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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

IN RE BARRETT BUSINESS SERVICES
SECURITIES LITIGATION

Case No. 14-cv-5884-BHS

CLASS ACTION

This Document Relates To:

ALL ACTIONS.

**JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

WHEREAS, a consolidated class action is pending in this Court entitled *In re Barrett Business Services Securities Litigation*, Case No. 14-cv-5884 (the “Action”);

WHEREAS, (a) Lead Plaintiff Painters & Allied Trades District Council No. 35 Pension and Annuity Funds (“Lead Plaintiff”) and named plaintiff Bakers Local No. 433 Pension Fund (together with Lead Plaintiff, “Plaintiffs), on behalf of themselves and the Settlement Class (defined below); and (b) defendant Barrett Business Services, Inc. (“Barrett”), and defendants Michael L. Elich (“Elich”) and James D. Miller (“Miller”) (together, “Individual Defendants”; with Barrett, “Defendants”; and together with Plaintiffs, the “Parties”), have determined to settle all claims asserted against Defendants in this Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement (the “Stipulation”) that provides for a

1 complete dismissal with prejudice of the claims asserted against Defendants in the Action on the
2 terms and conditions set forth in the Stipulation, subject to approval of this Court (the
3 “Settlement”);

4 WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall
5 have the same meanings as they have in the Stipulation;

6 WHEREAS, by Order dated November 7, 2016 (the “Preliminary Approval Order,” ECF
7 No. 117), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class
8 solely for purposes of effectuating the Settlement; (c) ordered that notice of the proposed
9 Settlement be provided to potential Settlement Class Members; (d) provided Settlement Class
10 Members with the opportunity either to exclude themselves from the Settlement Class or to
11 object to the proposed Settlement; (e) approved of the proposed forms of notice of the
12 Settlement; and (f) scheduled a hearing regarding final approval of the Settlement;

13 WHEREAS, Lead Counsel has filed with the Court proof, by affidavit or declaration, of
14 such mailing and publication of the Notice and Summary Notice;

15 WHEREAS, due and adequate notice has been given to the Settlement Class;

16 WHEREAS, the Court conducted a hearing on February 22, 2017 (the “Settlement
17 Hearing” or “Fairness Hearing”) to consider, among other things, (a) whether the terms and
18 conditions of the Settlement are fair, reasonable and adequate to the Settlement Class, and should
19 therefore be approved; and (b) whether a judgment should be entered dismissing the Action with
20 prejudice as against the Defendants; and

21 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed
22 and proceedings held herein in connection with the Settlement, all oral and written comments
23 received regarding the Settlement, and the record in the Action, and good cause appearing
24 therefor;

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1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

2 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action,
3 and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties
4 and each of the Settlement Class Members.

5 2. **Incorporation of Settlement Documents** – This Judgment incorporates and
6 makes a part hereof: (a) the Stipulation filed with the Court; and (b) the Notice and the
7 Summary Notice, both of which were filed with the Court.

8 3. **Class Certification for Settlement Purposes** – The Court hereby affirms its
9 determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement
10 only, the Action as a class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil
11 Procedure on behalf of the Settlement Class consisting of all persons and entities who purchased
12 or otherwise acquired Barrett common stock between February 12, 2013, and March 9, 2016,
13 inclusive (the “Settlement Class Period”), and were damaged thereby. Excluded from the
14 Settlement Class are Defendants; members of the Immediate Family of each of the Individual
15 Defendants; the Officers and/or directors of Barrett during the Settlement Class Period; any
16 person, firm, trust, corporation, Officer, director or other individual or entity in which any
17 Defendant has or had a controlling interest during the Settlement Class Period or which is or was
18 related to or affiliated with any of the Defendants during the Settlement Class Period; and the
19 legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such
20 excluded party.

21 4. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules of Civil
22 Procedure, and for purposes of the Settlement only, the Court hereby affirms its determinations
23 in the Preliminary Approval Order certifying Plaintiffs as Class Representatives for the
24 Settlement Class and appointing Lead Counsel as Class Counsel for the Settlement Class.
25 Plaintiffs and Lead Counsel have fairly and adequately represented the Settlement Class both in
26 terms of litigating the Action and for purposes of entering into and implementing the Settlement

1 and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g),
2 respectively.

3 5. **Notice** – The Court finds that the dissemination of the Notice and the publication
4 of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval
5 Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice
6 that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of
7 (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases
8 to be provided thereunder); (iii) Lead Counsel’s motion for an award of attorneys’ fees and
9 reimbursement of Litigation Expenses; (iv) their right to object to any aspect of the Settlement,
10 the Plan of Allocation and/or Lead Counsel’s motion for attorneys’ fees and reimbursement of
11 Litigation Expenses; (v) their right to exclude themselves from the Settlement Class; and
12 (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient
13 notice to all persons and entities entitled to receive notice of the proposed Settlement; and
14 (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United
15 States Constitution (including the Due Process Clause), the Private Securities Litigation Reform
16 Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

17 6. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in
18 accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and
19 finally approves the Settlement set forth in the Stipulation in all respects (including, without
20 limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal
21 with prejudice of the claims asserted against Defendants in the Action), and finds that the
22 Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Parties
23 are directed to implement, perform and consummate the Settlement in accordance with the terms
24 and provisions contained in the Stipulation.

25 7. The Action and all of the claims asserted against Defendants in the Action by
26 Plaintiffs and the other Settlement Class Members are hereby dismissed with prejudice. The

1 Parties shall bear their own costs and expenses, except as otherwise expressly provided in the
2 Stipulation.

3 8. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be
4 forever binding on Defendants, Plaintiffs and all other Settlement Class Members (regardless of
5 whether or not any individual Settlement Class Member submits a Claim Form or seeks or
6 obtains a distribution from the Net Settlement Fund), as well as their respective heirs, executors,
7 administrators, predecessors, successors and assigns, in their respective capacities as such.

8 9. **Releases** – The Releases set forth in the Stipulation are expressly incorporated
9 herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this
10 Court orders that:

11 (a) Without further action by anyone, and subject to paragraph 10 below,
12 upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class
13 Members, on behalf of themselves, and their respective heirs, executors, administrators,
14 predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by
15 operation of law and of this Judgment shall have, fully, finally and forever compromised, settled,
16 released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’
17 Claim against each of the Defendants and all of the Defendants’ Releasees, and shall forever be
18 barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of
19 the Defendants or Defendants’ Releasees. This Release shall not apply to any of the Excluded
20 Claims (as that term is defined in the Stipulation).

21 (b) Without further action by anyone, and subject to paragraph 10 below,
22 upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their
23 respective heirs, executors, administrators, predecessors, successors, and assigns in their
24 capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall
25 have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived
26 and discharged each and every Released Defendants’ Claim against Plaintiffs and the other

1 Plaintiffs’ Releasees, and shall forever be barred and enjoined from prosecuting any or all of the
2 Released Defendants’ Claims against any of the Plaintiffs’ Releasees.

3 10. Notwithstanding paragraphs 9(a) – (b) above, nothing in this Judgment shall bar
4 any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this
5 Judgment.

6 11. **Rule 11 Findings** – The Court finds and concludes that the Parties and their
7 respective counsel have complied in all respects with the requirements of Rule 11 of the Federal
8 Rules of Civil Procedure in connection with the initiation, prosecution, defense, and settlement
9 of the Action.

10 12. **No Admissions** – Neither this Judgment, the Stipulation (whether or not
11 consummated), including the exhibits thereto and the Plan of Allocation contained therein (or
12 any other plan of allocation that may be approved by the Court), the negotiations leading to the
13 execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the
14 Stipulation and/or approval of the Settlement (including any arguments proffered in connection
15 therewith);

16 (a) shall be offered against any of the Defendants’ Releasees as evidence of,
17 or construed as, or deemed to be evidence of any presumption, concession, or admission by any
18 of the Defendants’ Releasees with respect to the truth of any fact alleged by Plaintiffs or the
19 validity of any claim that was or could have been asserted or the deficiency of any defense that
20 has been or could have been asserted in this Action or in any other litigation, or of any liability,
21 negligence, fault, or other wrongdoing of any kind of any of the Defendants’ Releasees or in any
22 way referred to for any other reason as against any of the Defendants’ Releasees, in any civil,
23 criminal or administrative action or proceeding, other than such proceedings as may be necessary
24 to effectuate the provisions of the Stipulation;

25 (b) shall be offered against any of the Plaintiffs’ Releasees, as evidence of, or
26 construed as, or deemed to be evidence of any presumption, concession, or admission by any of

1 the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants'
2 Releasees had meritorious defenses, or that damages recoverable under the Complaint would not
3 have exceeded the Settlement Amount or with respect to any liability, negligence, fault or
4 wrongdoing of any kind, or in any way referred to for any other reason as against any of the
5 Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than
6 such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

7 (c) shall be construed against any of the Releasees as an admission,
8 concession, or presumption that the consideration to be given hereunder represents the amount
9 which could be or would have been recovered after trial;

10 *provided, however*, that the Parties and the Releasees and their respective counsel may refer to
11 this Judgment and the Stipulation to effectuate the protections from liability granted hereunder
12 and thereunder or otherwise to enforce the terms of the Settlement.

13 13. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any
14 way, the Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of
15 the administration, interpretation, implementation, and enforcement of the Settlement; (b) the
16 disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or
17 Litigation Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund;
18 (d) any motion to approve the Plan of Allocation; (e) any motion to approve the Class
19 Distribution Order; and (f) the Settlement Class Members for all matters relating to the Action.

20 14. Separate orders shall be entered regarding approval of a plan of allocation and the
21 motion of Lead Counsel for an award of attorneys' fees and reimbursement of Litigation
22 Expenses. Such orders shall in no way affect or delay the finality of this Judgment, and shall not
23 affect or delay the Effective Date of the Settlement.

24 15. **Modification of the Agreement of Settlement** – Without further approval from
25 the Court, Lead Plaintiff and Defendants are hereby authorized to agree to and adopt such
26 amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the

1 Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially
2 limit the rights of Settlement Class Members in connection with the Settlement. Without further
3 order of the Court, Lead Plaintiff and Defendants may agree to reasonable extensions of time to
4 carry out any provisions of the Settlement.

5 16. **Termination of Settlement** – If the Settlement is terminated as provided in the
6 Stipulation or the Effective Date of the Settlement otherwise fails to occur, (a) this Judgment
7 shall be vacated, rendered null and void and be of no further force and effect, except as otherwise
8 provided by the Stipulation, and this Judgment shall be without prejudice to the rights of
9 Plaintiffs, other Settlement Class Members, and Defendants; (b) the Parties shall revert to their
10 respective positions in the Action as of September 2, 2016; and (c) the balance of the Settlement
11 Fund shall be refunded as provided in the Stipulation.

12 17. **Entry of Final Judgment** – There is no just reason to delay the entry of this
13 Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly
14 directed to immediately enter this final judgment in this Action.

15 IT IS SO ORDERED.

16 Dated this 22nd day of 2017.

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20 BENJAMIN H. SETTLE
21 United States District Judge
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1 Presented by:

2 Bradley S. Keller, WBSA #10665
3 John A. Tondini, WBSA #19092
4 BYRNES KELLER CROMWELL LLP
5 1000 Second Avenue, 38th Floor
6 Seattle, WA 98104
7 Tel: (206) 622-2000
8 Fax: (206) 622-2522
9 Email: BKeller@byrneskeller.com
10 JTondini@byrneskeller.com

11 *Liaison Counsel for Lead Plaintiff*
12 *and the Settlement Class*

13 BERNSTEIN LITOWITZ BERGER
14 & GROSSMANN LLP
15 Timothy A. DeLange (*pro hac vice*)
16 Niki L. Mendoza (*pro hac vice*)
17 12481 High Bluff Drive, Suite 300
18 San Diego, CA 92130
19 Tel: (858) 793-0070
20 Fax: (858) 793-0323
21 Email: TimothyD@blbglaw.com
22 NikiM@blbglaw.com

23 *Lead Counsel for Lead Plaintiff and the Settlement Class*

24 WOLF HALDENSTEIN ADLER FREEMAN
25 & HERZ LLP
26 Gregory M. Nespole
27 270 Madison Avenue
28 New York, NY 10016
29 Tel: (212) 545-4600

30 *Counsel for Named Plaintiff Bakers*
31 *Local No. 433 Pension Fund*

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