

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made by and between Plaintiff Joshua King, individually and on behalf of the Settlement Class, and Defendant Beacon Sales Acquisition, Inc.

### ***DEFINITIONS USED IN SETTLEMENT AGREEMENT***

- A. “Action” means the lawsuit entitled *Joshua King v. Beacon Sales Acquisition, Inc.*, Case No. 22-2-14226-0 SEA, King County Superior Court for the State of Washington.
- B. “Complaint” means the “Class Action Complaint” captioned *Joshua King v. Beacon Sales Acquisition, Inc.*, filed by Plaintiff on September 2, 2022, on behalf of himself and all others similarly situated, asserting claims for: (i) failure to provide meal and rest periods, pursuant to RCW 49.12.020 and WAC 296-126-092; (ii) failure to pay overtime wages, pursuant to RCW 49.46.130; (iii) failure to pay all wages owed, pursuant to RCW 49.46.090; (iv) unlawful deductions from wages, pursuant to RCW 49.52.060 and WAC 296-126-028; (v) exemplary damages, pursuant to RCW 49.52.050 and 49.52.070; (vi) attorneys’ fees and costs; (vii) pre- and post-judgment interest; and (viii) declaratory relief.
- C. “Court” means the King County Superior Court for the State of Washington.
- D. “Defendant” means Beacon Sales Acquisition, Inc., the Defendant in the Action.
- E. “Defendant’s Counsel” means the law firm Littler Mendelson, P.C.
- F. “Final Approval Date” means the date on which the Final Approval Order is entered in this matter.
- G. “Final Approval Hearing Date” means the date set by the Court for the hearing on final approval of the settlement embodied in this Settlement Agreement.
- H. “Final Approval Order” means the Court order granting final approval of the Settlement Agreement as proposed in **Exhibit B** hereto or such modified terms as may be agreed to by the Parties in order to obtain preliminary or final approval.
- I. “Final Judgment” means an order rendered by the Court that enters judgment disposing of all issues raised in this Action consistent with the Final Approval Order.
- J. “Named Plaintiff” or “Plaintiff” means Joshua King, the Plaintiff in the Action.

- K. “Net Settlement Class Fund” means the portion of the Settlement Amount to be distributed to Settlement Class Members after deducting the Court-approved amounts set forth below in ¶ 6.A-6.C.
- L. “Participating Settlement Class Members” means any Settlement Class Member who is bound by the Final Judgment and receives a distribution as set forth in this Settlement Agreement. All Settlement Class Members are automatically deemed Participating Settlement Class Members unless the Settlement Class Member submits a timely request for exclusion as set forth below in ¶ 3.D.
- M. “Parties” means the Plaintiff and the Defendant in the Action.
- N. “Preliminary Approval Date” means the date on which the Court enters its Preliminary Approval Order.
- O. “Preliminary Approval Order” means an order rendered by the Court preliminarily approving this Settlement Agreement as proposed in **Exhibit C** hereto or such modified terms as may be agreed to by the Parties in order to obtain preliminary approval.
- P. “Released Claims” means those claims included in the release of claims set forth in ¶ 2 of this Settlement Agreement.
- Q. “Released Parties” means (i) Defendant and its parents, subsidiaries, affiliates, insurers, 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.
- R. “Settlement Administrator” means CPT Group, Inc. or the settlement administrator mutually agreed upon by the Parties.
- S. “Settlement Amount” means one million eighty-seven thousand and five hundred dollars (\$1,087,500). This payment is all inclusive of Defendant’s financial obligations under this Settlement Agreement (including all obligations for attorneys’ fees and costs, costs of notice and settlement administration, Plaintiff’s Service Award, settlement payments to Participating Settlement Class Members, and the employees’ normal portions of payroll taxes on the settlement payments), except as specifically provided in ¶ 6.E below.
- T. “Settlement Class” and “Settlement Class Member” means all individuals who are or have been employed as delivery drivers or loaders by Defendant in the State of Washington during the Settlement Class Period. Defendant represents that the number of Settlement Class Members is no more than 321. Defendant agrees that

this representation is material to Plaintiff's decision to settle the Settlement Class claims on the terms set forth herein.

- U. "Settlement Class Counsel" means the law firms Terrell Marshall Law Group PLLC and Justice Law Corporation.
- V. "Settlement Class Data" means the information that Defendant shall provide to the Settlement Administrator as specified below in ¶ 3.B.
- W. "Settlement Class Notice" means the document, substantially in the form attached to this Settlement Agreement as **Exhibit A**, that will be sent to Settlement Class Members following preliminary approval of the Settlement Agreement.
- X. "Settlement Class Period" means the period of time from September 2, 2019, through April 22, 2024.
- Y. "Settlement Class Representative Service Award" means the proposed payment specified below in ¶ 6.B.
- Z. "Settlement Effective Date" means the date by which the Settlement Agreement is finally approved as provided in ¶ 3.E below and the Court's Final Judgment becomes final. For purposes of this subparagraph, the Court's Final Judgment "becomes final" upon the later of (i) 31 days after the Final Approval Order, if no appeal of that Order is filed, or (ii) if a timely appeal is made, the date the Court's Final Approval Order becomes final and binding after final resolution of any appeals.

### ***RECITALS***

WHEREAS, Plaintiff filed the Complaint in this Action, seeking the relief set forth in the Definitions section above; and

WHEREAS, Settlement Class Counsel has conducted a thorough investigation into the facts of the Complaint and the Settlement Class Members' claims against Defendant; and

WHEREAS, the Parties have engaged in extensive settlement discussions, including a full day mediation on March 25, 2024, to discuss a possible resolution of this matter; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that have been or could have been alleged in the Action arising out of the facts or circumstances alleged in the Complaint, including federal, state, and municipal wage and hour claims;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

## ***TERMS OF SETTLEMENT AGREEMENT***

1. **Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. Based on their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that this settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interest of Plaintiff and the Settlement Class Members in light of all facts and circumstances, including the risk of significant delay and defenses asserted by Defendant. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or the Released Parties of any such violation(s) or failure(s) to comply with any applicable law, who expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the Action or any other action for adversarial, rather than settlement purposes.
  
2. **Consideration and Release of Claims.** In consideration for Defendant's payment of the Settlement Amount as set forth in this Settlement Agreement, upon the Final Approval Date (and except as to such rights or claims as may be created by this Settlement Agreement), Plaintiff and all Participating Settlement Class Members release any and all of the Released Parties from any and 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 the Preliminary Approval Date, including federal, state, and municipal wage and hour claims under common law, statutes, ordinances, and regulations. The claims released by the Participating Settlement Class Members include but are not limited to all claims for the following: 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. The Participating Settlement Class Members likewise covenant not to sue the Released Parties with respect to any of the claims the Participating Settlement Class Members have released.

Further and in addition, upon the Final Approval Date (and except as to such rights or claims as may be created by this Settlement Agreement), Plaintiff hereby releases all Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature, whether known or unknown. 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. Plaintiff likewise covenants not to sue the Released Parties with respect to any of the claims Plaintiff has released.

3. **Court Approval Required.** This Settlement Agreement is contingent on approval by the Court. The Parties shall jointly recommend to the Court that it approve the terms of this Settlement Agreement. The Parties shall undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the material terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:

- A. ***Preliminary Approval.*** Plaintiff shall file a motion for preliminary approval seeking the relief presented in **Exhibit C** hereto. Defendant will not oppose the motion. Plaintiff will provide a draft of the motion to Defendant at least 7 days in advance of filing for review and comment. Defendant shall provide Plaintiff any comments at least 3 days in advance of filing. The motion shall seek a Preliminary Approval Order that: (i) preliminarily approves the settlement; (ii) certifies the Settlement Class for purposes of the settlement only; (iii) schedules a fairness hearing at least 120 days after the Preliminary Approval Order on the question of whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members, and whether the application for Settlement Class Counsel's attorneys' fees and cost and the Settlement Class Representative Service Award should be approved; (iv) approves as to form and content the proposed Settlement Class Notice; and (v) directs the mailing of the Settlement Class Notice by first-class mail to the Settlement Class Members.

- B. ***Settlement Class Data.*** Within 14 days of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator on a confidential basis, in a format acceptable to the Settlement Administrator, each Settlement Class Member's name, social security number, last known mailing address, last known telephone number (if available), job title, and dates of employment during the Settlement Class Period. Defendant shall provide the same information to Settlement Class Counsel excluding social security numbers. The Settlement Administrator shall update Settlement Class Data mailing addresses using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator, and, to the extent this process yields an updated address, that updated address shall replace the last known address and be

treated as the new last known address for purposes of this Settlement Agreement and for any subsequent mailings required to effectuate the terms of this Settlement Agreement. The Settlement Administrator and Settlement Class Counsel shall: (i) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information (“PII”) that they receive from Defendant; (ii) not disclose the PII to Named Plaintiff or any third parties without Defendant’s consent, and shall ask those who have been provided consent to receive the PII that they keep the PII confidential; (iii) keep the PII confidential and not disclose or otherwise use the PII other than to carry out their duties as set forth herein; and (iv) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction.

- C. ***Settlement Class Notice.*** Within 14 days of receiving the Settlement Class Data, the Settlement Administrator shall send the Settlement Class Notice to each Settlement Class Member by first-class mail and provide such other forms of notice specified in the Preliminary Approval Order. The Settlement Administrator shall conduct a standard skip trace to locate any Settlement Class Members whose Notice has been returned and promptly re-mail the Settlement Class Notice to the correct or updated address. The Settlement Administrator will keep Settlement Class Counsel and Defendant’s Counsel informed of any problems that arise in providing the Settlement Class Notice and/or locating correct addresses for Settlement Class Members.
- D. ***Settlement Class Members’ Right to Exclude Themselves from the Settlement Class or Object to the Settlement.*** As described in the Settlement Class Notice, Settlement Class Members may exclude themselves from the Settlement Class or object to the Settlement Agreement by submitting their written request for exclusion (opt out) or objection no later than 30 days after the date the Settlement Class Notice is mailed.
1. ***Exclusion.*** Any Settlement Class Member other than Plaintiff may elect to be excluded. To be effective, any such election must be made in writing; must contain the information specified in the Notice; and must be mailed to the Settlement Administrator and postmarked on or before the deadline set forth in the Settlement Class Notice. The date of the postmark on the mailing envelope shall be the exclusive means to determine whether a request for exclusion is timely. Any Settlement Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter be considered to no longer be a Participating Settlement Class Member, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement payment, and shall not be bound by this Settlement Agreement or the Final Judgment.
  2. ***Objection.*** Any Participating Settlement Class Member other than Plaintiff may object to this Settlement Agreement, provided that such objections are

made in writing, filed with the Court, and served on counsel for the Parties no later than the deadline set forth in the Settlement Class Notice. Such objection shall include the information specified in the Settlement Class Notice. No Settlement Class Member may be heard at the Final Approval Hearing who has not complied with this requirement, and any Settlement Class Member who fails to comply with this requirement will be deemed to have waived any right to object as well as to have waived any objection to the Settlement Agreement. Any Settlement Class Member who intends to appear at the Final Approval Hearing shall so announce in the Settlement Class Member's written objection and follow any other instructions provided in the Settlement Class Notice.

3. ***Effect of Taking No Action.*** Except for those Settlement Class Members who exclude themselves in compliance with ¶ 3.D.1, all Settlement Class Members will be deemed to be Participating Settlement Class Members in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Settlement Class Member presents a timely objection to this settlement pursuant to the procedures set out above, the Settlement Class Members and Plaintiff waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.
  4. ***Obligations of Parties and Counsel.*** Neither Plaintiff, Settlement Class Counsel, Defendant, Defendant's Counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves as a Settlement Class Member, or object to the Settlement Agreement or appeal from any order of the Court that is consistent with the terms of this Settlement Agreement, or discourage participation in the settlement. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections, exclusions, and/or challenges to the settlement or any part thereof.
  5. ***Obligations of Settlement Administrator.*** The Settlement Administrator will provide a declaration of due diligence, proof of mailing of the Settlement Class Notice, and records of any opt-outs or objections to Settlement Class Counsel and Defendant's Counsel within 7 days after the deadline for exclusion/objection.
- E. ***Final Approval.*** On the date established in the Preliminary Approval Order, Settlement Class Counsel shall file a motion for final approval of the Settlement Agreement seeking the relief presented in **Exhibit B** hereto, an order awarding a Settlement Class Representative Service Award to Plaintiff, and an order awarding

fees and costs to Settlement Class Counsel. Plaintiff will provide a draft of the motion to Defendant at least 7 days in advance of filing for review and comment. Defendant will provide Plaintiff with any comments at least 3 days in advance of filing. The motion shall seek a Final Approval Order that: (i) finally approves the Settlement Agreement as fair, adequate, and reasonable, and directs consummation of its terms and provisions; (ii) approves Settlement Class Counsel's application for an award of attorneys' fees and costs and the Settlement Class Representative Service Award; and (iii) dismisses this Action on the merits and with prejudice and permanently bars all Settlement Class Members from prosecuting against the Released Parties any individual or class claims that are released by this Settlement Agreement.

4. **Termination of Settlement Agreement.**

- A. ***Non-Approval by Court.*** Failure of the Court to grant preliminary or final approval of the Settlement Agreement (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this settlement as provided in this paragraph by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.
- B. ***Defendant's Option.*** Defendant has the option to void the settlement if the number of Settlement Class Members choosing to opt out of the Settlement Agreement exceeds 2.5% of the total number of Settlement Class Members. Defendant may exercise its option to void this settlement as provided in this paragraph by giving notice, in writing, to Plaintiff and to the Court within 7 days of receiving the Settlement Administrator's declaration as provided in ¶ 3.D.5 above.
- C. ***Attorneys' Fees and Settlement Class Representative Service Award.*** The Court's determination regarding whether and in what amounts to award attorneys' fees and costs to Settlement Class Counsel, and a Settlement Class Representative Service Award to Plaintiff, shall not be grounds for terminating the Settlement Agreement or otherwise affect the enforceability of the Settlement Agreement.
- D. ***Effect of Termination.*** In the event that this Settlement Agreement is not approved by the Court, fails to become effective for any reason, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction over the Action, the Settlement Agreement shall become null and void *ab initio* and shall have no force or effect; all negotiations, statements, and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Action prior to the settlement; and neither this Settlement



Agreement nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in the Action or any other action for any purpose.

5. **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties further agree to cooperate fully and use their best efforts to obtain the Court's preliminary and final approval of this Settlement Agreement and all the terms herein.
6. **Settlement Payments.** The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1. Within 14 days after the Settlement Effective Date, Defendant shall deposit the Settlement Amount, plus the amount calculated by the Settlement Administrator for the employer's portion of payroll taxes as described in ¶ 6.E below, into the QSF. The Settlement Administrator shall distribute these funds only as directed by Settlement Class Counsel and Defendant's Counsel and as allowed under the Court's Final Approval Order and Final Judgment. No part of the Settlement Amount approved by the Court in its Final Approval Order shall revert to Defendant except as provided in ¶ 4 herein. Subject to Court approval, the Settlement Amount shall be allocated as follows:
  - A. ***Attorney's Fees and Litigation Costs.*** Plaintiff will request an award of attorneys' fees to Settlement Class Counsel in an amount of up to 30 percent of the Settlement Amount (\$326,250), as well as costs not to exceed the actual out-of-pocket costs and expenses of litigation, to be paid out of the Settlement Amount. The Settlement Administrator shall distribute to Settlement Class Counsel, within 10 days after the Settlement Effective Date, the amount awarded by the Court as compensation for attorneys' fees and costs in accordance with the Court's Final Approval Order and Final Judgment. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.
  - B. ***Settlement Class Representative Service Award.*** Settlement Class Counsel will request a reasonable service award of up to \$10,000 for Plaintiff, to be paid out of the Settlement Amount. The Settlement Administrator shall distribute to Plaintiff, within 10 days after the Settlement Effective Date, the amount awarded by the Court to Plaintiff as a Settlement Class Representative Service Award. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.
  - C. ***Settlement Administration Expenses.*** At the direction of Settlement Class Counsel and Defendant's Counsel, the Settlement Administrator shall distribute to itself, within 21 days after the Settlement Effective Date, the amount approved by the Court as the reasonable expenses of settlement administration.
  - D. ***Distribution of Net Settlement Class Fund as Individual Allocations.*** The Net Settlement Class Fund is the Settlement Amount less the amount of attorneys' fees

and costs, Settlement Class Representative Service Award, and Settlement Administrator expenses (i.e., ¶ 6.A-6.C above) actually awarded by the Court. The Settlement Administrator shall distribute, within 21 days after the Settlement Effective Date, the Net Settlement Class Fund to Participating Settlement Class Members *pro rata* based on the number of workweeks during the Settlement Class Period, with the calculations to be provided by Settlement Class Counsel and approved by Defendant (“Individual Settlement Allocations”). The Individual Settlement Allocations shall be treated for tax purposes as described in ¶ 6.E below.

- E. ***Tax Treatment and Reporting.*** For tax and withholding purposes, Individual Settlement Allocations shall be treated as follows: 50% of each Individual Settlement Allocation distributed to a Participating Settlement Class Member shall be deemed to be wages, subject to payroll taxes, and the Settlement Administrator shall issue appropriate IRS Forms W-2; and 50% of each Individual Settlement Allocation distributed to a Participating Settlement Class Member shall be deemed to be non-wage payments in exchange for releasing claims for interest and exemplary damages, and the Settlement Administrator shall issue appropriate IRS Forms 1099. Defendant shall be responsible for paying the employer’s portion of payroll taxes attributable to the portions of the Individual Settlement Allocations that are characterized as wages, as calculated by the Settlement Administrator, which the Settlement Administrator shall disburse to the IRS or appropriate state agency. Defendant’s payment of the employer’s portion of payroll taxes shall be in addition to, and shall not come out of, the Settlement Amount. Except for the employer’s portion of payroll taxes, Defendant shall have no responsibility or liability for any federal or state taxes owed in connection with the payments made in connection with this Settlement Agreement. The Settlement Administrator shall withhold from each Participating Settlement Class Member’s payment, and disburse to the IRS or appropriate state agency, the employee’s portion of payroll taxes and tax withholding attributable to wages.
- F. ***No Effect on Other Benefits.*** Defendant will not use any payments from the Settlement Amount to calculate any benefits, including, for example (but without limitation), vacation, holiday pay, pension, or 401(k) plan contributions. Any payments from the Settlement Amount do not represent any modification of previously credited hours of service or other eligibility criteria under any employee pension or employee welfare benefit plan sponsored by Defendant or any of the Released Parties. Nor is any payment from the Settlement Amount compensation for purposes of determining eligibility for, or benefit accrual within, an employee benefit pension plan, an employee welfare benefit plan, or other plan sponsored by Defendant or any of the Released Parties.
- G. ***Conditions Precedent.*** The timelines in this ¶ 6 are contingent on the following events: (i) Settlement Class Counsel must provide a spreadsheet with the Individual Settlement Allocations to Defendant’s Counsel for review within 5 days of the Final Approval Date, and provide the final Individual Settlement Allocations to the Settlement Administrator within 10 days of the Final Approval Date; and (ii) the

Settlement Administrator must provide Defendant with the amounts to be paid (including the employer's share of payroll taxes with a spreadsheet showing the amount for each Individual Settlement Allocation), W-9 form for the Qualified Settlement Fund, and payment instructions within 14 days of Final Approval. If any of these events are delayed, it may delay Defendant's deposit and the Settlement Administrator's payments accordingly.

- H. ***Unclaimed Individual Allocations.*** Participating Settlement Class Members shall have 180 days after the date the Individual Settlement Allocation checks are mailed by the Settlement Administrator to cash their Individual Settlement Allocation checks (the "Settlement Check Cashing Deadline"). Any Individual Settlement Allocation check that is not cashed by the Settlement Check Cashing Deadline shall become void and subject to a stop payment order. Within 14 days after the Settlement Check Cashing Deadline, the Settlement Administrator shall provide Settlement Class Counsel with a list of all Individual Settlement Allocation checks left uncashed, including the name of each Participating Settlement Class Member who did not cash their check, amount of each uncashed check, and total amount of funds remaining from uncashed checks. Within 30 days after the Settlement Check Cashing Deadline, the Settlement Administrator shall tender the total combined amount of all uncashed Individual Settlement Allocation checks to the Legal Foundation of Washington as *cy pres* beneficiary. In such event, those Participating Settlement Class Members will be deemed to have waived irrevocably any right in or claim to a settlement share, but the Settlement Agreement nevertheless will be binding upon them. Any costs associated with administering the residual (*e.g.*, bank stop pay charges) will be deducted from the residual before donation to the *cy pres* beneficiary.
7. **Enforcement Actions.** The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out. In the event that one or more of the Parties to this Settlement Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Settlement Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs, including expert witness fees incurred in connection therewith.
8. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties facilitated by an experienced employment law mediator and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her, or its counsel participated in the drafting of this Settlement Agreement.

9. **Modification.** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and, if changed after the Preliminary Approval Order, approved by the Court (if such approval is required by the Court's order). This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.
10. **Entire Agreement.** This Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the Parties are superseded and merged into this Settlement Agreement.
11. **No Reliance.** The Parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, not contained in this agreement.
12. **Assignments.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.
13. **Plaintiff and Class Counsel Signatories.** It is agreed that, because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Settlement Class Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.
14. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Settlement Agreement. A facsimile signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:


Individually And On Behalf Of The Settlement Class,

Dated: 05/24/2024

By:   
Joshua King, Plaintiff

Settlement Class Counsel,

Dated: May 24, 2024

By:   
Toby J. Marshall  
TERRELL MARSHALL LAW GROUP PLLC  
  
Douglas Han  
JUSTICE LAW CORPORATION

Beacon Sales Acquisition, Inc.,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its authorized agent, Defendant

Defendant's Counsel,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Breanne Martell  
LITTLER MENDELSON, P.C.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Individually And On Behalf Of The Settlement Class,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Joshua King, Plaintiff


Settlement Class Counsel,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Toby J. Marshall  
TERRELL MARSHALL LAW GROUP PLLC  
  
Douglas Han  
JUSTICE LAW CORPORATION

Beacon Sales Acquisition, Inc.,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Digitally signed by  
Jason Taylor  
Date: 2024.05.28  
08:21:13 -05'00'

Its authorized agent, Defendant

Defendant's Counsel,

Dated: May 29, 2024

By:   
Breanne Martell  
LITTLER MENDELSON, P.C.

– Exhibit A –

**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.**

**\*\*\*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
\$[###]

- 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.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	Stay in the Settlement Class. Receive payment. Give up certain rights.  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).
<b>ASK TO BE EXCLUDED</b>	Get out of the Settlement Class. Get no payment. Keep your rights.  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 <b>[DATE]</b> . See Section 9 below for instructions on how to exclude yourself.
<b>OBJECT</b>	Challenge the settlement terms.  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 <b>[DATE]</b> . See Section 9 below for instructions on how to submit an objection.

**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); (4) failure to pay all wages due (RCW 49.46.090); and (5) 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 [preliminary approval date], 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: [Settlement website URL].

### 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 in the amount of \$\*\*\*.

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 [DATE], at [TIME], 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 [Settlement website URL]. 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 [DATE].

### 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 **[DATE]**.

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 **[TIME]** on **[DATE]**, 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: **[Settlement website URL]**. 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 **[14 days before notice deadline]**. 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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Douglas Han and Shunt Tatavos-Gharajeh  
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Pasadena, California 91103  
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**12. What is the contact information for the Settlement Administrator?**

CPT Group, Inc.  
[Address 2]  
[Address 3]  
[Address 4]  
[Address 5]

– Exhibit B –

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**

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 Settlement appears to be fair, reasonable, and adequate and that a hearing should be held after notice to the



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

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

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

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

- 20 a. The Settlement Class is so numerous that joinder of all members is impracticable.  
21 b. There are questions of law and fact common to the Settlement Class for purposes  
22 of settlement.  
23 c. For settlement purposes, the claims of Plaintiff Joshua King are typical of the  
24 claims of the Settlement Class, and Plaintiff and Class Counsel will fairly and adequately protect  
25 the interests of the Settlement Class.

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

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

8 7. Settlement Hearing. A Final Approval Hearing shall be held before this Court on  
9 \_\_\_\_\_, 2024 at \_\_\_\_\_ .m. to determine whether the Settlement is fair, reasonable, and  
10 adequate and should be approved, and whether the application for Settlement Class Counsel’s  
11 attorneys’ fees and costs (the “Attorneys’ Fee Award”), and the Settlement Class Service Award  
12 (the “Service Award”) should be approved. Papers in support of final approval of the Settlement,  
13 including any response to Settlement Class Member objections and request for the Attorneys’ Fee  
14 Award and Service Award, shall be filed with the Court pursuant to the Court’s local rules. The  
15 Final Approval Hearing may be postponed, adjourned, or continued by order of the Court without  
16 further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a  
17 Final Approval Order in accordance with the Settlement Agreement that will adjudicate the rights  
18 of the Settlement Class Members.

19 8. Notice. Within fourteen (14) days of the date of this Order, Defendant shall provide  
20 the Settlement Class Data to the Settlement Administrator. Within fourteen (14) days of receiving  
21 the information, the Settlement Administrator shall cause the Notice, in substantially the form  
22 appended as Exhibit A to the Settlement Agreement, to be mailed by United States first class mail  
23 to the last known valid addresses of the Settlement Class Members. The Settlement Administrator  
24 will update the addresses using reasonable tracing methods, conduct a standard skip trace to locate  
25 the correct addresses for Settlement Class Members whose Notices are returned, and re-mail the

1 Notice to the correct or updated address.

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

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

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

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

25 13. Stay of Proceedings. All discovery and other proceedings in this action are hereby  
26

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

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

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

20 Dated: \_\_\_\_\_, 2024

21 \_\_\_\_\_  
22 THE HONORABLE MARSHALL L. FERGUSON  
23 KING COUNTY SUPERIOR COURT JUDGE  
24  
25  
26

1 Presented by:

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24 Fax: 206.447.6965

25 Attorneys for Defendant

Beacon Sales Acquisition, Inc.

26 [PROPOSED] ORDER GRANTING PLAINTIFF'S  
UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT - 6

LITTLER MENDELSON, P.C.  
One Union Square  
600 University Street, Suite 3200  
Seattle, WA 98101.3122  
206.623.3300

– Exhibit C –

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] FINAL ORDER AND  
JUDGMENT GRANTING  
PLAINTIFF'S MOTION FOR  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
ATTORNEYS' FEES AND COSTS**

The proposed Settlement in this Action was preliminarily approved by this Court on [DATE]. The Court, after notice to the Settlement Class, held a hearing on [DATE] 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

[PROPOSED] FINAL ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT  
AND ATTORNEYS' FEES AND COSTS - 1

1 no just reason for delay of the entry of this Final Order and Judgment Approving Class Action  
2 Settlement. This Final Order and Judgment adopts and incorporates the Settlement Agreement,  
3 the terms defined therein, and all exhibits thereto.

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

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

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

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

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



1 *names*). The Settlement Class is defined as: All individuals who are or have been employed as  
2 delivery drivers or loaders by Defendant in the State of Washington from September 2, 2019,  
3 through April 22, 2024.

4 5. The Court finds that Plaintiff and Settlement Class Counsel has adequately  
5 represented the Settlement Class for the purpose of entering into and implementing the Settlement.

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

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

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

1 arbitration, or other proceeding based on, relating to, or arising out of the claims or causes of action  
2 released as defined in the Settlement Agreement.

3 9. Neither this Final Order and Judgment nor any aspect of this Settlement is to be  
4 offered as evidence of, or construed or deemed as an admission of, liability, culpability,  
5 negligence, or wrongdoing on the part of Defendant or the Released Parties. Without limiting the  
6 generality of the foregoing, nothing about this Final Order and Judgment or the Settlement shall  
7 be offered or construed as an admission or evidence of the propriety or feasibility of certifying a  
8 class in this lawsuit or any other action for adversarial, rather than settlement, purposes.

9 10. The Court approves the payment of attorneys' fees in the amount of [XXXXXX]  
10 and reimbursement of litigation costs in the amount of [XXXX]. The attorneys' fees and  
11 litigation costs shall be paid in accordance with the terms of the Settlement Agreement, and, upon  
12 payment as ordered by the Court, Defendant shall be discharged from any further duty to pay  
13 attorneys' fees, costs, expenses, or any other amount not required by the Settlement Agreement.

14 11. The Court further approves payment to the Plaintiff Joshua King in the amount of  
15 [XXXX] for his Settlement Class Representative Service Award, in addition to his proportional  
16 share of the Qualified Settlement Fund created by the Settlement and to be paid out of the Qualified  
17 Settlement Fund created by the Settlement, in recognition of his services on behalf of the  
18 Settlement Class in this Action.

19 12. The Court approves payment to the Settlement Administrator CPT Group, Inc. in  
20 the amount of [XXXX].

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

25 14. Without affecting the finality of the Final Order and Judgment for purposes of

1 appeal, the Court reserves jurisdiction over the Parties as to all matters relating to the  
2 administration, consummation, enforcement, and interpretation of the terms of the Settlement  
3 Agreement and the Final Order and Judgment, and for any other necessary purposes.

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

6  
7 Dated: \_\_\_\_\_, 2024

8 THE HONORABLE MARSHALL L. FERGUSON  
9 KING COUNTY SUPERIOR COURT JUDGE

1 Presented by:

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26 [PROPOSED] FINAL ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT  
AND ATTORNEYS' FEES AND COSTS - 6

1 Attorneys for Defendant  
2 Beacon Sales Acquisition, Inc.

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[PROPOSED] FINAL ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT  
AND ATTORNEYS' FEES AND COSTS - 7