



FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2023 AUG 14 PM 12:00

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR COUNTY OF SKAGIT

SHANNON SPENCER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CITY OF MOUNT VERNON, a Washington
municipal corporation; and DOES 1-10,

Defendants.

Case No. 22-2-00461-29

**FINAL ORDER AND JUDGMENT
APPROVING CLASS ACTION
SETTLEMENT**

The proposed settlement in this Action was preliminarily approved by this Court on April 17, 2023. The Court, after notice to the Settlement Class, held a hearing on August 11, 2023 for purposes of determining:

1. Whether the proposed settlement of the claims asserted by Plaintiff on behalf of the Settlement Class in the above-captioned lawsuit (the "Action"), on the terms set forth in the Class Settlement Agreement ("Settlement Agreement"), the exhibits thereto, and the Amendment to the Settlement Agreement ("Amendment"), are fair, reasonable, and adequate and should be finally approved by the Court;

2. Whether, pursuant to the terms of the proposed settlement, a judgment should be entered dismissing with prejudice the City of Mount Vernon and related Released Parties, from all Released Claims; and

1 3. If the settlement is approved, whether the attorneys' fees, costs, and expenses to
2 Settlement Class Counsel and Settlement Class Representative Award to Plaintiff Shannon
3 Spencer should be approved.

4 The Court, having heard all persons properly appearing and requesting to be heard; having
5 considered the papers submitted in support of the proposed settlement and the oral presentations
6 of counsel; having considered all applicable law; and having considered any objections made
7 properly to the proposed settlement; finds that the settlement should be approved and that there is
8 no just reason for delay of the entry of this Final Order and Judgment Approving Class Action
9 Settlement. This Final Order and Judgment adopts and incorporates the Settlement Agreement and
10 the Amendment, the terms defined therein, and all exhibits thereto.

11 IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion
12 for Final Approval of Class Settlement is GRANTED as follows:

13 1. The Court finds that it has personal jurisdiction over all members of the Settlement
14 Class and that it has subject matter jurisdiction over all claims being settled and to approve the
15 Settlement Agreement, the Amendment, and all exhibits thereto.

16 2. The Court gives Final Approval to the settlement as fair, reasonable, and adequate
17 as to each of the Parties, and consistent and in compliance with all requirements of Washington
18 and federal law, as to, and in the best interest of, each of the Parties and the members of the
19 Settlement Class, and directs the Parties and their counsel to implement and consummate the
20 Settlement Agreement and the Amendment in accordance with its terms and provisions. The relief
21 with respect to the Settlement Class is appropriate, as to the individual members of the Settlement
22 Class and as a whole.

23 3. The Court finds that the notice program implemented pursuant to the Settlement
24 Agreement (i) constituted the best practicable notice; (ii) was reasonably calculated, under the
25 circumstances, to apprise Settlement Class members of the pendency of the Action, their right to
26 object or exclude themselves from the proposed settlement, and to appear at the Final Approval

1 Hearing, and their right to seek monetary and other relief; (iii) was reasonable and constituted due,
2 adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
3 requirements of due process and any other applicable requirements under Washington and federal
4 law.

5 4. The Court directs the Parties to mail notice and an Opt Out Form to the 125
6 individuals subject to the Amendment (the "Additional Settlement Class members") along with
7 their settlement checks.

8 5. The Settlement Agreement is binding on all Settlement Class members, with the
9 exception of any of the Additional Settlement Class members who: (1) submit a valid Opt Out
10 Form to the Settlement Administrator within 30 days of the date notice and the Opt Out Form are
11 mailed to them, and (2) do not cash the settlement check mailed to them. Any Additional
12 Settlement Class members who cash their checks are deemed to have waived their right to request
13 exclusion from the settlement.

14 6. The Settlement Class is defined as: All individuals who applied for one or more
15 jobs with the City of Mount Vernon from July 28, 2019 through March 18, 2022.

16 7. The Court finds that Plaintiff and Settlement Class Counsel adequately represented
17 the Settlement Class for the purpose of entering into and implementing the settlement.

18 8. The Court has considered all objections filed to the settlement, if any, as well as
19 arguments of objectors' counsel appearing at the Final Approval Hearing, if any. With respect
20 thereto, the Court finds the objections ill-founded and the same are hereby denied.

21 9. The Court adjudges that Plaintiff and the Settlement Class have fully, finally, and
22 conclusively compromised, settled, discharged, dismissed, and released any and all Released
23 Claims against Defendant and the Released Parties, as further provided in Paragraph 2 of the
24 Settlement Agreement. All Settlement Class Members, *other than the individuals who may request*
25 *exclusion in accordance with the procedure in Paragraph 5 above*, are conclusively deemed to
26 have released all settled claims as described in the Settlement Agreement, which provides: "[T]he

1 Named Plaintiff and all Participating Settlement Class Members, shall fully, finally, and forever
2 release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any
3 and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses,
4 attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of
5 whatever kind or nature, whether known or unknown, that were alleged in the Action or could
6 have been alleged in the Action arising out of the facts or circumstances alleged in the Action
7 during the Settlement Class Period and through the Final Approval Date, including federal, state,
8 and municipal equal pay claims, and all related discrimination and retaliation claims.”

9 10. The Court bars and enjoins all members of the Settlement Class who have not been
10 excluded from the Settlement Class from: (i) filing, commencing, prosecuting, intervening in, or
11 participating as plaintiff, claimant, or class member in any other lawsuit or administrative,
12 regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out
13 of the claims or causes of action released as defined in the Settlement Agreement; (ii) filing,
14 commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other
15 proceeding as a class action on behalf of any members of the Settlement Class who have not timely
16 excluded themselves (including by seeking to amend a pending complaint to include class
17 allegations or seeking class certification in a pending action), based on, relating to, or arising out
18 of the claims or causes of action released as defined in the Settlement Agreement; and/or (iii)
19 attempting to effect an opt-out of a class of individuals in any lawsuit or administrative, regulatory,
20 arbitration, or other proceeding based on, relating to, or arising out of the claims or causes of action
21 released as defined in the Settlement Agreement.

22 11. Neither this Final Order and Judgment nor any aspect of this settlement is to be
23 offered as evidence of, or construed or deemed as an admission of, liability, culpability,
24 negligence, or wrongdoing on the part of Defendant or the Released Parties. Without limiting the
25 generality of the foregoing, nothing about this Final Order and Judgment or the settlement shall be
26 offered or construed as an admission or evidence of the propriety or feasibility of certifying a class

1 in this lawsuit or any other action for adversarial, rather than settlement, purposes.

2 12. The Court approves the payment of attorneys' fees, costs, and expenses in the
3 amount of \$310,000. The attorneys' fees, costs, and expenses shall be paid in accordance with the
4 terms of the Settlement Agreement, and, upon payment as ordered by the Court, Defendant shall
5 be discharged from any further duty to pay attorneys' fees, costs, expenses, or any other amount
6 not required by the Settlement Agreement.

7 13. The Court approves payment to the Settlement Class Representative, Shannon
8 Spencer, in the amount of \$25,000, in addition to his proportional share of the qualified settlement
9 fund created by the settlement and to be paid out of the qualified settlement fund created by the
10 settlement, in recognition of his services on behalf of the Settlement Class in this Action.

11 14. The Court approves payment to the Settlement Administrator, JND Legal Services,
12 for reasonable settlement administration costs in an amount not to exceed \$50,000, with an
13 additional amount not to exceed \$3,000 for administering the Amendment.

14 15. The Parties are hereby authorized, without further approval from the Court, to agree
15 to and adopt such amendments, modifications, and expansions of the Settlement Agreement and
16 all exhibits thereto as (i) are consistent in all material respects with this Final Order and Judgment,
17 and (ii) do not limit the rights of the Settlement Class members.

18 16. Without affecting the finality of the Final Order and Judgment for purposes of
19 appeal, the Court reserves jurisdiction over the Parties as to all matters relating to the
20 administration, consummation, enforcement, and interpretation of the terms of the Settlement
21 Agreement, the Amendment, and the Final Order and Judgment, and for any other necessary
22 purposes.

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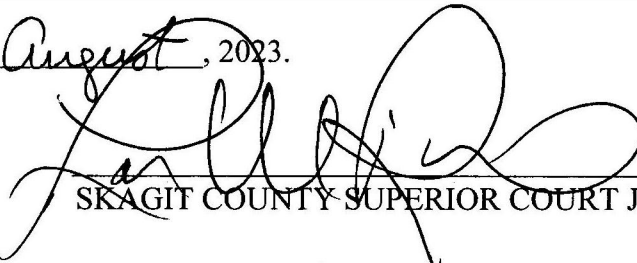
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4 17. This Action, including all individual, collective, and class claims presented thereby,
5 is hereby DISMISSED on the merits WITH PREJUDICE and without fees or costs except as
6 provided herein.

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8 DATED this 14th day of August, 2023.

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10 
11 SKAGIT COUNTY SUPERIOR COURT JUDGE

12 Presented by:
13 EMERY REDDY, PLLC

14 By: /s/ Timothy W. Emery
15 Timothy W. Emery, WSBA No. 34078
16 Patrick B. Reddy, WSBA No. 34092
17 Paul Cipriani, WSBA No. 59991
18 600 Stewart Street, Suite 1100
19 Seattle, Washington 98101
20 Phone: (206) 442-9106
21 Fax: (206) 441-9711
22 Email: emeryt@emeryreddy.com
23 Email: reddyp@emeryreddy.com
24 Email: paul@emeryreddy.com
25 *Attorneys for Plaintiff and the Class*
26