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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 24-2-13005-5 SEA

THE HONORABLE NIKOLE E. HECKLINGER
NOTING DATE: July 23, 2026
Without Oral Argument

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

**ANTHONY ROGERS, CARL SCHENK,
and CHANEL PIERRE**, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

COVENANT TRANSPORT, INC., a
Foreign Profit Corporation, and **DOES 1-10**,
inclusive,

Defendant.

Case No. 24-2-13005-5 SEA

[PROPOSED] 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**

1 The motion filed by Plaintiffs Anthony Rogers, Carl Schenk, and Chanel Pierre
2 (“Plaintiffs”), individually and on behalf of all others similarly situated, for preliminary approval
3 of the class action settlement with Defendant Covenant Transport, Inc. (“Defendant”), seeking
4 conditional certification of a Settlement Class in this action, preliminary approval of the Parties’
5 proposed Settlement, approval of the notice plan and the notice to be sent to Settlement 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 Settlement Class in this action
11 solely for the purposes of the Settlement:

12 All individuals who submitted job applications on-line to, and for, a team driver
13 position with Defendant in the State of Washington during the period of time from
14 January 1, 2023 to June 17, 2024 (the “Settlement Class Period”) (collectively, the
“Settlement Class”).

15 2. The proposed Settlement Class satisfies the requirements of a settlement class
16 because the Settlement Class Members are readily ascertainable, and a well-defined community
17 of interest exists in the questions of law and fact affecting the Parties for the purposes of settlement.
18 The Settlement Class includes approximately 275 individuals.

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

1 4. The Parties' proposed Notice plan is constitutionally sound because individual
2 Notices and Claim Forms will be mailed and/or emailed to all Settlement Class Members whose
3 identities are known to the Parties. The Notices and Claim Forms will be disseminated according
4 to the notice procedure described in the Settlement and substantially in the form submitted by the
5 Parties. To ensure that the Notices and Claim Forms reach as many Settlement Class Members as
6 possible, the Settlement Administrator will take the class data provided by the Parties (which will
7 include each Settlement Class Member's full name, last-known address, last known telephone
8 number, and last known email address, to the extent this information is known and reasonably
9 accessible in Defendant's records), and update the addresses using the National Change of Address
10 database. After doing so, the Settlement Administrator will mail via first-class mail and/or email
11 the Notices and Claim Forms. If any of the Notices and Claim Forms are returned as undeliverable
12 (i.e., if there is no forwarding address), the Settlement Administrator will perform "skip trace"
13 address searches and will re-mail Notices and Claim Forms to Settlement Class Members for
14 whom new addresses are provided or are found. Proof of distribution of the Notices and Claim
15 Forms will be filed by the Parties at or prior to the final approval hearing. The Parties' proposed
16 Class Notice (Settlement Agreement, **Exhibit A**) is sufficient to inform Settlement Class Members
17 of the terms of the Settlement, their rights under the Settlement (including, but not limited to, their
18 right to participate in the Settlement and receive a share of the Net Settlement Fund by submitting
19 a valid and timely Claim Form, their right to object to the Settlement, and their right to request to
20 be excluded from the Settlement), and the date and location of the final approval hearing. The
21 Notice further advises Settlement Class Members that, if they do not elect to exclude themselves
22 from the Settlement, and if they submit a timely and valid Claim Form, they will receive their
23 equal share of the Net Settlement Fund as a Settlement Claimant and will be bound by the release
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1 of claims in the Settlement Agreement¹ with respect to Defendant and the Released Parties².
2 Further, the Notice advises Settlement Class Members that, if they do not exclude themselves from
3 the Settlement, and if they do not submit a timely and valid Claim Form, they will not receive an
4 equal share of the Net Settlement Fund and will still be bound by the release of claims in the
5 Settlement Agreement with respect to Defendant and the Released Parties. The Notice plan
6 provides the best notice practicable and, therefore, is approved.

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

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

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

20 8. Any Settlement Class Member who does not timely submit a written objection that
21 complies with the requirements in the Notice shall not be permitted to object or appear at the final
22

23 ¹ The Release of Claims from the Settlement Class Members is defined as, "all claims that were alleged or could have
24 been alleged in the lawsuit based on the same or substantially similar facts, including claims under any federal, state,
25 or local law through the date of preliminary approval of the settlement ("the Released Claims"). The Released Claims
26 specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and
27 any claims for relief under RCW 49.58.060 or RCW 49.58.070, actual damages, statutory damages, interest, and
attorneys' fees and costs relating to any of the foregoing." See S.A., ¶¶ 18-19.

² The Released Parties are: "(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." See S.A., ¶ 19.

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

10 9. The Court makes the following appointments: (1) Plaintiff Chanel Pierre as
11 Settlement Class Representative; (2) Craig Ackermann, Brian Denlinger, Avi Kreitenberg, and
12 Amanda Lutsock of Ackermann & Tilajef, P.C. as Class Counsel; and (3) CPT Group, Inc. as
13 Settlement Administrator.

14 10. Defendant is directed to provide the Settlement Administrator with the Settlement
15 Class List, as specified by paragraph 13 of the Settlement, no later than 30 calendar days after the
16 date of this Order.

17 11. The Settlement Administrator is directed to email and mail the approved Notice
18 and Claim Form by first-class regular U.S. mail, to the extent this information is available, to the
19 Settlement Class Members no later than 14 calendar days after receipt of the Settlement Class List
20 from Defendant, as specified by paragraph 14 of the Settlement.

21 12. The Settlement Administrator is directed to email reminder notices, to the extent
22 this information is available, to Settlement Class Members who have not submitted a Claim Form
23 or requested exclusion from the Settlement, as specified by paragraph 13 of the Settlement.

24 13. A final approval hearing will be held on **February 19, 2027 at 8:30 a.m.** (*--neh*)
25 to determine whether the Settlement should be granted final approval as fair, reasonable, and
26 adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement
27 and will consider Plaintiffs' requests for Service Awards and Class Counsel's request for

1 attorneys' fees and reimbursement of litigation costs. Settlement Class Members and their
2 counsel may oppose the Settlement and/or the motion for an award of the Service Awards and
3 the Class Counsel attorneys' fees and reimbursement of litigation costs, if they so desire, as set
4 forth in the Notice.

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

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

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

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

26 18. The Court reserves the right to continue the date of the final approval hearing
27 without further notice to Settlement Class Members. The Court may approve or modify the

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

5 19. Having considered Plaintiffs' unopposed Motion for Preliminary Approval of the
6 Class Action Settlement; Approval of Notice to Settlement Class Members and Related Materials;
7 Approval of Settlement Administrator; and Setting Hearing for Final Approval of Settlement, the
8 Court hereby vacates all deadlines in the case schedule. The Court further Orders the Clerk not to
9 dismiss the case pursuant to CR 41, so that the Parties may carry out the terms of the settlement
10 agreement and comply with the settlement approval requirements of CR 23.

11 **IT IS SO ORDERED.**

12
13 DATED: _____

14 HONORABLE JUDGE NIKOLE E. HECKLINGER
15 SUPERIOR COURT JUDGE OF KING COUNTY

16 Presented by:

17 ACKERMANN & TILAJEF, P.C.

18 /s/Brian W. Denlinger

19 Brian W. Denlinger, WSBA #53177

20 *Counsel for Plaintiffs and the Settlement Class*

21 LITTLER MENDELSON, P.C.

22 /s/Breanne Sheetz Martell

23 Breanne Sheetz Martell, WSBA #39632

24 *Counsel for Defendant*

**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 24-2-13005-5 SEA
Case Title: ROGERS VS COVENANT TRANSPORT INC
Document Title: Order Granting Motion / Petition
Date Signed: 07/23/2026



Judge: Nikole Hecklinger

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