

The Honorable Nelson Lee
August 31, 2020
1:00 pm
Hearing by Telephone

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

JEFFREY B. MERRITT and a class of
similarly situated individuals,

Plaintiffs,

v.

KING COUNTY, a political subdivision
of the State of Washington,

Defendant,

and

DEPARTMENT OF RETIREMENT
SYSTEMS,

Intervenor.

NO. 18-2-05070-7 SEA

CLASS ACTION SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

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1 **I. INTRODUCTION**

2 1. This Settlement Agreement is made under Civil Rule 23(e) to settle the class
3 action of *Merritt v. King County*, King County Superior Court Cause No. 18-2-05070-7. The
4 parties to the agreement are the representative plaintiff, Jeffrey Merritt and the class he
5 represents, the defendant King County, and the intervenor Washington State Department of
6 Retirement Systems. The proceedings leading up to this settlement are summarized below.

7 **II. PROCEEDINGS**

8 2. Merritt contended the following in his February 18, 2019 Complaint: Between
9 1976 and 2002 King County hired plaintiff Jeff Merritt and a class of similarly situated
10 employees (the “Paramedics”) to work as paramedics. The paramedics were eligible for the
11 Public Employee Retirement System (PERS) when hired by the County, but the County failed
12 to enroll them because it wrongly classified them as “independent contractors” during their first
13 year of employment when they were undergoing mandatory paramedic training. The County
14 did not enroll the Paramedics in PERS until they were reclassified as “employees” in their
15 second year of employment. Starting in 2003 the County recognized this error in classifying
16 paramedics as independent contractors and reclassified paramedic trainees as employees and
17 enrolled them in PERS during their first year of employment. It did not, however, correct the
18 service record of the Paramedics employed before 2003. Merritt sought injunctive and
19 declaratory relief, an order requiring King County to report Class Member’s service and make
20 all omitted contributions, and for attorney fees under RCW 49.48.030.

21 3. King County responded to Merritt’s contentions in an Amended Answer filed on
22 May 8, 2019 as follows: All paramedics hired by King County, who are not lateral hires, need
23 to complete the University of Washington medical school’s paramedic training program (the
24 “Program”). While King County paramedic trainees were in the Program, the County paid
25 them a stipend. Prior to 2003 the County did not enroll paramedic trainees in PERS because it
26 thought their body of work was not PERS eligible. The County starting enrolling the
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1 paramedic trainees in PERS in 2003 not because they had misclassified the paramedics but
2 because it determined that paramedic trainees were eligible for PERS service credit during their
3 training time.

4 4. King County and Plaintiff Merritt agreed the class should be certified and
5 submitted an agreed order certifying the class. The Court granted class certification pursuant to
6 CR 23(a) and (b)(2). The class was certified as (Order August 7, 2018 p. 3):

7 All present or former King County Medic One paramedics who were not
8 enrolled in PERS prior to 2002 while they were paramedic trainees.

9 5. King County and Plaintiffs parties subsequently learned that King County did
10 not enroll paramedic trainees in PERS until 2003, not 2002 as those parties initially believed.

11 6. After 2003, paramedics were given the option of transferring from PERS to
12 LEOFF. Some class members took that option and transferred to LEOFF.

13 7. On September 11, 2018, the Washington State Department of Retirement
14 Systems moved the Court for an order permitting the Department to join this case. The
15 Department moved to intervene because the Department is legislatively-mandated with the duty
16 to administer PERS, including determining the amount of required contributions to the PERS
17 fund from PERS members and their employers and setting interest rates of these contributions
18 pursuant to to RCW 41.50.030 and 41.50.

19 8. Neither party objected to the Department's intervention in this matter.

20 9. After the class was certified, the Court granted an order permitting the
21 Washington Department of Retirement Systems to intervene in this action.

22 10. For purposes of settlement, the parties agree that the class definition should be
23 modified to the following:

24 Present or former King County Medic One paramedics who are current
25 members of PERS and/or LEOFF who did not receive retirement service prior to
26 December 31, 2003 while they were paramedic trainees. The class does not
27 include PERS Plan 1 members who already have 30 years of service.

1 **III. DEFINITIONS**

2 The following general definitions apply in this Settlement Agreement:

3 11. "Action" means *Merritt v. King County*, King County Superior Court Case No.
4 18-2-05070-7 SEA.

5 12. "Attorney Fees." Attorney Fees means the attorney fees that the County agrees
6 to pay to Class Counsel as part of this Settlement Agreement as provided in paragraph __.

7 13. "Class." The Class is:

8 Present or former King County Medic One paramedics who are current
9 members of PERS and/or LEOFF who did not receive retirement service prior to
10 December 31, 2003 while they were paramedic trainees. The class does not
include PERS PLAN 1 members who already have 30 years of service.

11 14. "Class Counsel" is the law firm of Bendich, Stobaugh & Strong, P.C., and the
12 firm's attorneys.

13 15. "Class Member" is a member of the Class as described in paragraphs 10 and 13
14 of this agreement.

15 16. "Class Released Claims" means the claims described in paragraph 2 of this
16 Agreement.

17 17. "Current Member" means an individual who is a current member of a retirement
18 system administered by the Washington State Department of Retirement Systems. A current
19 member includes former employees who have not withdrawn their contributions from PERS or
20 LEOFF. Former employees who have withdrawn their contributions (and have not
21 subsequently re-entered as a PERS or LEOFF member) are not current members for purposes
22 of this settlement.

23 18. "Department" is the Washington State Department of Retirement Systems,
24 legislatively mandated with the duty to administer both PERS and LEOFF.

25 19. "Effective Date." Effective Date means the date on which the Court's Final
26 Approval Order becomes final, which shall occur on the later of the following: (a) if no appeal
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1 or other reconsideration or review of the Final Approval Order is sought by any person or
2 entity, the Effective Date shall be the thirty-first (31st) day after the Final Approval Order is
3 entered by the Court, or (b) if a motion for reconsideration, an appeal, a motion for
4 discretionary review, review by writ of certiorari, or any other form of review or
5 reconsideration of the Final Approval Order is filed by any person or entity, the Effective Date
6 shall be the day after (i) the Final Approval Order is affirmed or the appeal or other action
7 seeking review of that order is dismissed or denied, and (ii) the Final Approval Order is no
8 longer subject to further judicial review.

9 20. “Final Approval Order.” The Final Approval Order is the Court’s order that
10 approves the Settlement Agreement after the final settlement hearing.

11 21. “LEOFF.” LEOFF is the Law Enforcement Officers’ and Firefighters’
12 Retirement System. There are two LEOFF plans, LEOFF Plan 1 and LEOFF Plan2.

13 22. “PERS.” PERS is the Public Employees Retirement System. There are three
14 PERS plans, PERS Plan 1, PERS Plan 2 and PERS Plan 3.

15 23. “Contributions.” Contributions means the amount that King County is to pay to
16 the Department to establish the service credit in PERS or LEOFF on behalf of the Class
17 Members as afforded under this Settlement Agreement, as reflected in Exhibit A. For class
18 members who are current King County employees as of the effective date of this settlement
19 agreement, the contributions include both the employer and employee contributions. For all
20 other class members who are not current King County employees as of the effective date of this
21 settlement agreement, the Department will coordinate with King County and the class member
22 to ensure that both the employee and employer contribution amounts are collected.

23 24. “Settlement Agreement” or “Agreement” is the agreement that the parties have
24 entered into to settle this case. The Agreement is effective when it is approved by the Court
25 and the Effective Date occurs.

1 **IV. RETIREMENT PROVISIONS**

2 25. As specified in this Agreement, Class Members are eligible for retirement
3 service credit for time during paramedic training. Class Members should receive 1 service
4 credit for each month they were in the trainee program.

5 26. Under this Settlement Agreement, unless otherwise specified, Class Members
6 who are members of PERS Plan 1 or LEOFF are eligible to receive service credit for their work
7 as a paramedic trainee during the period January 1, 1976 to December 31, 2003. Class
8 Members who are members of PERS Plan 2 or PERS Plan 3 are eligible to receive service
9 credit for their work as a paramedic trainee during the period October 1, 1977 to December 31,
10 2003. Class Members who are now enrolled in PERS Plan 1 or are retired from PERS Plan 1
11 and who have not yet attained thirty years of PERS-eligible service, are entitled to PERS-
12 eligible service credit for their work as paramedic trainees, but only to the extent that service or
13 a portion of the service does not cause their total PERS service credit to exceed the thirty-year
14 maximum service credit for PERS Plan 1.

15 27. PERS Plan 1 members who have already obtained 30 years of service have no
16 claim for additional service because RCW 41.40.185(3) caps the total service PERS Plan 1
17 members can receive at 30 years. No PERS Plan 1 member will receive service credits beyond
18 30 years under this agreement. Nothing in this settlement agreement modifies or should be
19 construed to modify the existing limitations on PERS Plan 1 members who have already
20 achieved thirty years of service credit.

21 28. Under this Settlement Agreement, King County will pay both the employer
22 contributions and the employee contributions, *i.e.* the amounts that would have been deducted
23 from Class Member's salaries for class members who are current King County employees as of
24 the effective date of this settlement agreement.

1 29. The contributions described in paragraph 28 and the Attorney Fees described in
2 Paragraph 66 are the only amounts King County will be required to pay as consideration for
3 this Settlement Agreement.

4 30. This subsection applies only to class members who are current King County
5 employees as of the effective date of this settlement agreement: King County will send an
6 invoice for the reimbursement of employee contributions paid by King County. These class
7 members agree to have their payment installment deducted from their paycheck. For these
8 class members, the Department will have no duty or responsibility for the collection of
9 employee contributions made by King County. Reimbursing King County for the employee
10 contributions for these class members is between King County and these class members.

11 31. This subsection applies only to class members who are not current King County
12 employees as of the effective date of this settlement agreement: These class members must pay
13 for their employee contributions directly. These class members may be eligible for an actuarial
14 reduction of their retirement benefits instead of a lump sum payment.

15 32. For class members who previously transferred their PERS service to LEOFF,
16 King County will report to the Department the additional service credit in LEOFF these Class
17 Members received as a result of this Settlement Agreement. The Department can provide, upon
18 request by the parties, information as to which class members transferred from PERS to
19 LEOFF.

20 33. The Department's records will reflect the Class Member's service credit
21 provided under this Agreement upon receipt of employer contribution amounts provided by
22 King County. Service credit will be recorded irrespective of the receipt of employee
23 contribution amounts.

24 **V. COMPROMISED CLAIMS AND DEFENSES**

25 34. This settlement is a compromise. Plaintiff contends that the Class Members
26 have the right to have King County pay not only the employer contributions, but also the
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1 employee contributions. In addition to other contentions, King County has defenses to the
2 Class claims that they were misclassified when they were trainees. The Class would dispute
3 these King County contentions. This Settlement Agreement compromises, releases and fully
4 extinguishes all paramedic trainee retirement service claims prior to 2003 set forth in paragraph
5 2 in return for valuable consideration from King County.

6 35. King County is forgoing its defenses to Class Claims and is agreeing to make
7 omitted employer contributions for all class members, in addition to also paying employee
8 contributions on behalf of class members who are King County employees as of the effective
9 date of this settlement agreement, to obtain PERS-eligible or LEOFF-eligible service credit for
10 the Class Members as provided in this Settlement Agreement and pay Attorney Fees as
11 provided in this Settlement Agreement. King County's agreement to pay contributions as set
12 forth in the prior sentence, along with Attorney Fees set forth in this Agreement constitutes the
13 valuable consideration that the Class receives in exchange for compromising, releasing and
14 extinguishing all paramedic trainee retirement claims in this Settlement Agreement.

15 36. The Department contends that it has statutory authority to charge both the Class
16 Members and King County interest on the contributions in this action. As part of this
17 settlement The Department has made a decision that it will not charge interest on contributions
18 in this action. The Department agrees that it can administer the settlement based on the
19 determination that the Class Members were PERS members at the relevant times and were
20 therefore entitled to the service credit.

21 VI. IMPLEMENTATION OF RETIREMENT PROVISIONS

22 37. The parties have made their best good-faith effort to identify and locate the
23 Class Members. Their efforts include contacting the Department to determine who are Class
24 Members and how much service credit they currently have according to the Department records
25 and when the PERS service occurred. The known class members are listed in Exhibit A. Class
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1 counsel will share class members home addresses and email addresses with King County and
2 the Department.

3 38. The parties have determined the eligible months of PERS-eligible or LEOFF-
4 eligible service, the amount of such credit earned for each month, and the monthly pay for each
5 eligible month for each Class Member. The parties agree that the contributions are
6 approximately \$180,000. The parties primarily used payroll and personnel data maintained by
7 the King County in making these determinations. For the missing data, the parties used reliable
8 information provided by Class Members and their collective bargaining unit, IAFF Local 2595.

9 39. For class members who are currently employed by King County, within 60 days
10 from the Effective Date, King County shall transmit to the Department the salary, contribution,
11 and hour information for each member of the Class. This information includes for each known
12 and located Class Member entitled under this Agreement to PERS-eligible and LEOFF-eligible
13 service credit and payment of contributions, the Class Member's name, social security number,
14 birth date, sex, eligible months of PERS or LEOFF service, the monthly service credit to which
15 the Class Member is entitled, the monthly pay received by the Class Member for the eligible
16 months of service, the employer contributions to be paid by King County for the Class
17 Member for each month of service credit and the total contributions for each Class Member.
18 The Department will use the information provided by King County under this paragraph to
19 establish the Class Members' service and correct their records in accordance with the
20 Department's regular procedures under RCW Ch. 41.50. King County agrees to advance both
21 employer and employee contributions on behalf of these class members; however, the Class
22 Members agree to reimburse King County for employee contribution amounts advanced on
23 their behalf through payroll deductions.

24 40. For class members who are not currently employed by King County as of the
25 effective date of this settlement agreement, including inactive PERS and LEOFF members,
26 retired members, and those who work for other PERS and LEOFF employers, King County
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1 agrees to pay the employer contributions on behalf of those class members. Within 60 days
2 from the Effective Date, King County shall separately transmit to the Department the salary,
3 contribution, and hour information for each member of the Class. This information includes
4 for each known and located Class Member entitled under this Agreement to PERS-eligible and
5 LEOFF-eligible service credit and payment of contributions, the Class Member's name, social
6 security number, birth date, sex, eligible months of PERS or LEOFF service, the monthly
7 service credit to which the Class Member is entitled, the monthly pay received by the Class
8 Member for the eligible months of service, the employer contributions to be paid by King
9 County for the Class Member for each month of service credit and the total contributions for
10 each Class Member. The information shall be separately transmitted to the Department outside
11 of the employer reporting application. The Department will use the information provided by
12 King County under this paragraph to establish the Class Members' service and correct their
13 records in accordance with the Department's regular procedures under RCW Ch. 41.50.

14 These class members will be directly responsible for paying their portions of the employee
15 contributions. DRS will provide notice to these Class Members of their obligation to pay the
16 employee contributions. These Class Members will be given the option of paying DRS directly
17 for their contributions in a lump sum, including paying the lump sum through a rollover from a
18 qualified plan. If a Class Member does not pay DRS for the employee contributions, the
19 Department may make actuarial adjustments to these members' benefit calculations as
20 necessary in order to collect the required employee contributions. No reimbursement to King
21 County for employee contributions is necessary for these class members.

22 41. The parties have diligently tried to locate and notify eligible Class Members.
23 The known Class Members are listed on Exhibit A. King County shall not be required to make
24 any contributions on behalf of Class Members who have not been located until the eligible
25 Class Member is found and submits the information needed by the parties to provide the
26 information needed to obtain PERS-eligible or LEOFF-eligible service credit.

1 42. Any person not previously identified as a class member who believes that he or
2 she should be included as a Class Member may notify King County. Should King County
3 determine that the person does meet the definition of a class member, the class member's
4 information relevant to that claim will be forwarded by King County to the Department for
5 verification and resolution by the terms of this Agreement. The Department will determine if
6 the Class Member is entitled to service credit under this Agreement and the contribution
7 amounts King County (or if applicable, the class member) will pay to the Department in
8 accordance with Paragraphs 39 and 40 of this agreement for PERS or LEOFF eligible service
9 during the period October 1, 1977 to December 31, 2003. Should King County determine that
10 the person does not meet the definition of a class member, it will notify Class Counsel and the
11 Department and Class Counsel will submit the issue to the Court for resolution.

12 **VII. GENERAL MATTERS**

13 **Compromise of Disputed Claims and Counterclaims**

14 43. This Settlement Agreement is a compromise and is the product of serious and
15 extended negotiations. King County's entry into this Settlement Agreement is a result of
16 compromise and does not constitute an admission of liability, fault or wrongdoing. The
17 compromise embodied in this Settlement Agreement is intended to fully and finally resolve the
18 claims of the Class Members in this case. The parties recognize that the settlement may not be
19 approved by the Superior Court and if it is not approved, this Agreement shall have no force
20 and effect and the case will be litigated.

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

22 44. Contingent upon final approval of this Settlement Agreement by the Court and
23 the occurrence of the Effective Date, plaintiff and the Class Members for themselves, their
24 heirs, estates, marital communities, executors, trustees, administrators, and assigns, hereby
25 completely release and forever discharge King County and all of its past and current officers,
26 agents, officials, council members, staff, attorneys, employees, agencies and departments, and
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1 the heirs, estates, marital communities, executors, trustees, administrators and assigns of any of
2 them, from all claims in ¶2 arising out of or relating in any way to any right of King County
3 Medic One paramedic trainees to obtain PERS-eligible or LEOFF-eligible service credit or for
4 the payment of contributions of any kind or amount other than as provided in the Settlement
5 Agreement. The claims released by plaintiff and the Class Members include any causes of
6 action for the class for the alleged wrongful denial of wages and benefits and any claims under
7 RCW 49.48.030 for attorney fees beyond the amount provided in paragraph 65. The claims
8 released by Plaintiff and the Class Members under this Agreement are the Class Released
9 Claims. Contingent upon final approval of this Settlement Agreement by the Court and the
10 occurrence of the Effective Date, plaintiff and the Class Members for themselves, their heirs,
11 estates, marital communities, executors, trustees, administrators, and assigns, hereby
12 completely release and forever discharge the Department and all of its past and current officers,
13 agents, officials, council members, staff, attorneys, employees, agencies and departments,
14 executors, trustees, administrators and assigns of any of them, from all claims in ¶2 arising out
15 of or relating in any way to any right of King County Medic One paramedic trainees to obtain
16 PERS-eligible or LEOFF-eligible service credit or for the payment of contributions of any kind
17 or amount other than as provided in the Settlement Agreement. This includes claims related to
18 any erroneous reporting of contribution amounts by King County to the Department. The
19 claims released by plaintiff and the Class Members include any claims under RCW 49.48.030
20 for attorney fees. The claims released by Plaintiff and the Class Members under this
21 Agreement are the Class Released Claims.

22 45. Contingent upon the occurrence of the Effective Date, King County, their
23 administrators and assigns, hereby completely release and forever discharge the Department
24 and all of its past and current officers, agents, officials, council members, staff, attorneys,
25 employees, agencies and departments, and the administrators and assigns of any of them, from
26 all claims in ¶ 2 and ¶ 3 arising out of or relating in any way to any right of King County Medic
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1 One paramedic trainees to obtain PERS-eligible or LEOFF-eligible service credit or for the
2 payment of contributions of any kind or amount other than as provided in the Settlement
3 Agreement.

4 46. Plaintiff and the plaintiff Class Members acknowledge and agree that the release
5 and discharge of the Class Released Claims is a general release. King County acknowledges
6 and agrees that the release is a general release of these claims. The parties have entered into
7 this Agreement as a compromise of disputed claims, and as a means of finally resolving all
8 questions, issues, duties, obligations, and responsibilities between them regarding those
9 disputed claims. Plaintiff, the Class, King County, and the Department further agree that the
10 Agreement is a complete compromise of matters involving disputed issues of law and fact. It is
11 understood and agreed by the parties that this settlement is a compromise and nothing
12 contained herein is to be construed or interpreted as an admission of liability on the part of
13 King County, by whom liability is expressly denied, or an admission as to any issue in dispute
14 or which could have been in dispute between or among the parties. The fact of this settlement
15 and the terms or agreements contained in this Settlement Agreement shall not be used in any
16 other proceeding as evidence of any admission, fault, wrongdoing or liability of King County,
17 except to enforce its provisions.

18 **Cooperation of the Parties**

19 47. The parties recognize that time is of the essence and they will work in good faith
20 to expeditiously and diligently effectuate this Settlement Agreement. In addition to the other
21 methods of cooperation discussed in the Settlement Agreement, the parties also agree (a) to
22 cooperate in presenting this Settlement to the Court, (b) to support its provisions at the
23 Settlement hearing, (c) to cooperate in drafting and reviewing Court orders, notices, forms,
24 modifications, if any, required by the Court for approval and other documents required by or
25 necessary to effectuate this Settlement Agreement, including ordinances to timely provide
26 information and records to implement this Settlement Agreement, (d) to minimize expenses,

1 and (e) to do all other acts and duties assigned to each party in this Settlement Agreement to
2 effectuate and implement this Settlement, including implementing the Agreement with the
3 Department.

4 **Choice of Law**

5 48. This Settlement Agreement shall be governed by and construed and enforced in
6 accordance with Washington law, without regard to choice of law provisions.

7 **No Assignment**

8 49. No provision of this Settlement Agreement shall provide any rights to, or be
9 enforceable by, any person or entity that is not a named plaintiff, Class Member, spouse of
10 deceased Class Member, party, or class counsel. No Class Member (or spouse of a deceased
11 Class Member) or Class Counsel may assign or otherwise convey any right to enforce any
12 provision of this Settlement Agreement.

13 **Joint Drafting – No Construction Against Any Party**

14 50. Each of the parties has cooperated in the drafting and preparation of this
15 Agreement. Hence, in any construction made to this Agreement, the same shall not be
16 construed against any of the parties.

17 **Timeliness**

18 51. The Settlement Agreement includes certain commitments by the parties and
19 counsel to take actions. Any procedural failure or error, such as a failure to act in a timely
20 manner, does not preclude final approval and enforcement of the Settlement Agreement if the
21 error can be corrected or made harmless.

22 **Taxation**

23 52. The parties do not intend the PERS and LEOFF contributions made pursuant to
24 this Settlement Agreement to be taxable wages because they are made to a qualified plan.
25 Notwithstanding the provision of this section, the parties agree the Department will comply
26 with all appropriate IRS rules, regulations, and related materials. Should one or more
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1 provisions of this settlement conflict with IRS rules, regulations, and related materials, the
2 parties agree that the IRS provisions control. Should one or more provisions of this settlement
3 affect the qualified status of the plan(s), then the parties agree the Department has the authority
4 to take appropriate action to preserve the qualified status of the plan.

5 **Amendment**

6 53. Up to the date the Class Notice is sent to the Class Members, the parties may
7 amend the Agreement, if the amendment(s) or supplements are in writing, approved by Class
8 Counsel, the Department, King County, and the Court. After the date the Class Notices are
9 sent to Class Members, King County, the Class Members, and the Department, with approval
10 of the Court, may amend the Agreement in writing as approved by Class Counsel, King
11 County, and the Department where the amendment is clarifying and/or does not materially and
12 substantially change the terms of the Settlement Agreement.

13 **Signers' Authority**

14 54. The parties' representatives who sign this Agreement each represent and warrant
15 that they have been authorized to sign for and to bind their respective clients.

16 **Approval Date of Settlement Agreement**

17 55. Following signature by the parties' respective authorized representatives, this
18 Settlement Agreement will be deemed approved only after (1) the King County Superior Court
19 enters the Final Approval Order approving the Settlement Agreement pursuant to Civil Rule
20 23(e) and (2) the Effective Date occurs.

21 **Counterparts**

22 56. This Settlement Agreement may be executed in counterparts.
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1 **VIII. NOTICE TO CLASS AND SETTLEMENT HEARING PROCEDURES**

2 **Preliminary Approval**

3 57. The parties agree, as soon as practicable after execution of this Settlement
4 Agreement, to jointly move the Court to:

5 (a) Find preliminarily that this settlement is a fair and reasonable
6 compromise of the claims;

7 (b) Modify the class definition as provided in paragraph 10;

8 (c) Order that notice of the settlement be provided to Class Members by
9 King County and that the form of the notice submitted by the parties with the Settlement
10 Agreement is approved;

11 (d) Find that the content of the proposed notice and the mechanisms of
12 communicating such notice meet the requirements of Civil Rule 23(e) and the Due Process
13 Clause with respect to all Class Members;

14 (e) Set a date by which any Class Member who objects to the terms of
15 this Settlement Agreement may file written objections to this Settlement Agreement with
16 the Clerk of the Court, and serve such objections on Class Counsel, counsel for King
17 County, and counsel for the Department;

18 (f) Set a date for the final settlement hearing date pursuant to Civil Rule
19 23(e) at which any Class Member who filed written objections and/or who meets other
20 requirements established by the Court may appear in order to object to the fairness,
21 adequacy, or reasonableness of this Settlement Agreement or to any order or findings of
22 the Court.

23 **Notice Provisions**

24 58. King County shall pay all costs of mailing notice of the settlement to Class
25 Members. The parties shall otherwise bear their own costs in this regard.

1 59. Class Members who can be identified through reasonable effort, as described
2 below, shall be given notice of the settlement in the form proposed by King County, the Class,
3 and the Department, subject to any modifications ordered by the Court. The notice shall
4 summarize the major terms of the Settlement Agreement, state the time, date and place of the
5 final settlement hearing, and explain the procedures and deadlines for submitting written
6 comments or objections.

7 60. For each Class Member, King County shall mail the notice to the last address
8 known by King County, Class Counsel, or provided by the Department to King County if the
9 Class Member's County employment has been terminated, of each Class Member. The notice
10 should be mailed at a time set by the Court.

11 61. In addition to mailing individual notices, King County shall:

12 i. Post this Settlement Agreement and the Class Notice on intranet and
13 internet websites maintained by King County; and

14 ii. Provide a copy of this Settlement Agreement and the Class Notice to
15 IAFF, Local 2595, the collective bargaining agent for paramedics.

16 62. Class Counsel shall also at its own cost post the Settlement Agreement and
17 Class Notice on its website.

18 **Objections to Settlement**

19 63. Unless the Court directs otherwise, all comments or objections, if any, from a
20 Class Member pertaining to the Settlement Agreement shall be submitted in writing to the
21 Court, Class Counsel, King County's counsel, and counsel for the Department, a date set by the
22 Court in advance of the hearing on the settlement. Any objections not so submitted shall be
23 waived. Any Class Member wishing to appear at the settlement hearing to comment on or to
24 object to the Settlement shall so specify in his or her written comment or written objection.

1 **IX. SETTLEMENT ADMINISTRATION**

2 **Responsibility for Settlement Administration**

3 64. King County shall be responsible for administering the settlement and
4 transmitting the Class Member information report and contributions to the Department. Before
5 the PERS or LEOFF information and PERS or LEOFF contributions are submitted to the
6 Department, Class Counsel must give their approval to King County.

7 65. The Department shall not be responsible for administering the transfer of
8 service credit from PERS to LEOFF for those class members that have previously transferred
9 their PERS service credit to LEOFF. Instead, the service credits shall be reported by the
10 employer to the most recent system in which the class member earned service credit. This
11 includes class members who have ceased County employment. The Department will provide the
12 County with last known addresses for Class Members who have ceased County employment to
13 assist with effectuating the reporting of service credit to the correct retirement system. For
14 purposes of verification and to fulfill their responsibilities required by this Settlement
15 Agreement, Class Counsel shall, upon request, be entitled to the settlement administration
16 records.

17 **X. ATTORNEY FEES**

18 66. King County will pay class counsel Bendich, Stobaugh, & Strong, P.C. \$42,000
19 in attorney fees. It shall be paid within thirty-five (35) calendar days after the Effective Date.

20 **XI. COURT'S AUTHORITY AND ENFORCEMENT**

21 67. This Settlement Agreement is a product of substantial negotiations and
22 compromises by the parties, and thus the Settlement Agreement represents a unitary whole and
23 each and every term therein is an integral part of the entire Agreement. Pursuant to Civil Rule 23,
24 the Court will determine whether the proposed settlement as a whole is fair and reasonable and
25 whether to approve or reject the entire Settlement Agreement. Except as provided in the
26 Agreement, the Court is not authorized to modify the terms of the negotiated settlement. Prior to
27

1 the Effective Date, all proceedings in the Action will be stayed except those relating or necessary
2 to the approval, implementing, interpreting and enforcing the Settlement Agreement. The Court
3 retains authority after the Effective Date to implement, interpret and enforce this Agreement, to
4 resolve minor ambiguities, to make reasonable modifications to which the parties agree, and to
5 correct minor mistakes and minor technical errors, provided the purposes and intent of the
6 Agreement are fulfilled.

7 **XII. DISMISSAL OF CLAIMS**

8 68. Class Released Claims that were or could have been brought in this action shall
9 be dismissed with prejudice not later than forty-five (45) days after the Effective Date. After
10 the dismissal of claims, the Court retains authority to implement, interpret and enforce the
11 Agreement and to compel performance of all requirements of the Agreement that are intended
12 to be carried out after dismissal of claims. As part of implementing, interpreting and enforcing
13 the Settlement Agreement the Court retains authority to resolve individual issues, if any,
14 concerning contributions, and any individual issues concerning the retroactive service of
15 individual Class Members that occurs under this Agreement.

16 DATED this 19th day of August, 2020.

17 KING COUNTY PROSECUTING ATTORNEY BENDICH, STOBAUGH & STRONG, P.C.

18 /s/ Susan N. Slonecker

19 Susan N. Slonecker, WSBA No. 21151
20 *Attorneys for Defendant King County*

21 ROBERT W. FERGUSON
22 Attorney General

/s/ Alexander F. Strong

Alexander F. Strong, WSBA No. 49839
David F. Stobaugh, WSBA No. 6376
Attorneys for Plaintiffs

23 /s/ Kathryn Wyatt

24 Kathryn Wyatt, WSBA No. 30916
25 Debra Lefing, WSBA No. 53344
26 Assistant Attorney Generals
*Attorneys for Intervenor Department of
27 Retirement Systems*

1 **DECLARATION OF SERVICE**

2 I, Anders Forsgaard, declare that I initiated electronic service of the following
3 document(s) on the parties listed below via the King County eFiling Application.

4 Document(s):

- 5 1. Settlement Agreement

6 Parties:

7 Susan Slonecker, WSBA #21151
8 Kimberly Y. Frederick, WSBA #37857
9 Office of the King County Prosecuting Attorney
10 500 Fourth Avenue, Suite 900
11 Seattle, WA 98104
12 Phone: (206) 296-8820
13 susan.slonecker@kingcounty.gov
14 kimberly.frederick@kingcounty.gov

15 Kathryn Wyatt, WSBA #30916
16 Debra Lefing, WSBA #53344
17 Office of the Attorney General
18 7141 Cleanwater Drive SW
19 Olympia, WA 98504
20 debral@atg.wa.gov
21 kathrynw@atg.wa.gov

22 I declare under penalty of perjury in accordance with the laws of the State of
23 Washington that the foregoing is true and correct.

24 DATED this 19th day of August, 2020.

25 /s/ Anders Forsgaard
26 Anders Forsgaard
27 aforsgaard@bs-s.com