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THE HONORABLE MATT LAPIN
NOTING DATE: MARCH 28, 2025
Without Oral Argument

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

CARL SCHENK and MALIK WALLACE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SYSTEM TRANSPORT, INC., a
Washington Public Utility Corporation, T-W
TRANSPORT, INC., a Washington Public
Utility Corporation, BULK SERVICE
TRANSPORT, INC., a Foreign Profit
Corporation, and DOES 1-10, inclusive,

Defendants.

CASE NO. 24-2-01352-1 SEA

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 Carl Schenk and Malik Wallace (“Plaintiffs”) on behalf of
2 themselves and all others similarly situated, for preliminary approval of their class action
3 settlement with Defendants System Transport, Inc., T-W Transport, Inc., and Bulk Service
4 Transport, Inc., d/b/a James J. Williams Bulk Service Transport (“Defendants”), seeking
5 conditional certification of a settlement class in this action, preliminary approval of the Parties’
6 proposed Settlement, approval of the notice plan and the notice to be sent to Settlement Class
7 Members about the Settlement, and the setting of a date for the hearing on final approval of the
8 Settlement, came before the Court for consideration. The Court, having read and considered the
9 papers on the motion, the arguments of counsel, and the law, and good cause appearing therefore,

10 **IT IS SO ORDERED:**

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

13 Plaintiffs and all individuals who, from January 1, 2023 through December 31, 2024
14 (the “Settlement Class Period”), applied for a job opening in the State of Washington
15 with Defendants System Transport, Inc., T-W Transport, Inc., and/or Bulk Service
16 Transport, Inc. d/b/a James J. Williams Bulk Service Transport, where the job posting
did not disclose the wage scale or salary range and/or a general description of benefits
or other compensation for the position.

17 2. The proposed Settlement Class satisfies the requirements of a settlement class
18 because the Settlement Class Members are readily ascertainable, and a well-defined community
19 of interest exists in the questions of law and fact affecting the Parties. The Settlement Class
20 includes approximately 822 individuals.

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

1 Class Members fairly.

2 4. The Parties' proposed Notice plan is constitutionally sound because individual
3 Notices and Claim Forms will be mailed and/or emailed to all Settlement Class Members whose
4 identities are known to the Parties. The Notices and Claim Forms will be disseminated according
5 to the notice procedure described in the Settlement and substantially in the form submitted by the
6 Parties. To ensure that the Notices and Claim Forms reach as many Settlement Class Members as
7 possible, the Settlement Administrator will take the class data provided by Defendants (which will
8 include each Settlement Class Member's name address, phone number, and email address, if
9 known and reasonably accessible in Defendants' records) and update the addresses using the
10 National Change of Address database. After doing so, the Settlement Administrator will mail
11 and/or email the Notices and Claim Forms by first class mail. If any of the Notices and Claim
12 Forms are returned by the U.S. Postal Service as undeliverable (i.e., if there is no forwarding
13 address), the Settlement Administrator will perform "skip trace" address searches and will re-mail
14 Notices and Claim Forms to Settlement Class Members for whom new addresses are provided or
15 are found. Proof of distribution of the Notices and Claim Forms will be filed by the Parties at or
16 prior to the final approval hearing. The Parties' proposed Class Notice (Settlement Agreement,
17 **Exhibit A**) is sufficient to inform Settlement Class Members of the terms of the Settlement, their
18 rights under the Settlement (including, but not limited to, their right to participate in the Settlement
19 by submitting a valid and timely Claim Form by mail or through an online submission process on
20 a website maintained by the Settlement Administrator, their right to object to the Settlement, or
21 their right to request to be excluded from the Settlement), and the date and location of the final
22 approval hearing. The Notice further advises Settlement Class Members that, if they do not elect
23 to exclude themselves from the Settlement, and if they submit a timely and valid Claim Form either
24 by mail or through an online submission process on a website maintained by the Settlement
25 Administrator, they will receive their equal share of the Net Settlement Fund and will be bound by
26 the release of claims in the Settlement Agreement¹ with respect to Defendants and the other

27 ¹ The Settlement Class Member Release is defined as, "all claims that arose during the settlement class period (i.e.,

Released Parties². The Notice plan provides the best notice practicable and, therefore, is approved.

5. Any Settlement Class Member who does not request exclusion from the Settlement and seeks to be eligible to receive a share of the Net Settlement Fund has until 60 days after the mailing and emailing of the Notice to submit a Claim Form, pursuant to the procedures set forth in the Notice.

6. Any Settlement Class Member who does not request exclusion from the Settlement and who wishes to object to the Settlement, including to Class Counsel's requested attorneys' fees and/or litigation costs, has until 60 days after the mailing and emailing of the Notice to submit a written objection, pursuant to the procedures set forth in the Notice.

7. Any Settlement Class Member may opt-out of the Settlement by submitting a written request for exclusion from the Settlement no later than 60 days after the mailing and emailing of the Notice, pursuant to the procedures set forth in the Notice. Any Settlement Class Member who requests exclusion from the Settlement does not have a right to object to the Settlement or to submit a Claim Form.

8. Any Settlement Class Member who does not timely submit a written objection that complies with the requirements in the Notice shall not be permitted to object or appear at the final approval hearing, shall be deemed to have waived and forfeited any objection at the final approval hearing, and shall be bound by all proceedings, orders, and judgments of the Court. Any Settlement

from January 1, 2023 through December 31, 2024) that were asserted or could have been asserted against the Defendants or the other Released Parties by members of the Settlement Class based on the claims, allegations, facts, events, omissions, or occurrences asserted in the First Amended Complaint filed in [this] Action or claims that could have been asserted based on the allegations, facts, events, omissions, or occurrences alleged in the First Amended Complaint in [this] Action (the "Released Class Claims"). The Released Class Claims shall include, but not be limited to, any claims based on Defendants and the other Released Parties' alleged failure to comply with the job posting/pay transparency requirements of the Washington Equal Pay and Opportunities Act, including, but not limited to, any alleged liabilities arising out of or relating to a failure to include the wage scale or salary range, a general description of all of the benefits, and/or other compensation to be offered to a hired applicant in any job postings. The Released Class Claims also specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, interest, liquidated damages, exemplary damages, statutory damages, minimum statutory damages, and attorneys' fees and costs relating to any of the foregoing." See S.A., ¶ 21.a.

² The Released Parties are defined as "Defendants, together with each of their direct and indirect parents, subsidiaries, affiliates, divisions, related companies/corporations and/or partnerships, and each of their respective past and present directors, officers, agents, shareholders, members, managers, employees, attorneys, insurers (including Travelers), successors, and assigns." See S.A., ¶ 20.

ORDER

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1 Class Member who wishes to be heard orally at the final approval hearing, either personally or
2 through an attorney, must so state explicitly in the Settlement Class Member's written objection
3 as described in the Notice, or the Settlement Class Member will not be heard orally. Any objection
4 that is not timely made shall be forever barred. Any attorney hired by a Settlement Class Member
5 at that Settlement Class Member's expense for the purpose of making objections must file with
6 the Clerk of the Court, and serve the Parties' counsel, a notice of appearance within 60 days of the
7 date of the Notice.

8 9. The Court makes the following appointments: (1) Plaintiffs Carl Schenk and Malik
9 Wallace as Class Representatives; (2) Craig Ackermann, Brian Denlinger, and Avi Kreitenberg of
10 Ackermann & Tilajef, P.C. as Class Counsel; and (3) CPT Group, Inc. as Settlement
11 Administrator.

12 10. Defendants are directed to provide the Settlement Administrator with the class data,
13 as specified by paragraph 15 of the Settlement Agreement, no later than 30 calendar days after the
14 date of this Order.

15 11. The Settlement Administrator is directed to mail the approved Notice and Claim
16 Form by first-class regular U.S. mail and by email (if available) to the Settlement Class Members
17 no later than 14 calendar days after receipt of the class data from Defendants, as specified by
18 paragraph 16 of the Settlement Agreement.

19 12. A final approval hearing will be held on **September 12, 2025 at 1:00 p.m.** to
20 determine whether the Settlement should be granted final approval as fair, reasonable, and
21 adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement and
22 will consider the Class Representatives' request for their Class Representative Service Payments
23 and Class Counsel's request for attorneys' fees and reimbursement of litigation costs. Settlement
24 Class Members and their counsel may oppose the Settlement and/or the motion for an award of
25 the Class Representative Service Payments and the Class Counsel attorneys' fees and litigation
26 costs, if they so desire, as set forth in the Notice.

27 13. Plaintiffs' motion in support of final approval, including any request for the Class

1 Counsel attorneys' fees and litigation costs payment, must be filed no later than six (6) Court days
2 before the final approval hearing. Any Settlement Class Member may appear at the final approval
3 hearing in person or by his or her own attorney and show cause why the Court should not approve
4 the Settlement, or object to the motion for awards of the Class Representative Payments and/or
5 Class Counsel's requested attorneys' fees and/or litigation costs.

6 14. Pending final determination of whether the Settlement should be approved,
7 Plaintiffs, all Settlement Class Members, and any person or entity allegedly acting on behalf of
8 Settlement Class Members, either directly, representatively or in any other capacity, are
9 preliminarily enjoined from commencing or prosecuting against the Released Parties any action or
10 proceeding in any court or other forum asserting any of the claims covered by the Settlement Class
11 Member Release. This injunction is necessary to protect and effectuate the Settlement, this Order,
12 and the Court's flexibility and authority to enter judgment when appropriate and is ordered in aid
13 of the Court's jurisdiction and to protect its judgments.

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

18 16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
19 connection with the administration of the Settlement which are not materially inconsistent with
20 either this Order or the terms of the Settlement Agreement.

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ORDER

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

7 **IT IS SO ORDERED.**

8
9 DATED: March 28, 2025


HONORABLE MATT LAPIN
SUPERIOR COURT JUDGE OF KING COUNTY

11 Presented by:

12 ACKERMANN & TILAJEF, P.C.

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

18 NOSSAMAN LLP

19 /s/Brian Ferrasci-O'Malley
20 Brian Ferrasci-O'Malley, WSBA #46721
21 *Counsel for Defendants*

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ORDER

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