



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 24, 2003

Ordinance 14799

Proposed No. 2003-0486.1

Sponsors Phillips

1 AN ORDINANCE approving and adopting the class action
2 settlement agreement negotiated between King County and
3 the plaintiffs in *Roberts/Duncan v. King County*, and
4 directing the executive to implement the terms of the
5 agreement.

6
7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The class action settlement agreement negotiated between King
10 County and the plaintiffs in *Roberts/Duncan v. King County*, No. 97-2-07412-6 SEA and
11 No. 02-2-36091-2 SEA, attached to this ordinance and by this reference made a part of
12 this ordinance, is hereby approved and adopted in substantially the same form as
13 attached.

14 SECTION 2. Upon final approval of the class action settlement agreement by the

15 superior court of the state of Washington, the executive is directed to implement the
16 terms of the agreement.

17


Ordinance 14799 was introduced on 11/10/2003 and passed by the Metropolitan King
County Council on 11/24/2003, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. Pelz, Mr. McKenna, Mr. Hammond, Mr. Gossett, Ms. Hague,
Mr. Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 10 day of December, 2003.



Ron Sims, County Executive

Attachments A. Superior Court of Washington for King County Class Action Settlement
Agreement

RECEIVED
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14799

Attachment A

2003-486

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

ARLENE ROBERTS and ABU SANUSI,
on behalf of themselves and a class of
similarly situated persons,

NO. 97-2-07412-6 SEA

Plaintiffs,

v.

KING COUNTY,

Defendant.

AMY DUNCAN, DONNA JONES, and
YINKA OTUSANYA, on behalf of
themselves and a class of similarly situated
persons,

NO. 02-2-36091-2 SEA

CLASS ACTION

Plaintiffs,

v.

KING COUNTY,

Defendant.

SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT

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TABLE OF CONTENTS

	<i>Page</i>
1	
2	
3	I. INTRODUCTION 1
4	II. GENERAL DEFINITIONS 4
5	III. TENTATIVE CLASS CERTIFICATION..... 4
6	Class Definitions..... 4
7	IV. GENERAL MATTERS 5
8	Entire Agreement..... 5
9	Compromise of Disputed Claims..... 6
10	Claims Subject to this Settlement Agreement 6
11	Release of Claims Subject to the Settlement Agreement 7
12	Timeliness..... 8
13	Taxability of Payments 8
14	Liens..... 8
15	Effective Date of Settlement Agreement..... 8
16	V. CASH SETTLEMENT 9
17	VI. DISTRIBUTION OF COMPENSATION TO THE <i>ROBERTS</i> SUBCLASS..... 9
18	<i>Roberts</i> Class Distribution Fund..... 9
19	Definitions 9
20	<i>Roberts</i> Distribution Formula 12
21	Awards to Representative <i>Roberts</i> Plaintiffs 14
22	VII. DISTRIBUTION OF COMPENSATION TO THE <i>DUNCAN</i> SUBCLASS 15
23	<i>Duncan</i> Class Distribution Fund 15
24	Definitions 15
25	<i>Duncan</i> Distribution Formula..... 20

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Awards to Representative *Duncan* Plaintiffs..... 23

VIII. FUTURE RELIEF 24

IX. SETTLEMENT ADMINISTRATION..... 24

 Objections to Settlement..... 25

 Notice of Settlement 26

 Responsibility for Notice and Settlement Administration..... 26

 Information to be Utilized for Processing Payments..... 27

 Claim Forms 27

X. ATTORNEY FEES AND COSTS 27

XI. MISCELLANEOUS 29

XII. COURT'S AUTHORITY AND ENFORCEMENT..... 29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
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I. INTRODUCTION

1. This Agreement is made to fully and finally resolve and settle *Roberts v. King County*, No. 97-2-07412-6 SEA ("*Roberts*"), and *Duncan v. King County*, No. 02-2-36091-2 SEA ("*Duncan*"). It is subject to approval by the Metropolitan King County Council and the King County Superior Court.

2. The *Roberts* case was filed on March 21, 1997 by Arlene Roberts and Abu Sanusi. The *Roberts* complaint asserted that King County violated the "equal pay for equal work" provision in the King County Code (K.C.C.) Section 3.12.170, as amended by Ordinance 11032 (1993), by paying Nonrepresented County employees working 40 hours per week a lower hourly rate than other Nonrepresented employees in the same job classification who work 35 hours per week. The *Roberts* plaintiffs, who work 40 hours per week, asserted that Nonrepresented employees in the same job classification should have the same *hourly* pay rate as Nonrepresented employees who work 35 hours per week, and that the approximate 14.29% difference in hourly pay violated K.C.C. 3.12.170.A.1. The plaintiffs moved to certify a class in *Roberts*, and the County responded by moving for dismissal. The County argued that this King County Code provision was only a statement of policy, it imposed no duty and, even if there were a duty, the County's choice of pay rates was within its discretion. The King County Superior Court dismissed the *Roberts* action on November 18, 1999, having ruled that the "equal pay for equal work" provision was a mere statement of policy which did not create a mandatory duty enforceable in Court.

3. The *Roberts* plaintiffs appealed. The Washington Court of Appeals reversed the order of dismissal, holding that K.C.C. 3.12.170 established a duty to King County "to provide equal pay for equal work in some rational fashion." *Roberts v. King County*, 107

1 Wn.App. 806, 816, 27 P.3d 1267 (2001). The Court ruled that this “duty is mandatory.” *Id.*
2 The County petitioned for review, but the Washington Supreme Court denied review. 149
3 Wn.2d 1024 (2002).

4 4. The *Roberts* lawsuit relies in part on K.C.C. 3.12.170. The ordinances
5 amending K.C.C. 3.12.170, Sections A and B, as well as a series of motions and ordinances,
6 established a plan and process for studying compensation and dealing with County pay
7 differences related to the merger of the Municipality of Metropolitan Seattle into King
8 County. The compensation study (“Class Comp Study”) was not completed for
9 Nonrepresented employees, when, in September, 2002, the County announced that it would
10 not provide increases retroactively to certain Nonrepresented employees whose pay was
11 increased through the study. Plaintiffs in *Duncan* then served the complaint on October 10,
12 2002, seeking “class comp” pay back to January 1, 1998, asserting that the study should have
13 been completed by then and that some Nonrepresented employees had received back pay to
14 that time. The County asserted that pursuant to section 6.17 of the King County Personnel
15 Guidelines, the County Executive and the King County Council had the discretion not to pay
16 retroactive pay to the *Duncan* plaintiffs. The *Duncan* plaintiffs asserted, among other things,
17 that the Class Comp Study was erroneously delayed and that the County Code, particularly
18 K.C.C. 3.12.170, was violated by the combination of this delay and the denial of back pay. In
19 October of 2002, King County informed the *Duncan* plaintiffs’ counsel that all
20 Nonrepresented employees would be placed in their new classification and receive their new
21 compensation effective January 1, 2003. The *Duncan* plaintiffs further asserted that some
22 County Nonrepresented employees had already received pay increases equivalent to or as a
23 substitute for “class comp” pay increases, that a fraction of those employees also received
24
25

1 back pay, and that granting back pay to some Nonrepresented employees and the denial of
2 such pay increases and back pay to other Nonrepresented employees violates K.C.C.
3 3.12.170, violates equal protection, and was arbitrary and capricious. King County asserted
4 that K.C.C. 3.12.170 did not address pay disparities between Represented and Nonrepresented
5 employees.

6 5. The County has provided, in response to plaintiffs' discovery requests, very
7 extensive information concerning the facts in both *Roberts* and *Duncan*, including payroll
8 data on possible class members, personnel file information, and information on personnel
9 practices. The information provided includes thousands of pages of documents and many
10 spreadsheets and database files. Both parties have carefully reviewed these files and
11 documents. The parties thus come to this agreement with an adequate understanding of the
12 relevant facts.

14 II. GENERAL DEFINITIONS

15 6. **"King County employee"** as used in this Settlement Agreement means an
16 employee who worked in the Executive Branch.

17 7. **"Employees in the Executive Branch"** means all King County employees in
18 the Executive Branch. "Employees in the Executive Branch" does not include elected
19 officials, employees of the Metropolitan King County Council, the King County Superior
20 Court, the King County District Courts, and the King County Prosecuting Attorney's Office.

21 8. **"Hourly Rate of Pay"** means an employee's payroll-reported hourly rate.

22 9. **"Nonrepresented"** means the employee is not represented by a labor union or
23 collective bargaining agent.

24 10. **"Represented"** means the King County employee is represented by a labor
25

1 union or a collective bargaining agent.

2 **III. TENTATIVE CLASS CERTIFICATION**

3 **Class Definitions**

4 **11.** The parties will propose to the Court procedures that will aid in making this
5 settlement effective. The parties will move for purposes of this settlement only for
6 consolidation of both these cases into *Roberts* and certification, under Civil Rule 23(b)(1) and
7 (b)(2), of a tentative settlement class consisting of two subclasses of Nonrepresented County
8 employees, one for the claims in *Roberts* and one for the claims in *Duncan*. (Some County
9 employees may be in both subclasses.) Class membership alone does not necessarily make
10 monetary relief available. Class members are entitled to relief only as specifically stated in
11 this Agreement. The two subclasses are as follows:

13 *Roberts* subclass: Nonrepresented King County employees employed at any time up
14 to November 30, 2003, who worked more than 35 hours per week and were paid an hourly
15 rate less than the hourly rate of 35-hour week Nonrepresented King County employees in the
16 same job classification at the same range and step.

17 *Duncan* subclass:

18 A. All Nonrepresented King County employees except those employees described
19 in paragraph B below, who worked in positions that were part of or subject to the Class Comp
20 Study and:

22 (1) Did not receive a new classification or were not reclassified effective
23 January 1, 2003 because (a) the employee terminated employment prior to January 1, 2003; or
24 (b) the employee became represented by a labor union and has not been reclassified as of the
25 date the Court approves this Agreement (but only for the period the employee was

1 Nonrepresented), or

2 (2) As a result of the Class Comp Study received a new classification but
3 did not receive a pay rate associated with the new classification because the employee
4 terminated employment prior to January 1, 2003, or

5 (3) As a result of the Class Comp Study received a new classification and
6 pay rate associated with the new classification effective January 1, 2003 or

7 (4) As a result of Class Comp Study retained the same classification and
8 pay rate; *i.e.*, their position was reviewed as part of Class Comp, but the study determined
9 there should be no change in classification or pay, or

10 (5) As a result of the Class Comp Study the classification was reviewed,
11 but received no retroactive pay back to January 1, 1998.

12 B. The following Nonrepresented King County employees are not in the *Duncan*
13 subclass: Employees in positions reclassified as a result of Ordinance 14249 (career service
14 and civil service exempt and non-exempt secretarial and executive assistant positions) and
15 Ordinance 13849 (Nonrepresented administrative support services occupation positions).
16

17 12. If this settlement is not approved, the consolidation and class certification will
18 be vacated and the parties will proceed with the two lawsuits. In that event, the County
19 retains all rights to object to consolidation and/or class certification.
20

21 IV. GENERAL MATTERS

22 Entire Agreement

23 13. The Agreement constitutes the entire agreement between the parties. All terms
24 in the Agreement are contractual and there are no further terms outside the Agreement except
25 as referenced in the Agreement.

1 **Compromise of Disputed Claims**

2 14. This Settlement Agreement is a compromise and is the product of serious and
3 extended negotiations. King County's entry into this Settlement Agreement is a result of
4 compromise and does not constitute an admission of liability. The compromise embodied in
5 this Settlement Agreement is intended to fully and finally resolve the claims of the class
6 members in this case. The parties recognize that the settlement may not be approved by the
7 Superior Court or may not be funded by the Metropolitan King County Council and if it is not
8 approved, this Agreement shall have no force and effect and the cases will be litigated.
9

10 **Claims Subject to this Settlement Agreement**

11 15. This Settlement Agreement completely resolves and settles the Plaintiffs'
12 claims for all claims in *Roberts and Duncan*, including, but not limited to claims under RCW
13 49.52.050, all claims under RCW 49.52.070, RCW 49.48.030, and RCW 19.52.010, all claims
14 based upon promissory estoppel or alleged violations of the county's personnel practices and
15 guidelines, all claims by class members under King County Code §3.12.170 and all
16 amendments thereto, all claims by class members concerning disparate hourly pay rates
17 between employees working more than 35 hours per week and other employees in the same
18 job classifications with a higher pay rate based on a 35-hour week, based on K.C.C. §3.12.170
19 all claims by class members arising out of implementation of the Class Comp Study, whether
20 based on K.C.C. §3.12.170, K.C.C. 3.12.070, or other code provisions and Metropolitan King
21 County Council motions or council action cited in the *Roberts* or *Duncan* complaints, and all
22 claims based upon any other theories for the relief sought in *Roberts* or *Duncan*, including
23 equal protection and arbitrary and capricious action, and any other theories to support the
24 claims in *Roberts* or *Duncan*.
25

1 **Release of Claims Subject to the Settlement Agreement**

2 16. Contingent upon final approval of this settlement by the Court and payment of
3 the cash amounts described herein, Plaintiffs for themselves, their heirs, executors,
4 administrators and assigns, hereby completely release and forever discharge King County and
5 its officers, agents, attorneys, employees, agencies and departments, from any and all
6 demands, obligations, actions, causes of action, claims, rights, damages, costs (including
7 payment of attorney fees), expenses and compensation, that Plaintiffs asserted or could have
8 asserted in the *Roberts* or *Duncan* litigation to support the claims described in the preceding
9 paragraph or as articulated in their complaints.
10

11 17. Plaintiffs acknowledge and agree that the release and discharge set forth above
12 is a general release of the specific claims described above and in their complaints. The parties
13 have entered into this Agreement as a compromise of disputed claims, and as a means of
14 finally resolving all questions, issues, duties, obligations, and responsibilities between them
15 regarding those disputed claims. Plaintiffs further agree that acceptance of payment of the
16 sums and the other terms specified herein is a complete compromise of matters involving
17 disputed issues of law and fact. It is understood and agreed by the parties that this settlement
18 is a compromise and nothing contained herein, including the payments are to be construed or
19 interpreted as an admission of liability on the part of King County, by whom liability is
20 expressly denied, or an admission as to any issue in dispute or which could have been in
21 dispute between the Parties. The settlement amount is a compromised figure which considers
22 attorney fees and other factors. The disbursement formulas are prorated compromise amounts
23 of the total claims.
24
25

1 **Timeliness**

2 18. The Settlement Agreement includes certain commitments by the parties and
3 counsel to take actions. Any procedural failure or error, such as a failure to act in a timely
4 manner, does not preclude final approval and enforcement of the Settlement Agreement if the
5 error can be corrected or made harmless (e.g., a failure to give adequate notice to class
6 members).

7 **Taxability of Payments**

8 19. The payments to class members under the distribution formulas provided in
9 this settlement are W-2 wage payments, subject to federal income tax withholding and
10 deductions and contributions required for FICA, Medicare, and other deductions as required
11 by law. King County shall withhold the customary amount for federal income tax purposes
12 and shall make deductions and contributions for FICA, Medicare, and other deductions as
13 required by law. Each person receiving money pursuant to this Agreement shall be solely
14 liable for any income tax liability, if any exists.

15 **Liens**

16 20. As further consideration for this settlement, the County shall not be liable to
17 third parties or lien holders having any interest in the payments or proceeds, except to the
18 extent the County is required by law to make such payment (e.g., a valid and effective wage
19 assignment, child support lien, or garnishment). Any class member who receives a payment
20 that should have been made to such a third party or lien holder by the County shall reimburse
21 the County and hold the County harmless.

22 **Effective Date of Settlement Agreement**

23 21. Following signature of the parties' representative and approval by the
24
25

1 Metropolitan King County Council, this Settlement Agreement is effective on the date of an
2 order by the King County Superior Court approving the Settlement Agreement pursuant to
3 Civil Rule 23(e).

4 **V. CASH SETTLEMENT**

5 22. King County shall pay a total of \$18.5 million which, together with the other
6 relief provided in this Agreement, is in full and final settlement of this lawsuit. The
7 \$18.5 million shall be disbursed as provided in this Agreement.

8 **VI. DISTRIBUTION OF COMPENSATION**
9 **TO THE *ROBERTS* SUBCLASS**

10 **Roberts Class Distribution Fund**

11 23. The *Roberts Class Distribution Fund* ("*Roberts Fund*") shall be funded by
12 King County in the total amount of \$6.0 million. The *Roberts Fund* shall be distributed as
13 described in ¶¶28-34 and 56 below.

14 **Definitions**

15 For purposes of the *Roberts* distribution formula, the following definitions are used.

16 24. "**Currently Employed**" means the Eligible *Roberts Class Member* worked for
17 King County for at least one hour as of the first pay period in January 2003 or thereafter.
18 Currently Employed also includes Eligible *Roberts Class Members* in the year 2003 who were
19 on an approved leave of absence or approved disability leave.

20 25. "**Differential**" means the difference in hourly pay between an Eligible *Roberts*
21 *Class Member* and a Nonrepresented King County employee in the same job classification
22 with an Hourly Rate of Pay based on a 35 hour work week. For example, there is a 14.29%
23 Differential for Eligible *Roberts Class Members* in a 40-hour work week compared to a 35-
24 hour work week, a 7.14% Differential for a 37.5-hour work week, etc.
25

1 26. “**Eligible Roberts Class Members**” are King County employees who meet the
2 following criteria:

- 3 (a) Worked greater than nine months in the Executive Branch¹;
- 4 (b) Received benefits pursuant to KCC 3.12.040;
- 5 (c) King County employees who did not have a position number in the
6 9000 or 99000 series.
- 7 (d) Worked during an Eligible Roberts Period;
- 8 (e) Is (were) Nonrepresented; eligibility ceases for the period a previously
9 Nonrepresented class member becomes Represented, the date(s) of representation to be
10 determined by the earlier of the date indicated in the payroll system or in other documents;
- 11 (f) Worked greater than a 35-hour work week, but received a lower Hourly
12 Rate of Pay than a Nonrepresented employee in the same job classification who worked a 35-
13 hour work week;
- 14 (g) Received less than the following Hourly Rate of Pay²:

15

16 2003: \$44.37 per hour

17 2002: \$43.50 per hour

18 2001: \$42.51 per hour

19 2000: \$41.23 per hour

20 1999: \$40.21 per hour

21 1998: \$39.42 per hour

 1997: \$38.65 per hour

 1996: \$37.63 per hour

 1995: \$36.81 per hour

22 ¹ Roberts and Duncan class members who worked nine months or less are excluded
23 from monetary compensation to exclude those who were arguably affected only for a short
period.

24 ² King County employees who receive the higher hourly rates in subparagraph (g) in
25 general have the ability to individually negotiate their pay and are thus excluded from
compensation in this settlement.

1 1994: \$35.84 per hour

2 The class member is eligible for all time periods when the class member's Hourly Rate of Pay
3 is less than the pay rates stated above for the years specified above.

4 (h) Submits a claim form as required. See ¶72, *infra*.

5 (i) A list of Eligible *Roberts* Class Members who meet the above
6 eligibility criteria is at Exhibit A to this Agreement, which is incorporated by reference.

7 (j) Employees who are not listed on Exhibit A who believe they may be
8 *Roberts* class members entitled to a monetary award may submit an appeal to an individual
9 designated by King County. The employee must establish the employee's eligibility,
10 including, but not limited to identification of at least two Nonrepresented employees in the
11 same 35 hour classification. King County may require the employee to provide other
12 information. Notice of the appeal procedure will be provided as required by the Court.

14 27. "Eligible *Roberts* Period" means the period that begins the later of March 21,
15 1994, or the Eligible *Roberts* Class Member's date of hire and ends the earlier of:

16 (a) The Eligible *Roberts* Class Member's last day of employment;

17 (b) The date an Eligible *Roberts* Class Member began receiving the Hourly
18 Rate of Pay at the 35-hour per week rate (for example, if the Eligible *Roberts* Class Member
19 changed jobs);

20 (c) The date(s) the Eligible *Roberts* Class Member became Represented as
21 shown in the payroll system or other documentation, whichever is earlier; or

22 (d) December 31, 2003 for Currently Employed Eligible *Roberts* Class
23 Members.

24 (e) The date the Eligible *Roberts* class member no longer had two
25

1 Nonrepresented comparators with a 35 hour rate of pay in the same job classification.

2 (f) The term "2002 Eligible *Roberts* Period" or "2002 Eligible *Roberts*
3 Class Members" includes Eligible *Roberts* Class Members who terminated King County
4 employment in 2002 or otherwise became ineligible in 2002. "2001 Eligible *Roberts* Period"
5 or "2001 Eligible *Roberts* Class Members" includes Eligible *Roberts* Class Members who
6 terminated King County employment in 2001 or otherwise became ineligible in 2001. The
7 same terminology is used for earlier years — "2000 Eligible *Roberts* Period," "1999 Eligible
8 *Roberts* Period," "1998 Eligible *Roberts* Period," etc.

9
10 **Roberts Distribution Formula**

11 28. The Representative *Roberts* Plaintiffs' incentive awards and their class award
12 (see. ¶¶35-37) shall be deducted from the \$6.0 million *Roberts* Fund. The balance remaining
13 shall be distributed to Eligible *Roberts* Class Members as follows:

14 29. Currently Employed Eligible *Roberts* Class Members shall receive a monetary
15 award as follows:

16 (a) For the period up to and including December 31, 2002, the monetary
17 award shall be calculated by multiplying their Hourly Rate of Pay in each pay period during
18 their Eligible *Roberts* Period times the applicable Differential and totaling the monetary
19 award for each pay period. For example, if an Eligible *Roberts* Class Member received a
20 \$25.00 Hourly Rate of Pay for two full years in 2001 and 2002 and worked in a 40-hour per
21 week work unit, the Eligible *Roberts* Class Member would receive approximately \$14,862
22 (\$25.00 x 4,160 hours x 14.29%).

23
24 (b) For the period January 1, 2003 up to and including December 31, 2003,
25 the monetary award shall be calculated by first determining the percentage increase (if any)

1 between the *Roberts* class member's Hourly Rate of Pay as a result of the adjusted/corrected
2 pay step (see ¶61) and the pay rate determined in Class Comp (not including King County
3 COLA and merit increases). That percentage shall be multiplied times the *Roberts* class
4 member's gross pay received in 2003 through December 31, 2003.

5 For example, assume the class member's pay step is corrected
6 to step 5 and the pay rate at step 5 is \$22.70. The class member's step as a
7 result of Class Comp is step 3 and the pay rate is \$21.60. The difference in pay
8 is \$1.10, a 5.1% increase. The class member's pay through December 31,
9 2003 is \$47,216. The monetary award for this period would be \$2,408 (.051 x
10 \$47,216).

11
12 30. The monetary awards for all Currently Employed *Roberts* Class Members shall
13 be totaled and then deducted from the *Roberts* Class Distribution Fund balance. The balance
14 then remaining shall then be distributed as follows:

15 31. 2002 Eligible *Roberts* Class Members shall receive a monetary award
16 calculated by multiplying their pay in each pay period during their Eligible *Roberts* Period
17 times the applicable Differential and totaling the monetary award for each pay period.

18 32. If there is a balance remaining after deducting the aggregate of all monetary
19 awards for 2002 Eligible *Roberts* Class Members, then the balance shall be distributed to
20 2001 Eligible *Roberts* Class Members using the same formula as in ¶¶29(a) and 31 above. If
21 there is then a balance remaining, the balance shall be distributed to 2000 Eligible *Roberts*
22 Class Members using the same formula as in ¶¶29(a) and 31 above, and so on for each year
23 through the first pay period in April 1, 1994, until the *Roberts* Fund is depleted.

24
25 33. If a balance remains in the *Roberts* Fund after distribution to 1994 Eligible

1 *Roberts* Class Members, the balance shall be transferred to and included in the *Duncan* Class
2 Distribution Fund.

3 34. In the event the *Roberts* Fund balance is insufficient in a particular year to
4 compensate the Eligible *Roberts* Class Members for that particular year (e.g., 1999 Eligible
5 *Roberts* Class Members), the balance of the *Roberts* Fund shall be distributed *pro rata* to the
6 Eligible *Roberts* Class Members for that particular year, by the following formula. The
7 numerator shall be the remaining *Roberts* Fund balance and the denominator shall be the
8 aggregated total dollar value of all Eligible *Roberts* Class Members' monetary awards for that
9 particular year. The resulting fraction — the *pro rata* distribution fraction — will be
10 multiplied times each Eligible *Roberts* Class Member's share for that particular year. For
11 example, if in 1999 the *Roberts* Fund would be depleted and if a hypothetical 1999 Eligible
12 *Roberts* Class Member's share is \$14,862.00, but there are insufficient funds to pay that
13 amount, and the *pro rata* distribution fraction is 74%, the hypothetical class member would
14 receive \$10,998.00.³

15
16 **Awards to Representative *Roberts* Plaintiffs**

17 35. The Representative *Roberts* Plaintiffs are Arlene Roberts and Abu Sanusi.
18 Their participation as plaintiffs and prospective class representatives for over six years
19 includes, but is not limited to, submission of an administrative grievance concerning their pay,
20 commencement of this lawsuit, preparation of declarations, providing information concerning
21

22 ³ The parties recognize that the *Roberts* and *Duncan* Funds may be depleted and there
23 may be insufficient funds to pay *Roberts* and *Duncan* class members who worked in earlier
24 years. The settlement, however, is a result of compromise. Therefore, considering the
25 reasonableness of the settlement in its entirety, the parties agreed Currently Employed
Roberts/Duncan class members shall be compensated first and the other class members shall
be compensated in descending chronological order until the Funds are depleted.

1 their own and others' circumstances, attendance at meetings with counsel, and supporting the
2 settlement.

3 36. Each Representative *Roberts* Plaintiff shall be awarded \$20,000.00 as an
4 incentive award in the litigation, a total of \$40,000.00 for both of them.

5 37. The Representative *Roberts* Plaintiffs shall receive their monetary class award,
6 as calculated as in ¶29 above.

7 38. King County shall pay the Representative *Roberts* Plaintiffs the amounts due
8 under ¶¶36 and 37 by the later of (a) 35 days after the Court's final approval of the Agreement
9 or (b) January 5, 2004.

10
11 **VII. DISTRIBUTION OF COMPENSATION
12 TO THE *DUNCAN* SUBCLASS**

13 **Duncan Class Distribution Fund**

14 39. The *Duncan* Class Distribution Fund ("*Duncan*" Fund) shall be funded by
15 King County in the total amount of \$8.0 million. The *Duncan* Fund shall be distributed as
16 described below.

17 **Definitions**

18 40. For purposes of the *Duncan* distribution formula, the following definitions are
19 used:

20 41. "Class Comp" means the class member's job classification was subject to
21 review as a result of the classification/compensation study referenced in K.C.C. 3.12.170 and
22 pursuant to Motions and Ordinances of the Metropolitan King County Council (including but
23 not limited to Motion Nos. 9106, 9168, 9182 and 9990 and Ordinances 10262, 12013, 14516
24 and 14626). In 2003, Currently Employed *Duncan* class members includes *Duncan* class
25 members who (1) received or will receive a final job classification by September 1, 2003 or

1 later; (2) who have not received a new classification and compensation by September 1,
2 2003; or (3) who became represented by a labor union and who in 2003 or later will receive a
3 new classification and a pay rate for the new classification as a result of the Class Comp study
4 or as a result of a collective bargaining process. *Duncan* class members who left employment
5 prior to 2003 may have received notice of a new job classification, but did not receive a pay
6 rate for the classification. Some *Duncan* class members who left employment prior to 2003
7 did not receive notice of a new job classification or a new pay rate.
8

9 42. "Currently Employed" means the Eligible *Duncan* Class Member worked for
10 King County for at least one hour as of the first pay period in January 2003 or thereafter.
11 Currently Employed also includes Eligible *Duncan* Class Members in the year 2003 who were
12 on an approved leave of absence or approved disability leave.

13 43. "Eligible *Duncan* Class Members" are King County employees who meet the
14 following criteria:

- 15 (a) Worked greater than nine months in the Executive Branch⁴;
- 16 (b) Received benefits pursuant to KCC 3.12.040;
- 17 (c) Worked during an Eligible *Duncan* Period;
- 18 (d) Is (Were) Nonrepresented; eligibility ceases for the period a

19 Nonrepresented class member becomes Represented, the date(s) of representation to be
20 determined by the earlier of the date(s) indicated in the payroll system or by other
21 documentation.
22

- 23 (e) Received less than the following Hourly Rate of Pay⁵:

24 ⁴ See footnote 1, *supra*.

25 ⁵ See footnote 2, *supra*.

2002: \$43.50 per hour
2001: \$42.51 per hour
2000: \$41.23 per hour
1999: \$40.21 per hour

The class member is eligible for all time periods when the class member's pay rate is less than the pay rates stated above for the years stated above;

- (f) Submit a claim form as required; see ¶72;
- (g) If terminated, was employed by King County as of October 10, 1999 or thereafter⁶;
- (h) "Worked" as used in this paragraph also includes class members on an approved leave of absence or approved disability leave.

44. "Eligible *Duncan* Period" means the period that begins the later of January 1, 1998 or the Eligible *Duncan* Class Member's date of hire and ends the earlier of:

- (a) The *Duncan* Class Member's last day of employment, but a class member who terminated employment as of October 9, 1999 or earlier is ineligible for any monetary award;
- (b) The date the *Duncan* Class Member became Represented, the date(s) to be determined by the earlier of the date(s) indicated in the payroll system or by other documentation.
- (c) The date the *Duncan* Class Member worked in a position with an hourly rate of pay in ¶43(e) above or greater;

45. The term "2002 Eligible *Duncan* Period" or "2002 Eligible *Duncan* Class

⁶ The *Duncan* lawsuit was commenced by service on King County on October 10, 2002. Employees who terminated employment more than three years before the lawsuit began are arguably barred by the three-year statute of limitations from any recovery. See

(continued)

1 Members” includes Eligible *Duncan* Class Members who terminated King County
2 employment in 2002 or otherwise became ineligible in 2002. “2001 Eligible *Duncan* Period”
3 or “2001 Eligible *Duncan* Class Members” includes Eligible *Duncan* Class Members who
4 terminated King County employment in 2001 or otherwise became ineligible in 2001. The
5 same terminology is used for earlier years — “2000 Eligible *Duncan* Period,” “1999 Eligible
6 *Duncan* Period.”

7
8 46. “Increased Pay⁷” means a pay increase of 5% or greater in excess of the class
9 member’s base pay rate that occurred after January 1, 1998, but before the *Duncan* class
10 member was “Class Comped.” The term “Increased Pay” may include all such pay increases
11 whether called “special duty,” “backfill,” “lead,” “temporary assignment,” an “acting
12 position,” or a change in job classification or promotion without a competitive process, or for
13 TLTs, a formalized selection process. Increased Pay does not include regular step increases,
14 regular merit increases, overtime pay, and King County COLAs or periods documented acting
15 or temporary assignments (a) backfilling vacant budgeted positions; or (b) working on
16 projects of a County wide nature.⁸ Increased Pay may have been paid quarterly, with each
17

18 *Noah v. State*, 112 Wn.2d 841 (1989).

19 ⁷ By way of example, Increased Pay would be calculated as follows if the King
20 County COLA were 2%: In each calendar year 1997 forward, the total earnings by pay period
21 are divided by total hours reported to derive an hourly rate. The last derived hourly rate
22 reported in 1997 or in the last month of the year for the employee’s first year of employment
23 is then multiplied by 1.069. This amount is the maximum allowable rate. The maximum
allowable rate is increased each year by 4.5%, except the maximum adjustable rate for
employees at Step 10 is increased by 2% each year. The maximum allowable rate would be
recalculated if the employee has a change in job classification or promotion with a
competitive process.

24 ⁸ An example of a County-wide project is the Financial Systems Replacement Project
25 which, for a limited period of time, utilized benefited King County employees from different
departments and different fields.

pay period, retroactively, or in some other manner.

47. "Ineligible *Duncan* Periods. The following periods are ineligible for compensation in this settlement:

(a) Periods when the *Duncan* class member did not receive the benefits of regular King County employees pursuant to KCC 3.12.040.

(b) Pay periods when the *Duncan* class member received the same Hourly Rate of Pay or greater rate of pay than the Hourly Rate of Pay at ¶43(e).

(c) Pay periods when the *Duncan* class member received a new classification or pay rate pursuant to Council Motion or Ordinance.

(d) For all *Duncan* class members who received 5% or greater Increased Pay for over nine (9) continuous months during the period January 1, 1998 through December 31, 2002, all pay periods when the *Duncan* class member received 5% or greater Increased Pay.

(e) For *Duncan* class members who worked in 2002 who received 5% or greater Increased Pay as of April 1, 2002 or any time thereafter through December 31, 2002, all pay periods when the *Duncan* class member received 5% or greater Increased Pay.

(f) For *Duncan* class members whose 5% pay increase ceased as of December 31, 2002, all pay periods when the *Duncan* class member received 5% or greater Increased Pay.

(g) The date a *Duncan* class member became Represented and all periods thereafter when the class member was Represented.⁹

⁹ The *Duncan* lawsuit applies only to Nonrepresented King County employees. The bargaining agent for Represented employees bargains with King County for the pay received
(continued)

1 **Duncan Distribution Formula**

2 48. The Representative *Duncan* Plaintiffs' incentive awards and their class award
3 (see ¶¶58 and 49) shall be deducted from the \$8.0 million *Duncan* Fund. The balance
4 remaining in the *Duncan* Fund shall be distributed to Eligible *Duncan* class members as
5 follows:

6 49. Except as in ¶51 below, Currently Employed Eligible *Duncan* Class Members
7 who, as of September 1, 2003, received a new classification and compensation pursuant to
8 Ordinance 14516 and Ordinance 14626 shall receive a monetary award calculated by
9 multiplying the same percentage increase to their pay as a result of Class Comp, less the
10 additional 2.5% adjustment some class members received to their Hourly Rate of Pay,¹⁰ times
11 their pay for each Eligible *Duncan* Pay Period and totaling the amount due for all pay periods.
12 Provided, if Eligible *Duncan* Class Members received greater than 0% up to and including 2%
13 increase to their pay as a result of Class Comp (not including the adjustment; see footnote 10),
14 these Currently Employed Eligible *Duncan* Class Members shall receive 2% times their pay
15 for each Eligible *Duncan* Period. And provided further, if Currently Employed Eligible
16 *Duncan* Class Members receive 15% or greater increase to their pay as a result of Class Comp
17 (not including the adjustment; see footnote 10), these Eligible *Duncan* Class Members shall
18 receive 15% times their pay for each Eligible *Duncan* Period. A *Duncan* class member who
19 received 0% increase in pay as a result of Class Comp is not entitled to compensation in the
20 *Duncan* settlement.
21

22 _____
23 by Represented King County employees.

24 ¹⁰ "Adjustment" means: In 2003, some *Duncan* class members received a new pay
25 rate associated with their new classification and an additional 2.5% increase (an adjustment)
to their pay rate and/or a King County COLA or merit increase.

1 By way of example:

2 (1) Not including the 2.5% adjustment (see footnote 10), *Duncan* class
3 member X's pay changed from \$20 per hour to \$22 per hour as a result of Class Comp, a \$2
4 or 10% increase. Class Member X worked each year from January 1, 1998, and received
5 \$41,600 pay in 2002, \$39,520 in 2001, \$37,544 in 2000, \$35,667 in 1999, and \$33,883 in
6 1998. Class member X will receive 10% of the total pay, or \$18,821.

7 (2) *Duncan* class member Y's pay changed from \$20 per hour to \$20.25
8 per hour as a result of Class Comp, a 1.25% increase. Assume this class member received the
9 same pay as *Duncan* class member X. Because class member Y's pay rate changed by 1.25%,
10 *Duncan* class member Y will receive 2% times his/her pay, not 1.25%, or a total of \$3,764.

11 (3) *Duncan* class member Z's pay is the same as *Duncan* class member X's
12 pay, but *Duncan* class member Z received 5% or greater Increased Pay for all of 2001 and
13 2002. Therefore, these years are ineligible. Class member Z will receive 10% times his/her
14 pay for 1998 through 2000 (but not for 2001 and 2002), or \$10,709.

15 (4) The monetary award for Currently Employed *Duncan* class members
16 who have not received a new classification will be determined as indicated in ¶51 below.

17 50. The amount of the monetary awards due each Currently Employed Eligible
18 Class Members shall be totaled and then deducted from the balance of the *Duncan* Fund. The
19 balance then remaining shall be distributed as follows:
20

21 51. For the remaining Eligible *Duncan* Class Members including Currently
22 Employed Class Members who, as of the date of this Agreement, have not received a new
23 classification or compensation or final determination of their classification who as of
24 September 1, 2003, 2.41% of pay shall be used for the calculation of their monetary award.
25

1 2.41% is the average increase in pay Nonrepresented Employees received as a result of Class
2 Comp; provided, for individuals who became Represented Employees, the 2.41% of pay
3 applies only to the period they were Nonrepresented Eligible *Duncan* Class Members.

4 52. 2002 Eligible *Duncan* class members shall receive a monetary award
5 calculated by multiplying their pay in each Eligible *Duncan* Period times 2.41% and totaling
6 the pay for each pay period.

7 53. The 2002 aggregated total for all 2002 Eligible *Duncan* Class Members shall
8 be deducted from the remaining *Duncan* Fund balance.

9 54. If there is a balance remaining after deducting the aggregate of all monetary
10 awards for 2002 Eligible *Duncan* Class Members, then the balance shall be distributed to
11 2001 Eligible *Duncan* Class Members using the same formula as in ¶¶51 and 52 above. If
12 there is a balance remaining in the *Duncan* Fund after deducting the aggregate amount to
13 2001 Eligible *Duncan* Class Members, then the balance shall be distributed to 2000 Eligible
14 *Duncan* Class Members using the same formula as in ¶¶51 and 52 above, and so on for each
15 year through October 10, 1999, until the *Duncan* Fund is depleted.

16 55. In the event the *Duncan* fund balance is insufficient in a particular year to
17 compensate the Eligible *Duncan* Class Members for that particular year (e.g., 1999 Eligible
18 *Duncan* Class Members), the balance of the *Duncan* Fund shall be distributed *pro rata* to the
19 Eligible *Duncan* Class Members of that particular year, by the following formula. The
20 numerator shall be the *Duncan* Fund balance and the denominator shall be the aggregated
21 total dollar value of all Eligible *Duncan* Class Members' monetary awards for that particular
22 year. The resulting fraction — the *pro rata* distribution fraction — will be multiplied times
23 each Eligible *Duncan* Class Member's share for that particular year. For example, if in 1999
24
25

1 the *Duncan* Fund would be depleted and if a hypothetical 1999 Eligible *Duncan* Class
2 Member's share is \$800.00, but there are insufficient funds to pay that amount, and the *pro*
3 *rata* distribution fraction is 74%, the hypothetical class member would receive \$592.00.¹¹

4 56. If a balance remains in the *Duncan* Fund after the *Duncan* Fund has been
5 distributed to 1999 Eligible *Duncan* Class Members, the amount remaining shall be
6 distributed *pro rata* to the Representative *Roberts* plaintiffs and Eligible *Roberts* Class
7 Members who received a monetary award as calculated in ¶¶29-34 above. This distribution is
8 to compensate for other items of compensation *Roberts* class members did not receive, such
9 as step increases and COLAs. The formula for the proration shall be: The numerator shall be
10 the balance remaining of the *Duncan* Fund and the denominator shall be the aggregated total
11 dollar value of all monetary awards awarded to Eligible *Roberts* Class Members, including
12 the Representative *Roberts* Plaintiffs.

14 **Awards to Representative *Duncan* Plaintiffs**

15 57. The Representative *Duncan* Plaintiffs are Amy Duncan, Donna Jones, and
16 Yinka Otusanya. Their participation as plaintiffs and prospective class representatives
17 includes, but is not limited to, commencement of this lawsuit in October 2002, providing
18 information concerning their own and others' circumstances, assisting class counsel,
19 attendance at meetings, and supporting the settlement.

20 58. Each Representative *Duncan* Plaintiff shall be awarded \$2,500.00 as an
21 incentive award in the litigation, a total of \$7,500.00.

22 59. The Representative *Duncan* Plaintiffs shall receive their monetary class award
23 calculated as in ¶¶49.

24
25 ¹¹ See note 3, *supra*.

1 60. King County shall pay the Representative *Duncan* Plaintiffs the amounts due
2 under ¶¶58 and 59 by the later of (a) 35 days after the Court's final approval of the Agreement
3 or (b) January 5, 2004.

4 VIII. FUTURE RELIEF

5 61. Eligible *Roberts* Class Members who are employed by King County 60 days
6 after the Court's final approval of this Agreement and who were Class Comped in 2003 shall
7 have their step placement adjusted to reflect the differential in pay but in no event shall any
8 *Roberts* class member be placed above Step 10. The step placement adjustment is a one-time
9 only adjustment and shall occur effective January 1, 2004.

11 62. Eligible *Duncan* Class Members who are employed by King County 60 days
12 after the Court's final approval of this Agreement and who received greater than 0% increase
13 to their pay as a result of Class Comp and who are at Step 1, 2, 3 or 4 as a result of Class
14 Comp shall receive an additional step; thus a *Duncan* class member at Step 1 shall be placed
15 at Step 2 and shall then receive the Step 2 pay. The step placement adjustment is a one-time
16 only adjustment and shall occur no later than 90 days after the date of the Court's final
17 approval of the Agreement.

18 63. The County will adopt or amend ordinances implementing this Agreement and
19 which modify KCC 3.12.170 (equal pay) and KCC. 3.15 (pay plan and classification of
20 positions), which ordinances are incorporated into this Agreement by reference.

22 IX. SETTLEMENT ADMINISTRATION

23 64. The Parties agree, as soon as practicable after execution of this Settlement
24 Agreement, to jointly move the Court to:

- 25 (a) tentatively certify the consolidated cases as a class action under

1 CR 23(b)(1) and (b)(2);

2 (b) find preliminarily that this Settlement is a fair and reasonable
3 compromise of the Claims;

4 (c) order that notice of the Litigation and Settlement be provided to Class
5 Members;

6 (d) declare that the content of proposed notice and the mechanisms of
7 communicating such notice meet the requirements of due process and Civil Rule 23(e) with
8 respect to all Class Members;

9 (e) schedule a date, at least ten days prior to the settlement hearing, by
10 which any Class Member who objects to the terms of this Settlement Agreement may file
11 written objections to this Settlement Agreement with the Clerk of the Court, and serve such
12 objections on Class Counsel and Defendants; and

13 (f) schedule a settlement hearing date pursuant to Civil Rule 23(e) at
14 which any Class Member, who meets other requirements established by the Court, may
15 appear in order to object to the fairness, adequacy, or reasonableness of this Settlement
16 Agreement or to any order or findings of the Court.

17 **Objections to Settlement**

18 65. Unless the Court directs otherwise, all objections to the Settlement shall be
19 submitted in writing to the Court, Class Counsel, and Defendant in a manner and time
20 prescribed by the Court no less than 10 days in advance of the hearing on the settlement. Any
21 objections not so submitted shall be waived. Anyone wishing to appear at the settlement
22 hearing to object to the Settlement must so specify in his or her written objections.
23
24
25

1 **Notice of Settlement**

2 66. **Individual Notice.** Class Members who can be identified through reasonable
3 effort shall be given notice of the Settlement as proposed by the parties, subject to any
4 modifications ordered by the Court. The notice shall summarize the major terms of the
5 Settlement Agreement, state the time, date and place of the settlement hearing, and explain the
6 procedures and deadlines for submitting written comments or objections. The County shall
7 mail the notice, at the County's expense, to the last known address of each Class Member
8 whose identity and address is reasonably ascertainable from the County records, or cause the
9 notice to be delivered by internal mail or email.

10
11 67. **Other Notice.** In addition to mailing individual notices, the County shall, at
12 least once, publish a brief summary notice in a Sunday edition of the Seattle Times.

13 68. Prior to the settlement hearing, the County shall submit a certification to the
14 Court that it has complied with the notice requirements.

15 **Responsibility for Notice and Settlement Administration**

16 69. The County, at its expense, shall be responsible for administering the
17 settlement and notice to Class Members. The County shall keep Class Counsel timely
18 informed about the notice process and the settlement administration process. At Class
19 Counsel's request, the County shall, upon reasonable notice, provide Class Counsel with
20 information about the notice, settlement administration, claims, and payments. If Class
21 Counsel disagrees with the form of the notice, claim forms or other matters in the claim
22 process and the parties cannot resolve their differences, the matter shall be resolved by the
23 Court.

24
25 70. The *Roberts* subclass distribution will be calculated before the *Duncan*

1 subclass distribution.

2 **Information to be Utilized for Processing Payments**

3 71. All calculations for determining monetary awards to class members shall be
4 based on payroll and personnel file records maintained by the County. The data in these
5 payroll and personnel-file records are normal business records and were created for routine
6 business purposes other than this litigation. The data contained therein thus have a
7 presumption of accuracy. Plaintiffs have had the opportunity to review the records. The
8 County will rely and has the right to rely on this information in its payroll records and
9 personnel files and documents provided in discovery in administering the Settlement
10 Agreement. Whether a class member qualifies for a payment and the amounts of all payments
11 shall be determined exclusively from the information in the records utilized by the County.
12

13 **Claim Forms**

14 72. *Roberts* class members who are listed on Exhibit A and who will receive a
15 monetary award do not need to file any claim form. These employees may be required to
16 verify their address or identities or provide other information in order to receive a monetary
17 award. King County will provide *Duncan* class members a claim form providing the data that
18 will serve as the basis to be used to determine the class member's monetary award. *Duncan*
19 class members who disagree with the data provided by the County will be required to provide
20 information to King County pursuant to the claims process guidelines. Any person who is
21 required to submit a claim form who does not comply in a timely manner will not receive a
22 monetary award.
23

24 **X. ATTORNEY FEES AND COSTS**

25 73. The Washington Supreme Court determined the method of computing

1 attorneys' fees to be awarded in a class action for employee benefits in *Bowles v. Dept. of*
2 *Retirement Systems*, 121 Wn.2d 52 (1993). In *Bowles*, a class of public employees obtained a
3 declaratory judgment concerning calculation of their average compensation that effectively
4 increased their future pension benefits. The Supreme Court determined that the "common
5 fund" approach should be applied in calculating fees for the attorneys representing the class in
6 *Bowles* and that attorney fees should be set as a percentage of the recovery for the class. 121
7 Wn.2d at 72-73. The Court said that 20 to 30 percent is the usual "common fund" fee award
8 and this range is a reasonable percentage. It also said the "benchmark" fee award in
9 "common fund" cases is 25 percent of the recovery. *Id.* The Supreme Court applied this
10 percentage of recovery approach in *Bowles* to the present value of the public employees'
11 future pension benefits obtained in that case. *Id.* at 57. The approach set forth in *Bowles* is
12 applied here.

14 74. The total cash in the common fund to be paid by King County is \$18.5 million.

15 75. Class Counsel, Bendich, Stobaugh & Strong, P.C., of Seattle, Washington shall
16 receive a fee award pursuant to the common fund doctrine, paid out of total cash. Class
17 Counsel will seek a common fund fee award of \$4.5 million based on a percentage of
18 recovery of approximately 24.3% of the fund. Such award will, with the remainder of the
19 Settlement Agreement, be subject to final approval by the Court. In connection with its
20 consideration of whether to approve the Settlement, the Court may modify the amount of the
21 fee to class counsel without rejecting the settlement as a whole if the amount of the proposed
22 fee is found to be unreasonable in the context of the results obtained, risks, and overall
23 settlement. If the fee award were modified, the amount to each Fund for each subclass shall
24 be adjusted proportionate to the amounts at ¶23 and ¶39.
25

1 76. King County shall pay the Court-approved fee award to Bendich, Stobaugh &
2 Strong, P.C., the law firm representing the class, by the later of (a) 35 days after the date the
3 Court gives final approval for the Agreement or (b) January 5, 2004.

4 **XI. MISCELLANEOUS**

5 77. Class member shall have no more than 6 months from the date the check is
6 mailed by the County to cash the check. In the event a check is returned to King County as
7 undeliverable due to an invalid address, King County will notify Plaintiffs' counsel. King
8 County shall be obligated to re-mail a check only once.. Any unclaimed settlement funds
9 following six (6) months from the date the original check is mailed shall be returned to King
10 County.

11 78. King County will establish procedures concerning the notice and claim
12 process, to be reviewed by Class Counsel and subject to Court approval.

13 79. Up to the date the notices of the settlement hearing are sent to *Roberts* and
14 *Duncan* class members, the Settlement Agreement may include amendments, supplements
15 and additions as part of this Settlement Agreement, but only if they are in writing and signed
16 by Class Counsel and Defendant and specifically refer to this Agreement and as long as the
17 \$18.5 million settlement amount is not changed and the overall distribution formulas remain
18 substantially the same.
19

20 80. This Settlement Agreement may be executed in several counterparts, each of
21 which shall be deemed an original, but all of which together shall constitute one and the same
22 instrument.
23

24 **XII. COURT'S AUTHORITY AND ENFORCEMENT**

25 81. This Settlement Agreement is a product of substantial negotiations and

1 compromises by the parties, and thus the Settlement Agreement represents a unitary whole
2 and each and every term therein is an integral part of the entire Agreement. Pursuant to Civil
3 Rule 23, the Court determines whether the proposed settlement as a whole is fair and
4 reasonable and determines whether to approve or reject the entire Settlement Agreement.
5 Except as provided in the Agreement, the Court is not authorized to modify the terms of the
6 negotiated settlement. The Court retains authority to interpret and enforce this Agreement, to
7 resolve minor ambiguities, to make reasonable modifications to which the parties agree, and
8 to correct minor mistakes and minor technical errors, provided the purposes and intent of the
9 Agreement are fulfilled. Subsequent to the dismissal of claims, the Court retains authority to
10 enforce its provisions and compel performance of all requirements of the Agreement that are
11 intended to be carried out after dismissal of claims.
12

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1 82. Class counsel shall be responsible for dismissing this case within 30 days
2 following completion of the step adjustment process in Section VIII and the distribution
3 process in Section IX of this Agreement. Each and every claim brought by Plaintiffs in
4 connection with King County Superior Court Cause No. 97-2-07412-6 SEA and Cause
5 No. 02-2-36091-2 SEA shall be dismissed with prejudice and without costs or fees to either
6 party. Prior to dismissal the parties agree that the litigation shall be stayed except as provided
7 in this Agreement.

8 DATED this 6 day of October, 2003.

9
10 Approved by:

11 KING COUNTY EXECUTIVE

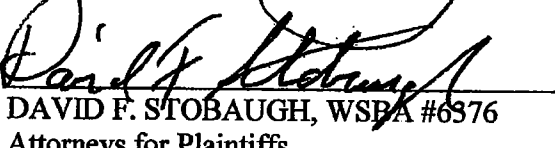
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13 _____
14 RON SIMS

Approved by:

BENDICH, STOBAUGH & STRONG, P.C.

15 
16 _____
17 JUDITH E. BENDICH, WSBA #3754

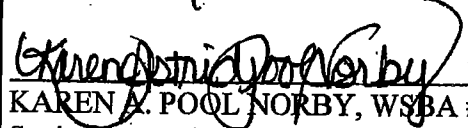
18 
19 _____
20 STEPHEN K. STRONG, WSBA #6299

21 
22 _____
23 DAVID F. STOBAUGH, WSBA #6376
24 Attorneys for Plaintiffs

Approved as to Form:

19 NORM MALENG
20 King County Prosecuting Attorney

21 
22 _____
23 SUSAN N. SLONECKER, WSBA #21151

24 
25 _____
26 KAREN A. POOL NORBY, WSBA #22067
27 Senior Deputy Prosecuting Attorneys
28 Attorneys for Defendant King County

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FIRST NAME
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ALLEN, JOHN STEPHEN
ALLEN, NOREEN L
ALPASAN, SUSAN C
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AMOS, LINDA R
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ANDERSON, NANCY J
ARAUSA, ARLENE CORPUZ
ATTNEAVE, PHILIP
AUSTIN, TARA MARIE
AZIZ, LILLIE A
BAILEY, DIONNE A
BANEL, FELIKS
BERNARD, ROXANE L
BIBUS, DAVID P
BLAIR, MARTHA S
BLEVINS, NANCY KAY
BLISS, ELIZABETH LY
BOLAND, SHARLENE
BONNE, DIANE E
BOONE, CARROLL H
BOOSE, PAULETTE RE
BOUPHARATH, MEL
BOWMAN, JAMES F
BRAVO DE RUEDA, CRIST
BREWER, DEVON D
BROWN, BRUCE W
BROWN, GEOFFREY P
BULL, DEBORAH
BURAK, TIMOTHY
BURT, JIM
BUSH, WANDA CP
BYRD, SOPHIA R
CABELLON, BRIGID JO
CABRERA, ADAM
CADIGAN, HELEN E
CADY, RALPH L
CAMPBELL-BLUMEN, CO
CARLSON, NANCY ANN

First Name
CARROLL, KELLI S
CARSON, KATHERINE L
CEBOLLERO, ANTHONY
CHAFFEE, FRANK
CHANEY, SHERYL LENOX
CHEN, LYNN N
CHERRY, NANCY M
CHOW, IRENE
CHRISTENSEN, MARILY
CISKE, SANDRA J
COLE, PAMELA S
COLE-TINDALL, PATRICI
COLLIER, CHEZA W
COLLINS, SHIRLEY L
COLTRANE, MARY K
COOK, CONNIE LEE
COOMAS, LINDA J
CORIELL, GLORIA
CORONETZ, KATHRYN S
COSGROVE, TERRENCE
COTE, ELLA
CRESSEY, KATHERINE
CRICHTON, LINDA JOY
CRUZ, JESUSA BERNARDO
CUNHA, JOSEPH A
CURRIE-HICKS, MARJORI
CURTIS, ANNE T
DAMS, ALLAN C
DARDEN, THOMAS R
DAVIS JR, THOMAS
DEGRIECK, JERRY C
DELANEY, KERRY HELE
DERAITUS, ELIZABETH
DHANAPAL, PAM
DILEVA, MARY PAT
DOBKINS, PAULA J
DONLEY, C KATHERINE
DOTSON, ROSE MARY
DRANGSHOLT, TIM E
DUKES, MELANIE ROSEMA
DULANEY, BARBARA R
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