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THE HONORABLE CINDI PORT
NOTING DATE: JULY 3, 2024
Without Oral Argument

**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING AT KENT**

**WILLIAM C. HALEY, JR., CHANEL
PIERRE, ANTHONY ROGERS, JOSHUA
MCCLELLAND, and MALIK WALLACE,**
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

J. B. HUNT TRANSPORT, INC., a Foreign
Profit Corporation, and **DOES 1-10,** inclusive,

Defendant.

CASE NO. 24-2-09661-2 KNT

ORDER:

- (1) GRANTING CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND PRELIMINARY APPROVAL OF SETTLEMENT;**
- (2) APPROVING NOTICE AND RELATED MATERIALS;**
- (3) APPOINTING SETTLEMENT ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL APPROVAL HEARING**

ORDER

ACKERMANN & TILAJEF, P.C.
2602 N. PROCTOR ST., STE. 205
TACOMA, WASHINGTON 98406
P: (253) 625-7720 F: (310) 277-0635

1 The motion filed by Plaintiffs William C. Haley, Jr. Chanel Pierre, Anthony Rogers, Joshua
2 McClelland, and Malik Wallace (“Plaintiffs”) on behalf of themselves and all others similarly
3 situated, for preliminary approval of their class action settlement with Defendant J. B. Hunt
4 Transport, Inc. (“Defendant”), seeking conditional certification of a settlement class in this action,
5 preliminary approval of the Parties’ proposed Settlement, approval of the notice to be sent to Class
6 Members about the Settlement, and the setting of a date for the hearing on final approval of the
7 Settlement, came before the Court for consideration. The Court, having read and considered the
8 papers on the motion, the arguments of counsel, and the law, and good cause appearing therefore,

9 **IT IS SO ORDERED:**

10 1. The following class of persons is certified as the Class in this action solely for the
11 purposes of the Settlement:

12 All individuals who, from January 1, 2023, through March 19, 2024, applied for a
13 driver job opening in the State of Washington with Defendant, other than for the UNFI
14 – Ridgefield, Washington account, where the job posting did not disclose the wage
scale or salary range for the position.

15 2. The proposed Class satisfies the requirements of a settlement class because the
16 Class Members are readily ascertainable, and a well-defined community of interest exists in the
17 questions of law and fact affecting the Parties. The Class includes approximately 2,223 individuals.

18 3. The Parties’ Settlement Agreement (the “Settlement”) (Decl. of Craig J.
19 Ackermann in Support of Preliminary Approval, **Exhibit 1**) is granted preliminary approval as it
20 meets the criteria for preliminary settlement approval. The Court finds that, given the potential
21 defenses raised by Defendant, and the range of other comparable settlements that have received
22 preliminary and final approval by other Washington state and federal courts, the Gross Settlement
23 Amount here of \$4,261,250.00 falls within the range of possible final approval as fair, adequate
24 and reasonable, was the product of arm’s-length and informed negotiations between the Parties,
25 and appears to treat all Class Members fairly.

26 4. The Parties’ proposed Notice plan is constitutionally sound because individual
27 notices will be mailed to all Class Members whose identities are known to the Parties. The Notice

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1 will be disseminated according to the notice procedure described in the Settlement and
2 substantially in the form submitted by the Parties. To ensure that the Notice reaches as many Class
3 Members as possible, the Settlement Administrator will take the class data provided by the Parties
4 (which will include each Class Member's name, last-known mailing address, last known telephone
5 number, last known email address, and Social Security number, if available) and update the
6 addresses using the National Change of Address database. After doing so, the Settlement
7 Administrator will mail the Notices by first class mail. If any of the Notices are returned by the
8 U.S. Postal Service as undeliverable (i.e., if there is no forwarding address), the Settlement
9 Administrator will perform "skip trace" address searches and will re-mail Notices to Class
10 Members for whom new addresses are provided or are found. Proof of distribution of the Notice
11 will be filed by that Parties at or prior to the final approval hearing. The parties' proposed Class
12 Notice (Settlement Agreement, **Exhibit A**) is sufficient to inform Class Members of the terms of
13 the Settlement, their rights under the Settlement (including, but not limited to, their right to
14 participate in the Settlement by doing nothing, their right to object to the Settlement, or their right
15 to request to be excluded from the Settlement), and the date and location of the final approval
16 hearing. The Notice further advises Class Members that, if they do not elect to exclude themselves
17 from the Settlement, they will receive their equal share of the Net Settlement Amount and will be
18 bound by the release of claims in the Settlement Agreement¹ with respect to Defendant and the
19 other Released Parties². The Notice plan provides the best notice practicable and, therefore, is
20 approved.

21 5. Any Class Member who wishes to object to the Settlement, including to Class

22 ¹ The Release Claims are defined as "all claims during the Class Period in the Complaint asserted against Defendant,
23 including claims for violations of RCW 49.58.110, and claims for penalties, actual or statutory damages, and interest
24 under RCW 49.58.060 and 49.58.070, as well as attorneys' fees and costs, and any claims under any state, federal, or
25 local law arising from the claims in the Complaint based on the same factual predicates as alleged therein, to the fullest
26 extent permitted by law." See S.A., ¶ 51.

27 ² The Released Parties are define as "Defendant and all of its affiliated agents, employees, servants, officers, directors,
partners, trustees, representatives, shareholders, members, stockholders, attorneys, parents, subsidiaries, equity
sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership
that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions,
assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and
all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders,
fiduciaries, parents, subsidiaries, and assigns." See S.A., ¶ 50.

1 Counsel requested attorneys' fees and/or litigation costs, has until 45 days after the mailing of the
2 Notice to submit a written objection, pursuant to the procedures set forth in the Notice.

3 6. Any Class Member may opt-out of the Settlement by submitting a written request
4 for exclusion from the Settlement no later than 45 days after the mailing of the Notice, pursuant to
5 the procedures set forth in the Notice.

6 7. Any Class Member who does not timely submit a written objection that complies
7 with the requirements in the Notice shall not be permitted to object or appear at the final approval
8 hearing, shall be deemed to have waived and forfeited any objection at the final approval hearing,
9 and shall be bound by all proceedings, orders, and judgments of the Court. Any Class Member
10 who wishes to be heard orally at the final approval hearing, either personally or through an
11 attorney, must so state explicitly in the Class Member's written objection as described in the
12 Notice, or the Class Member will not be heard orally. Any objection that is not timely made shall
13 be forever barred. Any attorney hired by a Class Member at that Class Member's expense for the
14 purpose of making objections must file with the Clerk of the Court, and serve the Parties' counsel,
15 a notice of appearance within 45 days of the date of the Notice.

16 8. The Court makes the following appointments: (1) Plaintiffs William C. Haley, Jr.,
17 Chanel Pierre, Anthony Rogers, Joshua McClelland, and Malik Wallace as Class Representatives;
18 (2) Craig Ackermann, Brian Denlinger, and Avi Kreitenberg of Ackermann & Tilajef, P.C. as
19 Class Counsel; and (3) CPT Group, Inc. as Settlement Administrator.

20 9. Defendant is directed to provide the Settlement Administrator with the class data,
21 as specified by paragraph 36 of the Settlement Agreement, no later than 14 calendar days after the
22 date of this Order.

23 10. The Settlement Administrator is directed to mail the approved Notice by first-class
24 regular U.S. mail to the Class Members no later than 14 calendar days after receipt of the class
25 data from Defendant, as specified by paragraph 39 of the Settlement Agreement.

26 11. A final approval hearing will be held on **November 1, 2024 at 10:00 AM** to
27 determine whether the Settlement should be granted final approval as fair, reasonable, and

1 adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement and
2 will consider the Class Representatives' requests for their Class Representative Service Payments
3 and Class Counsel's request for attorneys' fees and reimbursement of litigation costs. Class
4 Members and their counsel may oppose the Settlement and/or the motion for an award of the Class
5 Representative Service Payments and the Class Counsel attorneys' fees and litigation costs, if they
6 so desire, as set forth in the Notice.

7 12. Plaintiffs' motion in support of final approval, including any request for the Class
8 Counsel attorneys' fees and litigation costs payment, must be filed no later than 6 Court days
9 before the final approval hearing. Any Class Member may appear at the final approval hearing in
10 person or by his or her own attorney and show cause why the Court should not approve the
11 Settlement, or object to the motion for awards of the Class Representative Payments and/or Class
12 Counsel's requested attorneys' fees and/or litigation costs.

13 13. Pending final determination of whether the Settlement should be approved,
14 Plaintiffs, all Class Members, and any person or entity allegedly acting on behalf of Class
15 Members, either directly, representatively or in any other capacity, are preliminarily enjoined from
16 commencing or prosecuting against the Released Parties any action or proceeding in any court or
17 other forum asserting any of the Released Claims. This injunction is necessary to protect and
18 effectuate the Settlement, this Order, and the Court's flexibility and authority to enter judgment
19 when appropriate and is ordered in aid of the Court's jurisdiction and to protect its judgments.

20 14. If final approval of the Settlement is not granted, the Parties shall be returned to the
21 status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered
22 into; and thus, this Order and all other findings or stipulations regarding the Settlement shall be
23 automatically void, vacated, and treated as if it was never filed.

24 15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
25 connection with the administration of the Settlement which are not materially inconsistent with
26 either this Order or the terms of the Settlement Agreement.

27 16. The Court reserves the right to continue the date of the final approval hearing

1 without further notice to Class Members. The Court may approve or modify the Settlement without
2 further notice to Class Members. The Court retains jurisdiction to consider all further matters
3 arising out of or in connection with the Settlement. This Action is stayed until further ordered by
4 this Court, except such actions and proceedings that may be necessary to implement the Settlement
5 and this Order.

6
7 **IT IS SO ORDERED.**

8 DATED: _____

_____ HONORABLE JUDGE CINDI PORT
SUPERIOR COURT JUDGE OF KING COUNTY

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12 Presented by:

13 ACKERMANN & TILAJEF, P.C.

14
15 /s/Craig J. Ackermann
16 Craig Ackermann, WSBA #53330
17 Brian W. Denlinger, WSBA #53177
18 Avi Kreitenberg, WSBA #53294
19 *Counsel for Plaintiffs and the Class*

20 SCOPELITIS GARVIN LIGHT HANSON & FEARY, P.C.

21 /s/Adam C. Smedstad
22 Adam C. Smedstad, WSBA #53201
23 *Attorney for Defendant*
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ORDER

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King County Superior Court
Judicial Electronic Signature Page

Case Number: 24-2-09661-2
Case Title: HALEY ET AL VS J B HUNT TRANSPORT
Document Title: ORDER
Signed By: Cindi Port
Date: July 12, 2024



Judge: Cindi Port

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 35E902175D6BCFBE416A7DC3ECA4B64834A5D5AC
Certificate effective date: 4/30/2020 10:19:11 AM
Certificate expiry date: 4/30/2025 10:19:11 AM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Cindi Port: GE3inpRJ6RGCb9i4jC11QQ=="