, and estimated settlement awards. After working with  
4 the parties to finalize the Settlement Class list and updating all addresses through the National  
5 Change of Address Database, CPT sent notice by First Class Mail to each Settlement Class  
6 Member. *Id.* Three notices were returned, but CPT has successfully re-mailed all of them, along  
7 with a fourth notice that was re-mailed at Settlement Class Counsel’s request. *Id.* ¶¶ 8–9. To  
8 date, no notice packets have been returned as undeliverable. *Id.*

9 **C. The requested attorneys’ fee award is fair and reasonable.**

10 Where attorneys have obtained a common fund settlement for the benefit of a class,  
11 Washington courts use the “percentage of recovery approach” in calculating and awarding  
12 attorneys’ fees. *Bowles v. Dep’t of Ret. Sys.*, 121 Wn.2d 52, 72 (1993). Because this is a common  
13 fund settlement, the “percentage of recovery approach” applies. *See id.* “Under the percentage  
14 of recovery approach . . . attorneys are compensated according to the size of the benefit  
15 conferred, not the actual hours expended.” *Lyzanchuk v. Yakima Ranches Owners Ass’n, Phase*  
16 *II, Inc.*, 73 Wn. App. 1, 12 (1994). As the Washington Supreme Court has recognized, “[i]n  
17 common fund cases, the size of the recovery constitutes a suitable measure of the attorneys’  
18 performance.” *Bowles*, 121 Wn.2d at 72. Public policy supports this approach: “When attorney  
19 fees are available to prevailing class action plaintiffs, plaintiffs will have less difficulty obtaining  
20 counsel and greater access to the judicial system. Little good comes from a system where  
21 justice is available only to those who can afford its price.” *Id.* at 71.

22 Contingency fees in individual cases are usually in the range of 33 to 40 percent. *See*  
23 *Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wn.2d 157, 161–66 (2010) (discussing contingency fees  
24 between 33 1/3 percent and 44 percent and reinstating trial court’s order that “40 percent  
25 contingency fee based on the \$5 million settlement was fair and reasonable”). The typical range  
26 for attorneys’ fees awarded in common fund class action settlements is between 20 and 33  
27 percent. *See Alba Conte et al.*, 4 Newberg on Class Actions § 14.6 (4th ed. 2002) (recognizing

1 “fee awards in class actions average around one-third of the recovery”); *Bowles*, 121 Wn.2d at  
2 72 (noting fee awards for common fund cases are often in range of 20 to 30 percent).

3 Here, Settlement Class Counsel request approval of a 30 percent fee award. This is  
4 below the standard contingency fee range for individual cases and well in line with percentage  
5 fee awards in other employment law class actions. *See, e.g., Storti v. University of Washington*,  
6 King County Superior Court No. 04-2-16973-9 SEA (May 12, 2006, Order ¶ 14) (awarding 30  
7 percent of common fund); *Mader v. Health Care Authority*, King County Superior Court No. 98-  
8 2-30850-8 SEA (May 14, 2004, Order ¶ 25) (awarding \$3.6 million fee of \$11 million cash  
9 settlement, equaling approximately 32.7 percent). Thus, Settlement Class Counsel’s requested  
10 award is reasonable under the “percentage of recovery” method. Moreover, Settlement Class  
11 Members received settlement notices stating counsel would request a payment up to  
12 \$326,250, and no Settlement Class Members have objected. *Cofinco Decl.* ¶ 10, Ex. A § 5. CPT  
13 will also post this motion and all supporting documents to the settlement website within one  
14 business day after filing with the Court so that Settlement Class Members can review  
15 Settlement Class Counsel’s full fee request well ahead of the deadline to opt out or object.  
16 *Marshall Decl.* ¶ 22

17 A 30 percent fee is appropriate because this case presented numerous challenges that  
18 could have resulted in no recovery for the Settlement Class if the Court denied class  
19 certification, granted a motion for summary judgment brought by Beacon, or otherwise found  
20 that Beacon’s practices were lawful. Beacon has consistently argued it did not violate  
21 Washington law and has denied liability for all claims. Nonetheless, Settlement Class Counsel  
22 took the risk of litigating the case on a contingency basis, investing more than \$292,752 in fees  
23 to date. *Marshall Decl.* ¶¶ 23–27; *Han Decl.* ¶¶ 13–18. Based on the risks in the case, there was  
24 a real possibility Settlement Class Counsel would recover nothing for their work. That said,  
25 Settlement Class Counsel took their charge seriously and endeavored to represent the interests  
26 of the drivers and loaders to the greatest extent possible for more than two years without  
27

1 compensation. Considering the challenges presented by this case, Settlement Class Counsel  
2 achieved a strong result.

3 For these reasons, Settlement Class Counsel respectfully ask this Court to approve the  
4 30 percent fee.

5 **D. Reimbursement of Settlement Class Counsel’s litigation costs is reasonable.**

6 For common fund settlements, litigation costs are awarded in addition to percentage  
7 fee awards. *See Bowles*, 121 Wn.2d at 70–74 (affirming common fund fee award of \$1.5 million  
8 and costs award of \$17,000). “Reasonable costs and expenses incurred by an attorney who  
9 creates or preserves a common fund are reimbursed proportionately by those class members  
10 who benefit from the settlement.” *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366  
11 (N.D. Cal. 1996). Here, Settlement Class Counsel have incurred more than \$4,400 in litigation  
12 expenses, including fees for service of process; mailing correspondence; filing; mediation; and  
13 online legal research. Marshall Decl. ¶ 28; Han Decl. ¶ 20, Ex. 2.

14 The expenses were reasonable and necessary to secure the successful resolution of this  
15 litigation. *See In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177–78 (S.D. Cal. 2007)  
16 (finding costs such as expert fees, filing fees, travel expenses, online legal research fees, and  
17 mediation expenses are relevant and necessary expenses in class action litigation). While  
18 Settlement Class Counsel have incurred about \$4,400 in litigation costs to date, they anticipate  
19 additional costs may be incurred if it is necessary for a damages expert to adjust the settlement  
20 award calculations after any Settlement Class Members opt out.<sup>3</sup> Thus, Settlement Class  
21 Counsel respectfully request reimbursement of their actual out-of-pocket litigation costs in an  
22 amount up to \$8,000, in addition to their requested fee award. Should Settlement Class  
23 Counsel’s actual litigation costs be less than \$8,000, the difference will become part of the Net  
24 Settlement Class Fund and distributed to Participating Settlement Class Members.

25  
26 \_\_\_\_\_  
27 <sup>3</sup> If such future costs are incurred, Class Counsel will update the Court in Plaintiff’s  
supplemental brief in support of this motion and at the final approval hearing.

1 **E. The settlement administration costs award is reasonable.**

2 CPT Group has agreed to cap its fees at \$10,000, making any payment from the common  
3 fund for settlement administration expenses no greater than that amount. Cofinco Decl. ¶ 14.  
4 Consistent with the Court’s order of appointment, CPT has already, among other things,  
5 formatted, printed, and mailed notice packets to Settlement Class Members; skip-traced and  
6 re-mailed returned notices; established a toll-free telephone number to field Settlement Class  
7 Member inquiries; and created and maintained a website with information about the  
8 settlement and key case documents. *Id.* ¶ 2. Moving forward, CPT will also establish a Qualified  
9 Settlement Fund; handle taxation duties, including the calculation of employee-side tax  
10 withholdings and employer-side tax amounts, and payment of these amounts to the  
11 appropriate taxing authorities; and process and issue Court-approved payments to Participating  
12 Settlement Class Members, the Settlement Class Representative, Settlement Class Counsel, the  
13 cy pres beneficiary, and itself. Agreement § 6. These administration expenses are reasonable  
14 and necessary to inform Settlement Class Members of the settlement and ensure it is  
15 administered fairly. Thus, Plaintiff respectfully asks the Court to approve a payment not to  
16 exceed \$10,000 for settlement administration expenses.

17 **F. The Settlement Class Representative Service Award is reasonable.**

18 Service awards compensate class representatives for work done on behalf of the class.  
19 *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015). These awards  
20 promote the public policy of encouraging individuals to undertake the responsibility of  
21 representative lawsuits. *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009).  
22 Such awards are approved so long as they are reasonable and do not undermine the adequacy  
23 of the class representative. *See Radcliffe v. Experian Info. Solutions*, 715 F.3d 1157, 1164 (9th  
24 Cir. 2013).

25 The requested Service Award of \$10,000 for Plaintiff Joshua King is reasonable and in  
26 line with awards approved by other courts. *See, e.g., Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d  
27 1322, 1329–30 & n.9 (W.D. Wash. 2009) (citing decisions approving service awards up to

1 \$40,000). Mr. King has been committed to this case from the beginning, assisting Settlement  
2 Class Counsel in investigating the claims, gathering evidence, understanding the facts, and  
3 preparing the complaint. Marshall Decl. ¶ 29. Mr. King also assisted the class certification  
4 investigation, providing information about company-wide policies and practices and identifying  
5 other drivers and loaders with knowledge and information about the claims alleged. *Id.* He  
6 further provided documentary evidence to support the claims, participated in attorney-client  
7 meetings, made himself available during mediation to discuss and approve any settlement  
8 proposals, reviewed and approved the proposed settlement terms after consulting with  
9 Settlement Class Counsel, and was prepared to testify at deposition and trial should settlement  
10 negotiations fail. *Id.*; see also Han Decl. ¶ 19. The service award will compensate Mr. King for  
11 his extensive time and effort in stepping forward to serve as class representative and the  
12 reputational and occupational risks he faced by suing his then-current employer while working  
13 in a specialized trade as a commercial boom truck delivery driver and operator. The award is  
14 well deserved and should be approved.

## 15 VI. CONCLUSION

16 The common fund settlement is fair, adequate, and reasonable. Moreover, it is  
17 appropriate for the Court to approve the requested attorneys' fees and costs award given the  
18 high-quality work performed, successful result achieved, risks taken, and costs incurred.

19 Accordingly, Plaintiff respectfully asks the Court to enter an order: (1) approving the  
20 Settlement Agreement as fair, reasonable, and adequate; (2) determining that adequate notice  
21 was provided to Settlement Class Members; (3) approving the requested Settlement Class  
22 Representative Service Award of \$10,000 to Plaintiff Joshua King; (4) approving settlement  
23 administration costs of up to \$10,000 to CPT Group; (5) granting Settlement Class Counsel's  
24 request for \$326,250 in attorneys' fees and up to \$8,000 in costs; and (6) dismissing this action  
25 with prejudice.

1 RESPECTFULLY SUBMITTED AND DATED this 22nd day of November, 2024.

2 TERRELL MARSHALL LAW GROUP PLLC

3 *I certify that this memorandum contains 4,099*  
4 *words, in compliance with the Local Civil Rules.*

5 By: /s/ Toby J. Marshall, WSBA #32726

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23 *Attorneys for Plaintiff*

1 **DECLARATION OF SERVICE**

2 I, Toby J. Marshall, hereby certify that on November 22, 2024, I caused true and correct  
3 copies of the foregoing to be served via the means indicated below:

4 Breanne Martell, WSBA #39632  
5 Email: bsmartell@littler.com  
6 Brian Rho, WSBA #51209  
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13 Seattle, Washington 98101  
14 Telephone: (206) 623-3300  
15 Facsimile: (206) 447-6965

- U.S. Mail, postage prepaid
- Hand Delivered via Messenger Service
- Overnight Courier
- Facsimile
- Electronic Mail
- Via the King County Electronic Filing Notification System

16 *Attorneys for Defendant*

17 I declare under penalty of perjury under the laws of the State of Washington and the  
18 United States that the foregoing is true and correct.

19 DATED this 22nd day of November, 2024.

20 By: /s/ Toby J. Marshall, WSBA #32726  
21 Toby J. Marshall, WSBA #32726