

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

JULIUS TERRELL, as an individual and as a
representative of the class,

Plaintiff,

v.

COSTCO WHOLESALE CORP.,

Defendant.

NO. 16-2-19140-1 SEA

**[PROPOSED] FINAL APPROVAL
ORDER AND ENTRY OF JUDGMENT**

The Court, having considered Plaintiff’s Motion for Final Approval of Class Action Settlement between Plaintiff Julius Terrell (“Plaintiff”) and Costco Wholesale Corp. (“Defendant”) in the above-captioned matter (the “Lawsuit”), the Class Action Settlement Agreement and Release entered into between Plaintiff and Defendant (“Settlement”), the objections and comments received regarding the proposed Settlement, the record in this the Lawsuit, the submissions and arguments presented by counsel, and, having held a Final Approval Hearing on June 15, 2018, finds that:

1. Unless defined herein, for purposes of this Final Approval Order, all capitalized terms in this Final Approval Order shall have the same meanings as set forth in the Settlement.

1 2. The Court has jurisdiction over the subject matter of the Lawsuit and over the
2 settling parties, including the members of the Settlement Class.

3 3. On March 1, 2018, the Court preliminarily approved the Settlement and
4 certified, for settlement purposes, the Settlement Class as defined in the Settlement.

5 4. Pursuant to the Court's Preliminary Approval Order, the Notice was distributed
6 to the Class by email and US Mail. The Court hereby finds and concludes that the Notice was
7 disseminated to members of the Settlement Class in accordance with the terms set forth in the
8 Settlement and in compliance with the Court's Preliminary Approval Order. The Court further
9 finds and concludes that the Notice, and the distribution procedures set forth in the Settlement
10 fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable
11 under the circumstances, provided individual notice to all members of the Settlement Class who
12 could be identified through reasonable effort, provided an opportunity for the Settlement Class
13 Members to object or exclude themselves from the Settlement, and support the Court's exercise
14 of jurisdiction over the Settlement Class as contemplated in the Settlement and this Final
15 Approval Order.
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17 5. The Settlement Class Members were given an opportunity to object to the
18 Settlement. No Settlement Class Members objected to the Settlement. The Settlement Class
19 Members who made valid and timely requests for exclusion are excluded from the Settlement
20 and are not bound by this Final Approval Order. Forty One Settlement Class Members
21 requested exclusion. The identities of such persons are set forth in the Supplemental
22 Declaration of Jennifer M. Keogh that was filed in support of Plaintiffs' Motion for Final
23 Approval.
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1 6. The Settlement was arrived at as a result of arms' length negotiations conducted
2 in good faith by experienced attorneys familiar with the legal and factual issues of this case.

3 7. The Settlement is fair, reasonable, adequate, and in the best interests of the
4 Settlement Class in light of the complexity, expense, and duration of litigation, as well as the
5 risk involved in establishing liability and damages and in maintaining the class action through
6 trial and appeal.

7 8. The consideration provided by the Settlement constitutes fair value given in
8 exchange for the release of the Released Claims against the Released Parties. The Court finds
9 that the consideration provided to members of the Settlement Class is reasonable, considering
10 that facts and circumstances of the claims and affirmative defenses asserted in the action, and
11 the potential risks and likelihood of success of alternatively pursuing trial on the merits.
12

13 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

14 9. The Settlement is finally approved as fair, reasonable, adequate, just, and in
15 compliance with all applicable requirements of the applicable laws, and in the best interest of
16 the Settlement Class. The Settlement Agreement, which shall be deemed incorporated herein,
17 and all terms the Settlement are finally approved and shall be consummated in accordance with
18 the terms and provisions thereof, except as amended by any subsequent order issued by the
19 Court.
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21 10. Pursuant to CR 23(c)(3), the Lawsuit is hereby certified, for settlement purposes
22 only, as a class action on behalf of the following Settlement Class Members, as defined as all
23 individuals on whom Defendant obtained a background report for employment purposes through
24 use of the Challenged Disclosure Form from August 10, 2014 through April 17, 2017.
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1 11. Pursuant to CR 23, the Court certifies Plaintiff Julius Terrell as the Class
2 Representative and appoints Terrell Marshall Law Group, PLLC and Berger & Montague, P.C.
3 as Class Counsel.

4 12. For settlement purposes only, the Court finds that the Lawsuit satisfies the
5 applicable prerequisites for class action treatment under CR 23(a) and (b)(3), namely:

- 6 • The Settlement Class is so numerous that joinder of all members is
7 impracticable;
- 8 • There are questions of law and fact common to the Settlement Class
9 Members;
- 10 • The claims of the Class Representative are typical of the claims of the
11 Settlement Class Members;
- 12 • The Class Representative and Class Counsel have fairly and adequately
13 represented and protected the interests of all of the Settlement Class
14 Members;
- 15 • Common issues predominate over any individualized issues; and
16 • A class action is superior to thousands of individual actions.

17 13. The Plaintiff, Settlement Class Members, and their successors and assigns are
18 permanently barred and enjoined from instituting or prosecuting, either individually or as a
19 class, or in any other capacity, any of the Released Claims against any of the Released Parties,
20 as set forth in the Settlement. Pursuant to the release contained in the Settlement, the Released
21 Claims are compromised, settled, released, discharged, and dismissed with prejudice by virtue
22 of these proceedings and this Final Approval Order, provided, however, that the Released
23 Claims shall not be construed to limit the right of Defendant or any member of the Settlement
24 Class to enforce the terms of the Settlement.
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1 14. This Final Approval Order is binding on all Settlement Class Members, except
2 those individuals who validly and timely excluded themselves from the Settlement. The
3 identities of such persons are set forth in the Supplemental Declaration of Jennifer M. Keogh
4 that was filed in support of Plaintiffs' Motion for Final Approval.

5 15. To the extent permitted by law and without affecting the other provisions of this
6 Final Approval Order, this Final Approval Order is intended by the parties and the Court to be
7 *res judicata* and to prohibit and preclude any prior, concurrent, or subsequent litigation brought
8 individually, or in the name of, and/or otherwise on behalf of, Plaintiff or any Settlement Class
9 Member with respect to the Released Claims based upon the same alleged facts.

11 16. The Court hereby retains continuing and exclusive jurisdiction over the parties
12 and all matters relating to the Lawsuit and/or Settlement, including the administration,
13 interpretation, construction, effectuation, enforcement, and consummation of the Settlement,
14 including its injunctive provisions, and this Final Approval Order. This Final Approval Order
15 finally disposes of all claims and is appealable.

17 17. This Final Approval Order is not, and shall not be construed as, an admission by
18 Defendant of any liability or wrongdoing in this or in any other proceeding.

19 18. The Court approves Class Counsel's application for \$_____ in
20 attorneys' fees and costs, and for a service award to the Named Plaintiff in the amount of
21 \$_____, to be paid from the Settlement Fund. The Court further approves and authorizes the
22 deduction of an amount not to exceed \$_____ from the Settlement Fund to cover the
23 Settlement Administrator's costs. These amounts are to be deducted from the Settlement Fund
24 as set forth in the Settlement. Save and except as expressly set forth to the contrary in this Final
25 Approval Order and any judgment issued by the Court regarding Plaintiff's application for fees
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1 and costs, Plaintiff and Class Counsel shall take nothing by their claims and each party shall
2 bear his or its own fees, costs, and expenses in connection with this Lawsuit. Except for the
3 award to Class Counsel specified above, no fees or funds shall be paid to any other counsel
4 representing any Settlement Class Members.

5 19. The Court hereby dismisses the Lawsuit against Defendant, including all claims
6 against said Defendant, with prejudice, without costs to any party, except as expressly provided
7 for in the Settlement.
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9 20. Finding that there is no just reason for delay, the Court orders that this Final
10 Approval Order shall constitute a final judgment pursuant to LCR 58 that is binding on the
11 settling parties and the Settlement Class.

12 **IT IS HEREBY ORDERED:**

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14 DATED this _____ day of _____, 2018.

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16 _____
17 HONORABLE MARY E. ROBERTS
18 KING COUNTY SUPERIOR COURT JUDGE
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1 *Presented by:*

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