

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

Terrance Johnson, Brent Yahraus, and Jacy
Purkiss, individually and as the representatives
of a class of similarly situated persons, and on
behalf of the Carpenters of Western
Washington Individual Account Pension Plan
and the Carpenters Retirement Plan of Western
Washington,

Plaintiffs,

v.

Carpenters of Western Washington Board of
Trustees, Callan LLC, Gerald Auvil, Noe
Castillo, Ken Ervin, Jeff Foushee, Kurt
Hildebrand, Steve Hoffmann, Martin Holberg,
Dan Hutchins, Ryan Hyke, Andrew Ledbetter,
Ron Montoya, Jim Osborne, Tim O'Neill,
Doug Peterson, Rick Poitras, Danny Robins,
Evelyn Shapiro, Bob Susee, Jeff Thorson,
Doug Tweedy, and Wilf Wainhouse,

Defendants.

Case Number: 2:22-cv-01079-JHC

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This matter comes before the Court on the Plaintiffs' Unopposed Motion for Preliminary
2 Approval of Class Action Settlement. Dkt. # 182. After review of the Unopposed Motion for
3 Preliminary Approval of Settlement and the supporting materials, the Court **GRANTS** the
4 motion and **ORDERS** as follows.¹

5 1. Based on the Court's review, the Court finds, on a preliminary basis that: (1) the
6 Settlement is fair, reasonable, and adequate, and within the range of possible approval; (2) the
7 Settlement has been negotiated in good-faith and at arm's-length, with the assistance of an
8 experienced mediator, between experienced attorneys familiar with the legal and factual issues of
9 this case following substantial discovery; (3) the form and method of the notice of Settlement
10 and Fairness Hearing is appropriate; and (4) the Settlement meets all applicable requirements of
11 law, including Federal Rule of Civil Procedure 23 and applicable Ninth Circuit precedent.
12 Accordingly, the Court preliminarily approves the Settlement Agreement in its entirety.

13 2. Pursuant to Federal Rule of Civil Procedure 23(b)(1), the Court certifies, for
14 settlement purposes only, the following Settlement Classes:

15 All participants and beneficiaries of the IAP at any time from August 2, 2016 to
16 May 7, 2020, excluding Defendants.

17 All participants and beneficiaries of the Retirement Plan at any time from August 2,
18 2016 to May 7, 2020, excluding Defendants.

19 3. Named Plaintiffs Terrance Johnson, Brent Yahraus, and Jacy Purkiss are appointed
20 as the Class Representatives, and Engstrom Lee LLC and Skiermont Derby LLP are appointed as
21 Class Counsel for the Settlement Classes.

22 4. The Court finds the Plan of Allocation proposed by Class Counsel is fair,
23 reasonable, and adequate. It divides the Net Settlement Amount between the Settlement Classes
24 based on each Plan's balance in the two Allianz funds on December 31, 2019, and allocates each
25 Class's share pro rata based on each member's IAP account balance or Retirement Plan SIB
26 Units on that date.

27 ¹ All defined terms contained herein shall have the same meaning as set forth in the Settlement
28 Agreement executed by the Parties and filed with the Court.
ORDER
(2:22-cv-01079-JHC)

1 5. The Court finds that under Fed. R. Civ. P. 23(c)(2), the proposed Notice of Class
2 Action Settlement and Fairness Hearing (Exhibit A to the Settlement Agreement) constitutes the
3 best notice practicable under the circumstances, provides due and sufficient notice of the Fairness
4 Hearing and of the rights of all Settlement Class Members, and complies fully with the
5 requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other
6 applicable law. Specifically, the Court finds that the proposed Notice fairly and adequately
7 provides information to the Settlement Classes regarding, among other things: (1) the nature of
8 the claims asserted in the Action; (2) the scope of the Settlement Classes; (3) the terms of the
9 Settlement Agreement; (4) the process for submitting a Rollover Form, if applicable; (5)
10 Settlement Class Members' right to object to the Settlement and the deadline for doing so; (6) the
11 Settlement Classes' release; (7) the identity of Class Counsel and the amount of compensation
12 they will seek in connection with the Settlement; (8) the date, time, and location of the Fairness
13 Hearing; and (9) Settlement Class Members' right to appear at the Fairness Hearing.

14 6. Pursuant to the Settlement Agreement, Atticus Administration is hereby appointed
15 as the Settlement Administrator and shall be required to perform all the duties of the Settlement
16 Administrator as set forth in the Settlement Agreement and this Order.

17 7. The Court approves the establishment of the Qualified Settlement Fund. Atticus
18 Administration shall be the administrator of the Qualified Settlement Fund and shall be
19 responsible for all tax withholding and reporting related to the Qualified Settlement Fund,
20 including for determining whether tax-qualified rollover distributions may be offered to the
21 Settlement Class Members.

22 8. No later than thirty (30) calendar days after the entry of this Order, the Settlement
23 Administrator shall send by U.S. mail or electronic means the Notice of Class Action Settlement
24 and Fairness Hearing (attached as Exhibit A to the Settlement Agreement) to each Settlement
25 Class Member identified by the Settlement Administrator based upon the data available from
26 Defendants or the Plans' Recordkeeper or information provided by Settlement Class Members.
27 The Settlement Administrator shall use commercially reasonable efforts to locate Settlement
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1 Class Members' last known addresses for any who have moved since the last distribution to them
2 from the Plans. Rollover Forms must be postmarked no later than seven (7) days before the
3 Fairness Hearing.

4 9. In accordance with the Settlement Agreement, the Settlement Administrator also
5 shall establish a Settlement Website and toll-free telephone line relating to the Settlement no later
6 than thirty (30) calendar days following the entry of this Preliminary Approval Order.

7 10. On February 17, 2027, at 9:00 a.m., or at such other date and time later set by Court
8 Order, in Courtroom 14A of the United States District Court for the Western District of
9 Washington, United States Courthouse, 700 Stewart Street, Seattle, WA 98101, this Court will
10 hold a Fairness Hearing to determine whether: (a) the Court should approve the Settlement as
11 fair, reasonable, and adequate; (b) the Court should enter the Final Approval Order; and (c) the
12 Court should approve the application for Attorneys' Fees and Costs, Class Representative
13 Service Awards, and Administrative Expenses. The Fairness Hearing may be held in person, by
14 telephone, or via videoconference, without further direct notice to the Settlement Class Members,
15 other than by notice to Class Counsel, and/or be adjourned or continued by order of the Court.

16 11. Any Settlement Class Member may comment in support of or in opposition to the
17 Settlement Agreement. Any objections to any aspect of the Settlement Agreement shall be
18 heard, and any papers submitted in support of said objections shall be considered, by the Court at
19 the Fairness Hearing if they have been filed validly with the Clerk of the Court and copies
20 provided to Class Counsel and Defendants' counsel. To be filed validly, the objection and any
21 notice of intent to participate or supporting documents must be filed or postmarked at least
22 twenty-one (21) calendar days prior to the scheduled Fairness Hearing. The comment and/or
23 objection also must: (1) clearly identify the case name and number of this Action; (2) include the
24 Settlement Class Member's full name, current address, and telephone number; (3) describe the
25 position the Settlement Class Member wishes to assert, including the factual and legal grounds
26 for the position; (4) provide copies of all documents that the Settlement Class Member wishes to
27 submit in support of the Settlement Class Member's position; (5) provide the name(s),

1 address(es) and phone number(s) of any attorney(s) representing the Settlement Class Member;
2 and (6) include the Settlement Class Member's signature. Any Person wishing to speak at the
3 Fairness Hearing shall file, with copies provided to Class Counsel and Defendants' counsel, a
4 notice of intent to participate at least twenty-one (21) calendar days before the Fairness Hearing.

5 12. Any party may file a response to an objection by a Class Member at least seven (7)
6 calendar days before the Fairness Hearing.

7 13. Any Settlement Class Member who fails to object in the manner prescribed herein
8 shall be deemed to have waived such Settlement Class Member's objections and shall forever be
9 barred from making any such objections in this Action or in any other action or proceeding.

10 14. Any application for Attorneys' Fees and Costs, Class Representative Service
11 Awards, and Administrative Expenses shall be filed no later than thirty (30) calendar days prior
12 to the deadline for objections to the proposed Settlement.

13 15. No later than thirty (30) calendar days before the objection deadline, Class Counsel
14 shall file papers in support of Final Approval of the Settlement Agreement. No later than 7
15 calendar days before the Fairness Hearing, Class Counsel shall file any objections received,
16 together with any response.

17 16. Pending final determination of whether the Settlement Agreement should be
18 approved, no Settlement Class Member may directly, through representatives, or in any other
19 capacity, commence any action or proceeding in any court or tribunal asserting any of the
20 Released Claims against Defendants, the Released Parties, and/or the Plans. Except as necessary
21 to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended
22 pending the Fairness Hearing and issuance of the Final Order, or until further order of this Court.

23 17. The Court approves the CAFA Notice attached as Exhibit E to the Settlement
24 Agreement and orders that upon mailing of the CAFA Notice, Defendants shall have fulfilled
25 their obligations under CAFA.

26 18. In the event the Settlement Agreement and the proposed Settlement are terminated
27 in accordance with the applicable provisions of the Settlement Agreement or otherwise not
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1 finally approved by the Court, the Settlement Agreement, the proposed Settlement, and all
2 related proceedings shall, except as expressly provided to the contrary in the Settlement
3 Agreement, become null and void, shall have no further force and effect, and Settlement Class
4 Members shall retain all of their current rights to assert any and all claims against Defendants
5 and any other Released Party, and Defendants and any other Released Parties shall retain any and
6 all of their current defenses and arguments thereto. This Action shall revert to its procedural and
7 substantive status prior to the date of execution of the Settlement Agreement and shall proceed as
8 if the Settlement Agreement and all other related orders and papers had not been executed.

9 19. Neither this Order nor the Settlement Agreement nor any other settlement-related
10 document nor any proceedings undertaken in accordance with the terms set forth in the
11 Settlement Agreement or in any other settlement-related document, shall constitute, be construed
12 as or be deemed to be evidence of or an admission or concession by Defendants as to the validity
13 of any claim that has been or could have been asserted against them or as to any liability by them
14 as to any matter set forth in this Order.

15 It is so ORDERED this 14th day of October, 2026.

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18 John H. Chun
19 United States District Judge
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