

THE HONORABLE MICHAEL SCOTT
NOTE FOR HEARING DATE: MAY 23, 2024
WITHOUT ORAL ARGUMENT

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

REBECCA K. CLEVER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WEYERHAEUSER NR COMPANY, a
Washington corporation,

Defendant.

Case No. 23-2-13734-5

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 The above-titled matter came before this Court upon Plaintiff’s Motion for Preliminary
2 Approval of Class Action Settlement. Based upon the memoranda, exhibits, and all the files and
3 proceedings herein, the Court HEREBY ORDERS as follows:

4 1. The Court grants preliminary approval of the Settlement based upon the terms set
5 forth in the Settlement Agreement.

6 2. The settlement terms set forth in the Settlement Agreement appear to be fair,
7 adequate, and reasonable to the Class, and the Court preliminarily approves the terms of the
8 Settlement Agreement.

9 3. The Court grants the parties’ request for certification of the following Rule 23
10 Settlement Class for the sole and limited purpose of implementing the terms of the Settlement
11 Agreement, subject to this Court’s final approval:

12 All current and former employees of Weyerhaeuser NR Company, and its parents,
13 subsidiaries, and affiliates who worked remotely from their home in Seattle at any
14 time July 26, 2020 through the date this Court grants preliminary approval, but
15 excluding seven executive and legal employees who were designated to defend or act
for Weyerhaeuser in this matter, employees who entered separation agreements with
releases, and any employees who opt out of the class.

16 4. The Court preliminarily approves the common fund settlement amount of
17 \$114,712.50 (the “Fund”).

18 5. The Court preliminarily appoints Plaintiff’s Counsel, HammondLaw P.C., as Class
19 Counsel, and Plaintiff as Class Representative.

20 6. This Court approves, as to form and content, the Notice of Proposed Class Action
21 Settlement (“Class Notice”), in substantially the form attached to the Settlement Agreement as
22 **Exhibit A**. The Court approves the procedure for Class Members to opt out of, or object to, the
23 Settlement as set forth in the Settlement Agreement and the Class Notice.

24 7. The Court appoints Apex Class Action LLC as the Settlement Administrator in this
25 action. The costs of administration will be paid from the Fund.

26 8. As specified in the Settlement Agreement, the Court orders the following schedule
27 of dates for further proceedings:
28

| EVENT | DATE/TIMING |
|--|--|
| Defendant provides Class List and related information | 10 days after Preliminary Approval Order |
| Settlement Administrator mails Class Notice | 21 days after Preliminary Approval Order |
| End of notice period; deadline for opt outs and objections | 60 days after initial mailing of Class Notices |
| Settlement Administrator provides report to the parties regarding mailing process, opt-outs, class list, and objections | 10 days after end of the Notice Period |
| Settlement Administrator provides sworn declaration regarding notice process | 20 days after end of the Notice Period |
| Plaintiff's Counsel files Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award To The Class Representative | 9 court days prior to the Final Approval Hearing |
| Final Approval Hearing | Set by the Court; no sooner than 110 days after the Preliminary Approval Order |
| Final Approval Order | As determined by the Court |
| Effective Date | The later of (1) 31 days after the Final Approval Order or (2) if any appeal occurs, when all appeals have been finally resolved |
| Defendant transfers Fund amount and employer-side taxes to qualified settlement fund ("Funding Date") | 14 days after the Effective Date |
| Settlement Administrator mails settlement checks and makes other payments as authorized by the Court | 21 days after the Effective Date |
| Settlement Administrator sends reminder postcards to Class Members who have not cashed checks | 60 days after mailing of settlement checks |
| Deadline for Class Members to cash settlement checks | 180 days after mailing of settlement checks |
| Any residual funds donated to the Legal Foundation of Washington and Sustainable Forestry Initiative | 190 days after mailing of settlement checks |

9. All proceedings in this action are stayed until further order of the Court, except as necessary to implement the settlement or to comply with the terms of the Settlement Agreement. Further, pending the Court's final determination of whether the proposed settlement will be approved, each and every Class Member is barred and enjoined from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively on behalf of themselves or a class, or in any other capacity, asserting any claims that

1 would be released and discharged upon final approval of the settlement.

2 10. Upon the Effective Date of the settlement, all Class Members who have not timely
3 and validly requested exclusion will be enjoined and barred from commencing or prosecuting any
4 action or proceeding in any court or other tribunal that asserts any of the claims released in the
5 Settlement Agreement; and each such person will be conclusively deemed to have fully, finally,
6 and forever settled and released any and all claims released in the Settlement Agreement as against
7 the Released Parties (as defined in the Settlement Agreement).

8 11. If the Settlement Agreement and the settlement are not approved in all material
9 respects by the Court and all appellate courts to which any appeal or other form of review of such
10 approval may be taken, the Parties may withdraw the motion for preliminary approval of settlement
11 from the Court. In such event, this Order will be vacated and the Settlement Agreement and the
12 settlement shall become null and void and neither the Settlement Agreement, its provisions, the
13 exhibits thereto, nor any of the negotiations, statements, representations, or other information
14 provided by Plaintiff or Defendant in the course of negotiating the Settlement Agreement or any
15 proceedings relating thereto: (i) shall be offered, received in evidence, or otherwise used in this
16 action or in any other action or proceeding for any purpose whatsoever; or (ii) shall prejudice the
17 rights of any of the parties hereto, who shall be restored to their respective positions immediately
18 prior to the date of execution of the Settlement Agreement. Further, in such event, this action shall
19 revert to its status immediately prior to the date of execution of the Settlement Agreement and shall
20 proceed as if the Settlement Agreement and all related orders and papers had not been executed or
21 otherwise agreed to.

22 12. Neither the settlement nor the Settlement Agreement should be interpreted as an
23 admission of any liability or wrongdoing by Defendant, or as an admission of the strength or
24 weakness of the claims against Defendant. Neither Defendant's agreement to the Settlement
25 Agreement, nor Defendant's stipulations or other actions, nor any failure to act, shall be used by
26 any Settlement Class member in any other proceeding to argue that any claim has merit or that any
27 class action should be certified against Defendant.

1 13. A final fairness hearing on the question of whether the proposed Settlement,
2 attorneys' fees to Class Counsel, and the Class Representative's Enhancement Awards should be
3 finally approved as fair, reasonable and adequate as to the members of the Class is scheduled for
4 hearing on September 27, 2024 at 10:00 a.m. Class Counsel shall file their motion for final approval
5 of the Settlement, and their motion for attorneys' fees and costs and service award to the class
6 representative, no later than 9 judicial days prior to the final fairness hearing.

7 14. The Court reserves the right to adjourn or continue the date of the final fairness
8 hearing without further notice to Class Members.

9
10 IT IS SO ORDERED

11 DATED this 23rd day of May, 2024.

12
13 *Electronic signature attached*

14 _____
15 HON. MICHAEL SCOTT
KING COUNTY SUPERIOR COURT JUDGE

16 Presented by:

17 _____
18 s/ Ari Cherniak
19 Julian Hammond, WSBA # 52096
Ari Cherniak, WSBA # 55727
20 HAMMONDLAW, P.C.
1201 Pacific Ave Suite 600
Tacoma WA 98402
21 (310) 601-6766 (Tel)
(310) 295-2385 (Fax)
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23
24
25
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27
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

Clever v. Weyerhaeuser NR Company, No. 23-2-13734-5 SEA

Notice of Proposed Class Action Settlement

A Class Action Settlement may affect your rights, and you may be eligible to receive a payment from the settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

- Plaintiff Rebecca Clever (“Plaintiff” or “Class Representative”) brought a lawsuit against her former employer Weyerhaeuser NR Company (“Weyerhaeuser”) on behalf of herself and a class of similarly situated employees who live in Seattle (the “Class”). The lawsuit asserts that, during the Covid shutdown period, Weyerhaeuser violated the Seattle Wage Theft Ordinance, SMC 14.20 (the “Ordinance”) by failing to pay Plaintiff and the Class wages or compensation for job-related expenses, costs, expenditures, or losses of any kind as defined in the Ordinance. Weyerhaeuser denies Plaintiff’s claims.
- The Court has not made any determinations regarding the merits of Plaintiff’s claims, and it has not decided whether Weyerhaeuser violated the law.
- The parties to the lawsuit have reached a proposed class action settlement. The settlement includes a total payment by Weyerhaeuser of \$114,712.50 (the “Settlement”). The Court has issued an order preliminarily approving the Settlement and authorizing a Settlement Administrator to issue this Notice.
- You are receiving this Notice because Weyerhaeuser’s business records indicate you are eligible to participate in the Settlement as a member of the Settlement Class. “Settlement Class” means all employees of Weyerhaeuser, and its parents, subsidiaries, and affiliates, who worked remotely from their home in Seattle at any time from July 26, 2020, through [DATE OF PRELIMINARY APPROVAL], but excluding employees who were designated to defend or act for Weyerhaeuser in this matter, who entered separation agreements with releases, or who opt out of the Class.
- You will automatically receive a proportional share of the Settlement payment unless you exclude yourself (or “opt out”) from the Settlement, as explained below.
- Your legal rights are affected whether you act or not. Please read this Notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| DO NOTHING | Stay in the Class. Receive Settlement payment. Give up certain rights. By doing nothing, you will receive a share of the Settlement proceeds if the Settlement is approved by the Court and becomes final. In exchange, you will be bound by the Settlement terms, including a release of claims. You are not required to appear at any Court hearing; you will be represented by Class Counsel and the Class Representative. |
| ASK TO BE EXCLUDED | Exclude yourself from the Class. Receive no payment. No waiver of rights. If you ask to be excluded (or “opt out”) from the Class, you will not be bound by the Settlement terms, but you will not receive any share of the Settlement proceeds. The deadline by which you must opt-out of the Settlement is DATE . |
| OBJECT OR COMMENT | Stay in the Class but Challenge the Settlement or Settlement terms. You may object to the Settlement and tell the Court why you do not want it approved. If the Court approves the Settlement, you will be bound by it. If you ask to be excluded, you cannot also provide objections. The deadline to object to the Settlement is DATE . |

- **Any questions? Read the rest of this Notice.**

BASIC INFORMATION

1. Why did I get this Notice?

The Class Representative brought a lawsuit asserting claims regarding failure to pay wages or compensation for job-related expenses, costs, expenditures, or losses of any kind under the Ordinance against Weyerhaeuser on behalf of herself and similarly situated employees of Weyerhaeuser who live in Seattle. The Parties agreed to an early mediation in the hopes of quickly and efficiently addressing these issues and reached a proposed Settlement. The Court issued an order preliminarily approving that Settlement. That order also directed that this Notice be sent to all members of the Class to inform you about the proposed Settlement, and about your options and rights, before the Court decides whether to order final approval of the Settlement. The Court will decide whether to finally approve the Settlement during a Final Approval Hearing scheduled to occur on **DATE** at **TIME** before the Honorable Michael R. Scott in the King County Superior Court, Courtroom W-905, 516 3rd Ave., Seattle, WA 98104. The date and time of the Final Approval Hearing is subject to change without further notice. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to the Settlement Class.

2. Who are the Parties and What is the Lawsuit About?

Plaintiff Rebecca Clever brought this lawsuit. Weyerhaeuser is the Defendant. Plaintiff and Weyerhaeuser are referred to as the “Parties” to the lawsuit.

The Court appointed Plaintiff to serve as the “Class Representative” for the Class. The Court also appointed her lawyers to serve as “Class Counsel” for the Class and appointed **Administrator** to serve as the “Settlement Administrator” for the Settlement.

Plaintiff alleges that, during the Covid shutdown period, Weyerhaeuser violated the Ordinance by failing to pay Plaintiff and the Class wages or compensation for job-related expenses, costs, expenditures, or losses of any kind as defined in the Ordinance. The Court has not made any determinations regarding the merits of Plaintiff’s claims, and it has not decided whether Weyerhaeuser violated the law.

3. Why is there a Settlement?

The Court has not ruled on any of the claims in this case and has not decided whether Plaintiff or Weyerhaeuser is right. Instead, the Parties agreed to this Settlement after extended, good faith, and arms-length negotiations with the assistance of a neutral third-party mediator. The Settlement allows the Parties to put the matter to rest, focus on other matters, and avoid the costs and risks of litigation in exchange for a certain outcome. Plaintiff and Class Counsel believe the Settlement is best for everyone in the Class.

4. How do I know whether I am part of the Settlement?

You received this Notice because Weyerhaeuser’s records show that you are a potential member of the Class under the terms of the proposed Settlement. If the Settlement is approved, it will cover all potential members of the Class who do not exclude themselves from the Settlement, as explained below.

5. What are the Settlement terms and how much can I expect to receive if I participate?

a. Overall summary of Settlement terms

Weyerhaeuser will pay \$114,712.50 to settle this case (the “Settlement Amount”). From that amount, payments will be made to Class Counsel for attorneys’ fees (up to \$40,149.37) and out-of-pocket costs (up to \$7,000), to the Settlement Administrator for administrative costs (up to \$8,000), and to Plaintiff for a representative award and general release payment (up to \$2,500). The final amounts of these payments are subject to Court approval. If the Court approves these payments, the remainder of the Settlement Amount (“Net Settlement Amount”) will be distributed to members of the Settlement Class, less payroll taxes and withholdings required by law. Weyerhaeuser has the option to nullify the Settlement if more than twenty potential members of the Settlement Class choose to opt out.

b. Calculation of Individual Settlement Awards for Settlement Class members

Members of the Settlement Class will receive Individual Settlement Awards from the Net Settlement Amount. The Settlement Administrator will calculate Individual Settlement Awards as follows: the Net Settlement Amount will be divided by the credited months worked by the Settlement Class during the Class Period, with months worked by the Settlement Class from July 2020 to April 2022 credited at 1.0 (i.e., as full months) and months from May 2022 to the end of the Class Period credited at 0.5 (i.e., as half months), to determine a monthly payment value. Individual Settlement Awards will then be calculated by multiplying the monthly payment value by the number of credited months each member of the Settlement Class worked. The Parties estimate that the average gross payment (before taxes and withholdings) for a member of the Settlement Class will exceed \$250 but the actual payment you receive will depend on how many months you worked while in the Class.

If you do not exclude yourself from the Settlement, a check for your Individual Settlement Award will be mailed to you about 20 days after the Settlement’s “Effective Date,” which is the later of: (1) 30 days after the Court grants final approval of the Settlement or denies any motion for reconsideration if there are no appeals from the Court’s final approval order; or (2) if an appeal is timely filed or other appellate review is sought, the date the final judgment is finally affirmed and all other means of appellate review have been exhausted or have expired.

c. Applicable tax withholding and responsibility for taxes

According to the Settlement, the Settlement Administrator will allocate 50% of each Settlement Class member’s Individual Settlement Award as wage compensation (subject to applicable taxes and withholding) and the other 50% of the Individual Settlement Award as statutory damages and interest.

The taxes deducted as a portion of your wages does not necessarily indicate the totality of your tax liability for the Individual Settlement Award you receive. Members of the Settlement Class will be responsible for the tax consequences of all payments they receive, for filing returns and reporting all income received to applicable state and federal taxing authorities, and for payment of any other applicable taxes due. The Parties cannot provide any advice regarding tax obligations. You may want to seek tax advice from your own tax advisor as to any amounts you receive pursuant to the Settlement.

d. Attorneys' fees and costs for Class Counsel

The Court approved the following law firm and attorneys as Class Counsel:

Julian Hammond, WSBA #52096
JHammond@hammondlawpc.com
Ari Cherniak, WSBA #55727
ACherniak@hammondlawpc.com
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
Tel: 206.707.9366

You do not need to pay any portion of Class Counsel's attorneys' fees or costs yourself. All attorneys' fees and costs will be paid from the Settlement Amount. Class Counsel will seek reimbursement of the costs they actually incurred in litigating this case, up to \$7,000. Class Counsel will also request that the Court award attorneys' fees of up to \$40,149.37. Any amounts not approved by the Court will be added to the Net Settlement Fund for distribution to Settlement Class members.

e. Settlement Administration costs

The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, up to \$8,000, will be paid out of the Settlement Amount. Any amounts not approved by the Court or otherwise not expended by the Settlement Administrator will be added to the Net Settlement Amount for distribution to the Settlement Class.

YOUR OPTIONS AND RIGHTS

6. What are my options?

a. Do nothing

If you want to participate in the Settlement, you do not have to do anything. You will receive your Settlement payment automatically if the Settlement is approved by the Court and becomes final. In exchange, you will be bound by the Settlement, including the Release of Claims.

b. Ask to be excluded

You can request to be excluded (or "opt out") from the Settlement. If you exclude yourself, you will not receive any payment from the Settlement, you will not be subject to the terms of the Settlement Agreement, and you will retain whatever rights and claims you may currently have.

If you want to exclude yourself from the Settlement, mail, email, or fax a written statement to the Settlement Administrator, whose name and contact information is provided below. The statement must contain (1) your name, (2) your address, (3) a statement that you desire to be excluded from the Settlement in *Clever v. Weyerhaeuser*, and (4) your signature. To be valid, an exclusion request sent by email must attach a PDF or scanned image of an original signed document. An email alone will not be sufficient. You cannot both exclude yourself from the Settlement and object to it. In order for you to object to the Settlement or its terms, you may not submit a request for exclusion.

A request to be excluded must be postmarked or transmitted by **DATE**.

c. Object or comment

You may object to any term of the Settlement before final approval by submitting a written and signed statement of objection to the Settlement Administrator, whose name and contact information is provided below. You cannot object if you exclude yourself from the Settlement. The objection must contain (1) your name, (2) your address, (3) the reason for your objection, and (4) your signature. If the Court rejects your objection, you will still be bound by the terms of the Settlement.

Your written objection or comment must be postmarked or transmitted to the Settlement Administrator by facsimile transmission, email, or first-class regular United States mail by **DATE**.

7. Released Claims – What will I give up if I participate in the Settlement?

If the Court approves the Settlement, the Court will enter a final judgment dismissing the lawsuit “with prejudice.” This means that the claims in the lawsuit will be permanently dismissed. Additionally, in exchange for the Settlement payments, Weyerhaeuser will be “released” from claims as described in Paragraph 5 of the Parties’ Settlement Agreement, which states:

Release by Settlement Class. As of the Effective Date, this Agreement constitutes a full and final settlement and release of any and all claims against Weyerhaeuser and the Released Parties held by Settlement Class Members for wages or compensation for job-related expenses, costs, expenditures, or losses of any kind as defined in the Seattle Wage Theft Ordinance, SMC 14.20, and all derivative claims for overtime, penalties, interest, liquidated damages, exemplary damages, attorneys’ fees, costs, and expenses that accrue during, arise out of, or relate to their employment with Weyerhaeuser, or its parents, subsidiaries, or affiliates, occurring or that could be alleged to have occurred, relating back to the full extent of all relevant statutes of limitations and limitations periods and continuing through the date of preliminary approval of this Agreement (“Released Claims”). This release applies to Settlement Class Members and their respective marital communities (if any), heirs, executors, administrators, and assigns. The release in this Section 5 excludes claims that are not reasonably related to wage and expense reimbursement claims, including claims for discrimination, retaliation, wrongful termination, unemployment, worker’s compensation, and any claims that may not be lawfully released under this Agreement.

By being part of the Settlement Class, individuals agree that they cannot sue or seek recovery against Weyerhaeuser or other Released Parties described in the Settlement Agreement, including, for example, Weyerhaeuser’s past and present subsidiaries, parents, and other affiliated persons or entities, and their respective insurers, predecessors, successors, assigns, officers, directors, employees, agents, representatives, and attorneys for any Released Claims. Participating in the Settlement does not, however, waive claims outside the release. Anyone potentially in the Class who does not request exclusion by the applicable deadline will be in the Settlement Class and will be considered to have accepted the above “Class Release” and to have waived all of the Released Claims against the Released Parties. Anyone potentially in the Class who requests exclusion by the applicable deadline is not in the Settlement Class, will not be subject to the Class Release, and will not receive any payment.

8. Will I be subject to discipline based on whether I participate in the Settlement?

No. Weyerhaeuser supports the Settlement and will not retaliate against anyone for participating in the Settlement. Indeed, Weyerhaeuser encourages members of the Settlement Class to participate in the Settlement. Your decision to participate, not participate, or object to the Settlement will not affect your employment with Weyerhaeuser or Weyerhaeuser’s treatment of you as a current or former employee.

GETTING MORE INFORMATION

9. Where can I get additional information?

This Notice only summarizes the lawsuit, the Settlement, and related matters. For more information, please contact Class Counsel or the following Court-approved neutral third-party Settlement Administrator:

Clever v. Weyerhaeuser Settlement Administrator
c/o Administrator
XXXXX
XXXXXXXX
Email: XXXXXXXX
Fax: XXXXXXXX
Toll free telephone number: (800) XXX-XXXX

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE PAYMENT PROCESS. Please also note that Weyerhaeuser's executives, managers, and human resources personnel generally will not be able to answer Settlement Class members' questions about this Settlement. Any questions should be directed to the Settlement Administrator or Class Counsel.

The pleadings and other records in this litigation, including the Settlement Agreement, may be obtained by contacting the Settlement Administrator or Class Counsel. You may also inspect the Court files at the King County Superior Court, 516 3rd Ave., Seattle, WA 98104, during the hours of 9:00 a.m. to 4:30 p.m., Monday through Friday (excluding holidays).

King County Superior Court
Judicial Electronic Signature Page

Case Number: 23-2-13734-5
Case Title: CLEVER VS WEYERHAEUSER NR CO
Document Title: ORDER RE PRELIMINARY APPROVAL
Signed By: Michael R. Scott
Date: May 23, 2024



Judge: Michael R. Scott

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

Certificate Hash: 099C583EFDD05FB18A3076329526934213FAC4A0
Certificate effective date: 3/30/2023 1:30:41 PM
Certificate expiry date: 3/30/2028 1:30:41 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Michael Scott:
Po6Ro6kz7RG4KIcIp8tZaw=="