

## CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (“Settlement Agreement”) is made by and between Plaintiff Shannon Spencer and Defendant City of Mount Vernon.

### ***DEFINITIONS USED IN SETTLEMENT AGREEMENT***

- A. “Action” means the lawsuit entitled *Shannon Spencer v. City of Mount Vernon*, Case No. 22-2-00461-29 (Skagit County Superior Court).
- B. “Complaint” means the Class Action Complaint for Damages filed by Plaintiff on June 14, 2022, on behalf of himself and “all individuals who applied for one or more jobs with the City of Mount Vernon from July 28, 2019 through the date of final disposition of this matter and were requested to provide their wage and/or salary history as part of their application for employment,” asserting claims under the Washington Equal Pay and Opportunities Act, RCW 49.58 et seq.
- C. “Court” means the Skagit County Superior Court.
- D. “Defendant” means the City of Mount Vernon, the Defendant in the Action.
- E. “Defendant’s Counsel” means the law firm Littler Mendelson, P.C.
- F. “Final Approval Date” means the date on which the Final Approval Order is entered in this matter.
- G. “Final Approval Hearing Date” means the date set by the Court for the hearing on final approval of the settlement embodied in this Settlement Agreement.
- H. “Final Approval Order” means the Court order granting final approval of the Settlement Agreement as proposed in **Exhibit D** hereto or such modified terms as may be agreed to by the Parties in order to obtain preliminary or final approval.
- I. “Final Judgment” means an order rendered by the Court that enters judgment disposing of all issues raised in this Action consistent with the Final Approval Order.
- J. “Gross Settlement Amount” means nine hundred and fifty thousand dollars (\$950,000). This payment is all inclusive of Defendant’s financial obligations under this Settlement Agreement (including all obligations for attorneys’ fees and costs, costs of notice and settlement administration, any Class Representative Award, and settlement payments to Participating Settlement Class Members).
- K. “Named Plaintiff” or “Plaintiff” means Shannon Spencer, the Plaintiff in the Action.

- L. “Net Settlement Class Fund” means the portion of the Gross Settlement Amount to be distributed to Settlement Class Members after deducting the Court-approved amounts set forth below in ¶ 7.A-7.C.
- M. “Participating Settlement Class Members” means any Settlement Class Member who is bound by the Final Judgment and receives a distribution as set forth in this Settlement Agreement, including the Named Plaintiff. All Settlement Class Members are automatically deemed Participating Settlement Class Members unless the Settlement Class Member submits a timely request for exclusion as detailed in the Settlement Class Notice.
- N. “Parties” means the Plaintiff and the Defendant in the Action.
- O. “Preliminary Approval Date” means the date on which the Court enters its Preliminary Approval Order.
- P. “Preliminary Approval Order” means an order rendered by the Court preliminarily approving this Settlement Agreement as proposed in **Exhibit C** hereto or such modified terms as may be agreed to by the Parties in order to obtain preliminary approval.
- Q. “Released Claims” means those claims included in the release of claims set forth in ¶ 2 of this Settlement Agreement.
- R. “Released Parties” means (i) Defendant, WCIA, their affiliated entities, and benefit plans, (ii) each of the past and present officers, elected officials, directors, agents, equity holders, members, employees, consultants, 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.
- S. “Settlement Administrator” means JND Legal Administration or any other settlement administrator mutually agreed upon by the Parties.
- T. “Settlement Class” and “Settlement Class Member” means all individuals who applied for one or more jobs with the City of Mount Vernon during the Settlement Class Period.
- U. “Settlement Class Counsel” means the law firm Emery Reddy, PLLC.
- V. “Settlement Class Data” means the information that Defendant shall provide to the Settlement Administrator as specified below in ¶ 3.B.
- W. “Settlement Class Notice” means the documents, substantially in the form attached to this Settlement Agreement as **Exhibit A** (mailed version) and **Exhibit B**

(published version), that will be provided to Settlement Class Members following preliminary approval of the Settlement Agreement.

- X. “Settlement Class Period” means the period of time from July 28, 2019 through March 18, 2022.
- Y. “Settlement Class Representative Award” means the proposed payment specified below in ¶ 7.B.
- Z. “Settlement Effective Date” means the date by which the Settlement Agreement is finally approved as provided in ¶ 3.F below and the Court’s Final Judgment becomes final. For purposes of this subparagraph, the Court’s Final Judgment “becomes final” upon the later of (i) 30 days after the Final Approval Order, if no appeal of that Order is filed, or (ii) the date the Court’s Final Approval Order becomes final and binding after final resolution of any appeals.

### *RECITALS*

WHEREAS, Plaintiff filed the Complaint in this Action, seeking the relief set forth in the Definitions section above; and

WHEREAS, Settlement Class Counsel has conducted a thorough investigation into the facts of the Complaint and the Settlement Class Members’ claims against Defendant; and

WHEREAS, the Parties have engaged in extensive settlement discussions, including a full day mediation on August 4, 2022 to discuss a possible resolution of this matter; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that have been alleged in the Action or that arise out of the circumstances alleged in the Complaint, including federal, state, and municipal equal pay claims, and all related discrimination and retaliation claims;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court’s approval, as follows:

### *TERMS OF SETTLEMENT AGREEMENT*

1. **Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. Based on their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that this settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interest of Plaintiff and the Settlement Class Members in light of all facts and circumstances, including the risk of significant delay and defenses asserted by Defendant. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has: violated any federal, state, or municipal law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,

regulations or legal requirements; breached any contract; or engaged in any other unlawful conduct with respect to any person or entity. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or the Released Parties of any such violation(s) or failure(s) to comply with any applicable law, who expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the Action or any other action for adversarial, rather than settlement purposes.

2. **Consideration and Release of Claims.** In consideration for Defendant's payment of the Gross Settlement Amount as set forth in this Settlement Agreement, upon the Final Approval Date (and except as to such rights or claims as may be created by this Settlement Agreement) the Named Plaintiff and all Participating Settlement Class Members, shall fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action arising out of the facts or circumstances alleged in the Action during the Settlement Class Period and through the Final Approval Date, including federal, state, and municipal equal pay claims, and all related discrimination and retaliation claims. The Parties agree that the terms set forth in this Settlement Agreement, once approved by the Court, will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by all Participating Settlement Class Members, including participation to any extent in any pending or future class, collective, or representative action, to obtain a recovery based on the claims released in this paragraph.
3. **Court Approval Required.** This Settlement Agreement is contingent on approval by the Court. The Parties shall jointly recommend to the Court that it approve the terms of this Settlement Agreement. The Parties shall undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:
  - A. ***Preliminary Approval.*** The Parties will jointly move the Court for assignment of a single judge for the motion practice related to this Settlement Agreement under Local Rule 40(b)(5). Plaintiff shall file a motion for preliminary approval seeking the relief presented in **Exhibit C**, with a hearing date mutually agreed by the Parties. Plaintiff will provide a draft of the motion to Defendant at least 7 days in advance of filing for review and comment. Defendant will not oppose the motion, as long as it has been given the opportunity to review the draft as provided herein. The motion shall seek a Preliminary Approval Order that: (i) preliminarily approves the settlement; (ii) certifies the Settlement Class and appoints Plaintiff as Settlement Class Representative and Timothy W. Emery of Emery Reddy, PLLC as Settlement

Class Counsel for purposes of the settlement only; (iii) schedules a fairness hearing no earlier than 90 days after the Preliminary Approval Order on the question of whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members, and whether the application for Settlement Class Counsel's attorneys' fees and cost and the Settlement Class Representative Award should be approved; (iv) approves as to form and content the proposed Settlement Class Notice; and (v) directs the mailing and publication of the Settlement Class Notice for the Settlement Class Members.

- B. ***Settlement Class Data.*** Within 14 days of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator, in a format acceptable to the Settlement Administrator, to the extent the data is available to Defendant, each Settlement Class Member's name, last known address, telephone number, and email address. The Settlement Administrator shall update Settlement Class Data addresses using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator, and, to the extent this process yields an updated address, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Settlement Agreement and for any subsequent mailings required to effectuate the terms of this Settlement Agreement. The Settlement Administrator shall: (i) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") that it receives from Defendant; (ii) not disclose the PII to Settlement Class Counsel, Named Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent and keep PII confidential; (iii) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction.
- C. ***Settlement Class Notice.*** Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator shall send the Settlement Class Notice to each Settlement Class Member by first-class mail and provide such other forms of notice specified in the Preliminary Approval Order. The Settlement Administrator shall conduct a standard skip trace to locate missing Settlement Class Members and promptly re-mail the Settlement Class Notice to the correct or updated address. The Settlement Administrator will keep Settlement Class Counsel and Defendant's Counsel informed of any problems that arise in providing the Settlement Class Notice and/or locating missing Settlement Class Members.
- D. ***Publication of Settlement Class Notice.*** Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator shall publish the Settlement Class Notice in the Skagit Valley Herald and any other publications specified in the Preliminary Approval Order. The Settlement Administrator will create and maintain a website that includes the Settlement Class Notice during the period identified for Settlement Class Members to exclude themselves from the Settlement Class or object to the Settlement.

E. ***Settlement Class Members' Right to Exclude Themselves from the Settlement Class or Object to the Settlement.*** As described in the Settlement Class Notice, Settlement Class Members may exclude themselves from the Settlement Class or object to the Settlement Agreement, by submitting their written request for exclusion (opt out) or objection no later than 30 days after the date the Settlement Administrator mails and publishes the Settlement Class Notice.

1. ***Exclusion.*** Any Settlement Class Member other than the Named Plaintiff may elect to be excluded from the Settlement Agreement. To be effective, any such election must be made in writing; must contain the information specified in the Notice; and must be mailed to the Settlement Administrator and postmarked on or before the deadline set forth in the Settlement Class Notice. The date of the postmark on the mailing envelope shall be the exclusive means to determine whether a request for exclusion is timely. Any Settlement Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Participating Settlement Class Member, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement payment, and shall not be bound by this Settlement Agreement or the Final Judgment.
2. ***Objection.*** Any Settlement Class Member other than the Named Plaintiff may object to this Settlement Agreement, provided that such objections are made in writing filed with the Court and served on counsel for the Parties no later than the deadline set forth in the Settlement Class Notice. Such objection shall include the information specified in the Settlement Class Notice. No Settlement Class Member may be heard at the Final Approval Hearing who has not complied with this requirement, and any Settlement Class Member who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the Settlement Agreement. Any Settlement Class Member who intends to appear at the Final Approval Hearing shall so announce in the Settlement Class Member's written objection.
3. ***Effect of Taking No Action.*** Except for those Settlement Class Members who exclude themselves in compliance with the foregoing, all Settlement Class Members will be deemed to be members of the class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Settlement Class Member presents a timely objection to this Settlement Agreement pursuant to the procedures set out above, the Settlement Class Members and the Named Plaintiff waive their right to seek any form of

appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.

4. ***Obligations of Parties and Counsel.*** Neither the Named Plaintiff, Settlement Class Counsel, Defendant, Defendant's Counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves as a Settlement Class Member, or object to the Settlement Agreement or appeal from any order of the Court that is consistent with the terms of this Settlement Agreement, or discourage participation in the settlement. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections, exclusions, and/or challenges to the Settlement Agreement, or any part thereof.
  5. ***Obligations of Settlement Administrator.*** The Settlement Administrator will provide a declaration of due diligence, proof of mailing and publication of the Settlement Class Notice, and records of any exclusions or objections to Settlement Class Counsel and Defendant's Counsel within 14 days after the deadline for exclusion/objection.
- F. ***Final Approval.*** On the date established in the Preliminary Approval Order, but no later than 14 days before Final Approval Hearing Date, Settlement Class Counsel shall file a motion for final approval of the Settlement Agreement seeking the relief presented in **Exhibit D** hereto, an order awarding a Settlement Class Representative Award to Plaintiff, and an order awarding fees and costs to Settlement Class Counsel. Defendant shall not oppose these motions, provided that it has been given the opportunity to review the draft as provided herein; Plaintiff seeks no more than twenty-five thousand dollars (\$25,000) as a Settlement Class Representative Award to Plaintiff; and no more than three hundred and ten thousand dollars (\$310,000) as payment to Settlement Class Counsel for attorneys' fees and costs (with costs not to exceed the actual out-of-pocket costs and expenses of litigation). Plaintiff will provide a draft of the motion to Defendant at least 7 days in advance of filing for review and comment. The motion shall seek a Final Approval Order that: (i) finally approves the Settlement Agreement as fair, adequate, and reasonable, and directs consummation of its terms and provisions; (ii) approves the Settlement Class Representative Award to Plaintiff; (iii) approves Settlement Class Counsel's application for an award of attorneys' fees and costs; and (iv) dismisses this Action on the merits and with prejudice and permanently bars all Participating Settlement Class Members from prosecuting against the Released Parties any individual or class claims that are released by this Settlement Agreement.
4. **City Council Approval Required.** This Settlement Agreement is contingent on approval by Defendant's City Council.

5. **Termination of Settlement Agreement.**

- A. ***Non-Approval by Court.*** Failure of the Court to grant preliminary or final approval of the Settlement Agreement (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the Settlement Agreement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this Settlement Agreement as provided in this paragraph by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.
- B. ***Defendant's Option.*** Defendant has the option to void the settlement if the number of Settlement Class Members choosing to opt out of the Settlement Agreement exceeds 10% of the total number of Settlement Class Members. If Defendant chooses to exercise this option, it must give notice, in writing, to Settlement Class Counsel within 14 days of receiving the Settlement Administrator's declaration.
- C. ***Attorneys' Fees and Settlement Class Representative Award.*** The Court's determination regarding whether and in what amounts to award attorneys' fees and costs to Settlement Class Counsel, and a Settlement Class Representative Award to Plaintiff, shall not be grounds for terminating the Settlement Agreement or otherwise affect the enforceability of the Settlement Agreement.
- D. ***Effect of Termination.*** In the event that this Settlement Agreement is not approved by the Court, fails to become effective for any reason, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction over the Action, this Settlement Agreement and the individual Settlement Agreement and Release dated October 18, 2022 (collectively, the "Settlement Agreements") shall become null and void *ab initio* and shall have no force or effect; all negotiations, statements, and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreements; and neither these Settlement Agreements nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in the Action or any other action for any purpose.

6. **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties further agree to cooperate fully and use their best efforts to obtain the Court's preliminary and final approval of this Settlement Agreement and all the terms herein.

7. **Settlement Payments.** Within 14 days after the Settlement Effective Date, Defendant shall deposit the Gross Settlement Amount into a Qualified Settlement Fund established by



the Settlement Administrator. The Settlement Administrator shall distribute these funds only as directed by Settlement Class Counsel and Defendant's Counsel and as allowed under the Court's Final Approval Order and Final Judgment. Subject to Court approval, the Gross Settlement Amount shall be allocated as follows:

- A. ***Attorneys' Fees and Litigation Costs.*** The Settlement Administrator shall distribute to Settlement Class Counsel, within 30 days after the Settlement Effective Date, the amount awarded by the Court as compensation for attorneys' fees and costs in accordance with the Court's Final Approval Order and Final Judgment. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.
- B. ***Settlement Class Representative Award.*** The Settlement Administrator shall distribute to Plaintiff, within 30 days after the Settlement Effective Date, the amount awarded by the Court to Plaintiff as a Settlement Class Representative Award. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.
- C. ***Settlement Administration Expenses.*** At the direction of Settlement Class Counsel and Defendant's Counsel, the Settlement Administrator shall distribute to itself, within 30 days after the Settlement Effective Date, the amount approved by the Court as the reasonable expenses of settlement administration.
- D. ***Distribution of Net Settlement Class Fund as Individual Allocations.*** The Net Settlement Class Fund is the Gross Settlement Amount less the amount of attorneys' fees and costs, Settlement Class Representative Award, and Settlement Administrator expenses (i.e., ¶ 7.A-7.C above) actually awarded by the Court. The Settlement Administrator shall distribute, within 30 days after the Settlement Effective Date, an equal share of the Net Settlement Class Fund to each Participating Settlement Class Member. The Individual Settlement Allocations shall be treated for tax purposes as described in ¶ 7.E below.
- E. ***Tax Treatment and Reporting.*** For tax and withholding purposes, Individual Settlement Allocations shall be treated as non-wage payments and the Settlement Administrator shall issue appropriate IRS Forms 1099. Because Plaintiff's claims are directed to Settlement Class Members' status as applicants and not as employees, and because the vast majority of Settlement Class Members were never employed by Defendant, the Settlement Administrator will not withhold payroll taxes. Defendant shall have no responsibility or liability for any federal or state taxes owed in connection with any of the settlement payments made in connection with this Settlement Agreement.
- F. ***Conditions Precedent.*** The timelines in ¶ 7 are contingent on the following event: the Settlement Administrator must provide Defendant with payment instructions and a W-9 for the Qualified Settlement Fund within 14 days of the Final Approval

Order. If any of these events are delayed, it will delay Defendant's deposit and the Settlement Administrator's payments accordingly.


- G. ***Unclaimed Individual Allocations.*** Participating Settlement Class Members shall have 90 days after the date the Individual Settlement Allocation checks are mailed by the Settlement Administrator to cash their Individual Settlement Allocation checks (the "Settlement Check Cashing Deadline"). Any Individual Settlement Allocation check that is not cashed by the Settlement Check Cashing Deadline shall become void and subject to a stop payment order. Within 30 days after the Settlement Check Cashing Deadline, the Settlement Administrator shall tender the total combined amount of all uncashed Individual Settlement Allocation checks to the Legal Foundation of Washington (the "Beneficiary"). In such event, those Participating Settlement Class Members will be deemed to have waived irrevocably any right in or claim to an Individual Settlement Allocation, but the Settlement Agreement nevertheless will be binding upon them. Any costs associated with administering the residual (*e.g.*, bank stop pay charges) will be deducted from the Net Settlement Class Fund before donation to the Beneficiary.
8. **Enforcement Actions.** The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out. In the event that one or more of the Parties to this Settlement Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Settlement Agreement, the successful party or Parties shall be entitled to recover from the unsuccessful party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection therewith.
9. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties facilitated by an experienced mediator and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement Agreement.
10. **Modification.** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and, if changed after the Preliminary Approval Order, approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.
11. **Entire Agreement.** This Settlement Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the Parties are superseded and merged into this Settlement Agreement.

12. **No Reliance.** The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this Settlement Agreement.
13. **Assignments.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.
14. **Signatories.** It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Settlement Class Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.
15. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Settlement Agreement. An electronic signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.
16. **Dispute Resolution.** In the event of a dispute between the Parties concerning the documentation, execution, implementation, interpretation, or administration of this Settlement Agreement, the Parties agree that such a dispute shall be submitted for arbitration to Teresa Wakeen whose decision shall be final, binding, and not subject to further review or appeal of any kind. The Parties shall equally share the costs of any such arbitration proceeding. The Parties shall bear their own attorneys' fees and costs incurred in such an arbitration proceeding, subject to the arbitrator's authority to award a reasonable amount of attorneys' fees and costs if the arbitrator determines that a party's position is frivolous.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:


Individually & On Behalf Of the Settlement Class Members,

Dated: Dec 16 2022

By:   
Shannon Spencer, Plaintiff

Settlement Class Counsel,

Dated: 12/16/2022

By:   
Timothy W. Emery  
Emery Reddy, PLLC

City of Mount Vernon,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its authorized agent, Defendant

Defendant's Counsel,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Breanne Martell  
Littler Mendelson, P.C.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Individually & On Behalf Of the Settlement Class Members,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Shannon Spencer, Plaintiff

Settlement Class Counsel,

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Timothy W. Emery  
Emery Reddy, PLLC

City of Mount Vernon,

Dated: 12/21/2022

By:  \_\_\_\_\_  
Its authorized agent, Defendant

Defendant's Counsel,

Dated: 12/22/2022

By:  \_\_\_\_\_  
Breanne Martell  
Littler Mendelson, P.C.