

## SETTLEMENT AGREEMENT

1. The parties to this Settlement Agreement (the “Settlement Agreement”) are LTC C. Van Sawin (“LTC Sawin”), and Pierce County Transportation Benefit Area Corporation (“Pierce Transit”). The parties have a dispute regarding the interpretation of certain federal laws, regulations, and common law interpreting such laws and regulations. In order to avoid further controversy, the parties agree to enter into this Settlement Agreement. Pierce Transit affirms its strong commitment to the employment of service members and veterans, as evidenced by this Settlement Agreement.

2. This Settlement Agreement will be binding and enforceable against Pierce Transit (including successors in interest) for the acts and omissions, if any, of Pierce Transit’s management, unrepresented employees committed within the scope of employment, and against LTC Sawin (including his marital community, heirs, successors, and assigns) for his acts and omissions, if any.

3. This Settlement Agreement and the incorporated Waiver Agreement and Release Of All Claims (Attachment A) resolves all legal and equitable claims actually or potentially arising out of the interpretation disputes referenced above and LTC Sawin’s employment with and separation from Pierce Transit, as of the date of execution of this Settlement Agreement.

4. Pierce Transit will continue to comply with its obligations to not take any action against any person which constitutes retaliation or interference with the exercise of such person’s rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case.

5. In addition to its current policy regarding military leave, Pierce Transit will develop, adopt, and abide by, a USERRA policy, which will include but is not limited to incorporating reemployment obligations and processes described in 38 U.S.C. §§ 4312 and 4313(a)(2), related CFRs, and common law regarding the same. The USERRA Policy will become effective upon approval by the United States Department of Justice (“DOJ”). Pierce Transit will require the persons identified in Paragraph 6 below to read the USERRA Policy and provide their signature to acknowledge their receipt and understanding of this Policy. Pierce Transit will provide signatures for these employees to the DOJ within the later of sixty (60) days after the USERRA Policy is approved by the DOJ or the execution of this Agreement, whichever

is later. Any dispute as to the content of this Policy will be resolved pursuant to the provisions of Paragraph 19 below.

6. No later than ninety (90) calendar days after the execution of this Settlement Agreement, Pierce Transit shall voluntarily require the following individuals to undergo supplemental USERRA training:

- a. Chief Executive Officer;
- b. Chief Administrative Officer (the “CAO”);
- c. Director of Human Resources and all Human Resource employees; and
- d. Workforce Development Manager.

(collectively, the “Trainees”).

7. The training will consist of requiring the Trainees to view in one of two group sessions a United States Office of Personnel Management’s USERRA training, which will be provided to Pierce Transit by the DOJ within thirty (30) days of execution of this Settlement Agreement.

8. The Trainees will observe this training video in one of two sessions, in the same room, on a set date, and at a set time. The CAO, or its delegee, or the Director of Human Resources will commence each session and state as follows: “The following training video relates to employer and employee rights and obligations under the Uniformed Services Employment and Reemployment Rights Act, or USERRA. USERRA generally protects members of the uniformed, military services who also work outside of the military. The Agency takes its obligations under USERRA seriously, and it is important that you give your full attention to this presentation. If you have any questions about this material, please speak with me.”

9. All Trainees will sign a form acknowledging their attendance at the training for the full length of the video.

10. Additionally, Pierce Transit will include the USERRA video into all management training and within ninety (90) days from the execution of this Settlement Agreement, it will show the USERRA video to all management, unrepresented staff and Employee Services (HR) staff.

11. To reinforce the training described above, Pierce Transit agrees to continue to post information about USERRA in its workplace. Specifically, within thirty (30) calendar days

after the execution of this Settlement Agreement, Pierce Transit will certify that it displays the “USERRA Rights Notice” Poster issued by the United States Department of Labor (appended as Attachment B to this Settlement Agreement) in all places where other non-discrimination notices are posted in accordance with legal requirements under federal law.

12. For a period of two years from execution of this Settlement Agreement, Pierce Transit will notify the DOJ, as counsel for LTC Sawin, if any person files a lawsuit, complaint, or formal charge with it or with any state or federal court or agency, alleging that Pierce Transit violated USERRA. Such notification must be provided to in writing to the DOJ (whether by electronic or by 1st Class U.S. Mail) within twenty (20) business days of the date Pierce Transit receives notice of the allegation and will include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any documentation of the allegation provided by the complainant. Pierce Transit will reference this provision of this Settlement Agreement in its notification.

13. As Pierce Transit updates its Code, Personnel Manual or policies from time to time, Pierce Transit will include information about USERRA rights and obligations where appropriate.

14. Each party denies liability of any kind relating to this Settlement Agreement or its Attachments, or the good faith disputes giving rise to it, and enters into it to avoid further disputes, and to affirm each party’s strong commitment to the rights and obligations of service members. Pierce Transit fully embraces its recruitment of service members and veterans.

15. The undersigned representatives of each party certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind Pierce Transit and LTC Sawin.

16. This Settlement Agreement will be binding and enforceable against Pierce Transit (including successors in interest) for the acts and omissions, if any, of Pierce Transit’s employees committed within their scope of employment.

17. This Settlement Agreement may be signed in counterparts, and its validity shall not be challenged on that basis. All such counterparts, together, shall be deemed to be one document and a photocopy of this Settlement Agreement and any signature page thereto is as valid as the original. This Settlement Agreement constitutes the entire agreement and

commitments of the parties. Any modifications to this Settlement Agreement must be mutually agreed upon and memorialized in a writing by all parties.

18. Each party shall bear their own costs and expenses leading to this Settlement Agreement, and of any litigation relating to it, including attorneys' fees.

19. The parties shall engage in good faith efforts to resolve any dispute concerning compliance with this Settlement Agreement. In the event of a dispute, the parties shall give notice to each other thirty (30) days before seeking resolution of the dispute by the Court pursuant to the process provided in the paragraph below, and may conduct expedited discovery under the Federal Rules of Civil Procedure, as if litigation was pending, for the purpose of seeking to determine compliance with the terms of this Settlement Agreement.

20. In the event DOJ provides specific, admissible proof of Pierce Transit's breach of any of the requirements herein, as counsel for LTC Sawin, DOJ may file a Complaint alleging breach of this Settlement Agreement, and a Stipulation and Proposed Order of Judgment regarding the relevant portions of this Settlement Agreement, in a format that is consistent with Attachment C, attached hereto. If DOJ has met the requirements of this Section 20, Pierce Transit agrees not to contest the entry of such a Stipulation and Proposed Order of Judgment, and will authorize and direct its counsel to consent to the same. If Pierce Transit has a good faith basis to contest any position taken by DOJ in litigation that there is a breach of any provision of this Settlement Agreement, it may answer or otherwise defend against any such litigation.

21. Pierce Transit will annually certify compliance with this Settlement Agreement for a period of two years from and ending on the second anniversary date of the execution of this Agreement.

22. Neither party may seek media attention or coverage of any sort (including social medial) regarding the subject of any claims or disputes giving rise to this Settlement Agreement or the subject of this Agreement. Nothing herein prohibits Pierce Transit or LTC Sawin's counsel from disclosing this Settlement Agreement if required by law.

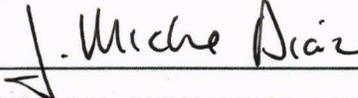
Dated this 26th day of May 2017.

By:

Respectfully agreed,

ANNETTE L. HAYES

United States Attorney

/s/  \_\_\_\_\_

J. MICHAEL DIAZ, WSBA # 38100

Assistant United States Attorney

700 Stewart Street, Suite 5220

Seattle, Washington 98101

Phone: 206-553-7970

Fax: 206-553-4067

E-mail: [Michael.Diaz@usdoj.gov](mailto:Michael.Diaz@usdoj.gov)

Attorneys for LTC Sawin

K&L GATES L.L.P.

/s/  \_\_\_\_\_

SUZANNE THOMAS, WSBA

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Seattle, WA 98101

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E-mail: [suzanne.thomas@klgates.com](mailto:suzanne.thomas@klgates.com)

Attorneys for Pierce Transit

EXHIBIT A TO SETTLEMENT AGREEMENT BETWEEN LTC C. Van Sawin  
and PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA  
CORPORATION

## WAIVER AGREEMENT AND RELEASE OF ALL CLAIMS

In consideration of the contributions made by Employee over his career at Pierce Transit, and the mutual promises and covenants contained herein, this Waiver Agreement and Release of All Claims ("**Release**") is hereby entered by and between the undersigned individual, C. Van Sawin ("**Employee**") and The PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION ("**Pierce Transit**").

### RECITALS

- A. **EMPLOYEE'S SEPARATION.** Employee was separated from Pierce Transit. Employee has raised certain complaints regarding his employment with and separation from Pierce Transit, which, together with any claims, damages, causes of action or disputes, including attorney's fees, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred before the execution of this Release are referred to herein as "Released Claims."
- B. **REASONS FOR RELEASE.** The parties have a dispute regarding the interpretation of certain federal laws, regulations, and common law interpreting such laws and regulations and application of such law to the Released Claims. In order to avoid further controversy, the parties agree to enter into the following Release. The parties enter into this Release to avoid further disputes and to bring closure to their relationship.

### AGREEMENT

1. **EMPLOYEE REPRESENTATIONS.** Other than as set forth in this Release, Employee agrees and represents that Employee has received from Pierce Transit each and all of the benefits, compensation, wages, and other monies due and owing to Employee from Pierce Transit on account of Employee's employment with Pierce Transit, the termination of that employment, and/or any other cause or reason whatsoever, and that Pierce Transit has satisfied each and every such obligation owed to Employee.

2. **CONSIDERATION.** In consideration of Employee's covenants and waiver and release herein, and subject to the terms and conditions in this Release, provided that Employee accepts and does not revoke this Release, Pierce Transit agrees as follows:

a. Within forty five (45) days of the Effective Date of this Release, Pierce Transit will cause the gross sum of One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00) to be paid to Employee, subject to normal income tax withholdings and other statutory deductions. Such payment shall be tendered to LTC C. Van Sawin, c/o J. Michael Diaz, AUSA, United States Attorney's Office, 700 Stewart Street, Suite 5220, Seattle, WA 98101. Pierce Transit shall timely issue to Employee the appropriate Internal Revenue Service tax forms reflecting the amounts paid to Employee and the amounts withheld by Pierce Transit, including issuing to Employee a W-2 wage and tax statement.

b. *Other than payments and benefits specified in this Release, Pierce Transit shall have no obligation to provide and shall provide no further payments of any kind to Employee.* Employee agrees and acknowledges that the terms and conditions provided for in this Release, in whole and in part, constitute full and adequate consideration for the covenants, obligations and waiver and release by Employee set forth in this Release.

3. **PIERCE TRANSIT PROPERTY.** Employee represents and warrants, and Pierce Transit acknowledges, that prior to the Effective Date of this Release, Employee has turned over to

Pierce Transit all inventoried property and materials that Employee received during his employment with Pierce Transit. Employee warrants and represents, and Pierce Transit acknowledges, that he has returned all personal devices and computers provided to him that contain Pierce Transit's property, records, or materials.

4. **RELEASE.**

a. On behalf of Employee, Employee's heirs, executors, administrators and assigns, and Employee's marital community, Employee expressly waives, releases and acknowledges satisfaction of all claims of any kind against Pierce Transit, its present and former affiliates, subsidiaries and related entities, their predecessors, successors and assigns, and all of their present and former commissioners, officers, directors, owners, employees, agents, representatives, and attorneys, in their individual and representative capacities (collectively "**Released Parties**"). This waiver and release includes any and all Released Claims (including claims to attorneys' fees), damages, causes of action or disputes, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred before the execution of this Release. Released Claims include, without limitation, claims for wages, employee benefits, and damages of any kind whatsoever arising out of any: contract, express or implied; tort; discrimination; retaliation; wrongful termination; any federal, state, local or other governmental statute or ordinance, including, without limitation, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act, as amended (the "ADEA") and the Older Workers Benefit Protection Act ("OWBPA") **subject to the rights Employee retains, even if Employee signs this Release, that are discussed below**; to the extent allowed by law, the Employee Retirement Income Security Act of 1974; the Family and Medical Leave or related Acts, and any other legal limitation on the employment relationship. Employee also covenants and promises never to file, press or join in any complaint or lawsuit for personal relief or any amounts of any nature based on any Released Claim and agrees that any such claim, if filed by Employee, shall be dismissed, except that excluded from this Release are, claims that Employee may have with regard vested benefits under ERISA, any claim based upon acts or omissions occurring or that could be alleged to have occurred after the execution of this Release, or any other claim that may not be released in accordance with law ("Unreleased Claims"); **additionally, despite Employee's acceptance of this Release, nothing in this Release will prevent Employee from (i) initiating or causing to be initiated on Employee's behalf any complaint, charge, claim or proceeding against Pierce Transit before any local, state or federal agency, court or other body challenging the validity of the waiver of claims under the Age Discrimination in Employment Act or the Older Workers Benefit Protection Act contained in this Release (but no other portion of this waiver) or (ii) initiating or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC").**

b. Employee agrees not to assert against any Released Party or Parties in any court or other tribunal or forum any of the claims released under this Release, and Employee shall indemnify and defend the Released Party or Parties from and hold the Released Party or Parties harmless against any claims arising out of or connected with the matters waived and released in this Release.

c. Pierce Transit expressly waives, releases and acknowledges satisfaction of all claims of any kind against Employee, Employee's heirs, executors, administrators and assigns, and Employee's marital community. This waiver and release includes any and all Released Claims (including claims to attorneys' fees), damages, causes of action or disputes, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred before the execution of this Release.

5. **NO OTHER CHARGES.** Employee represents that Employee has not filed or caused to be

filed any grievance, lawsuit, complaint, or charge with respect to any claim this Release purports to waive, other than a charge with the Department of Labor regarding USERRA matters, and a claim with the Washington State Human Rights Commission, which was dismissed with a finding of "no cause" to believe that discrimination occurred. Employee agrees to cause the withdrawal or dismissal with prejudice of any claim Employee purports to waive under this Release.

6. **REVIEW PERIOD AND ADEA WAIVER REVOCATION PERIOD.**

a. ***Employee is advised to review this Release with Employee's personal attorney prior to executing and delivering it to Pierce Transit.*** Employee has twenty-one (21) days from receipt of this Release to consider it, after which time the offer of this Release shall expire and may no longer be accepted. Employee may accept before expiration of the twenty-one (21) days, in which case Employee shall waive the remainder of the consideration period. To accept, Employee must sign and cause the Release to be delivered to counsel for Pierce Transit. . Employee is advised to seek legal counsel of his choice.

b. Employee has waived, released, and forever discharged any claims, including, without limit, age discrimination under the Age Discrimination in Employment Act against Pierce Transit or any Released Party on account of Employee's employment or the termination thereof (the "**ADEA Waiver**"). Employee has a period of seven (7) calendar days after signing the Release to revoke only the federal Age Discrimination waiver and release contained in this Release, should Employee so desire. To revoke, Employee must cause to be delivered a written notice revoking Employee's acceptance of this Release to counsel for Pierce Transit. If Employee revokes the federal Age Discrimination waiver and release contained in this Release, the sum paid to him pursuant to Section 2.a. of this Release will be reduced to Ninety Five Thousand Dollars (\$95,000.00). Employee represents and warrants that he does not have any reason to assert any claim of age discrimination against Pierce Transit. This Release shall become effective on the eighth day after Employee signs the Release ("Effective Date"), provided that Employee has not revoked the Release and has cause the signed Release to be delivered to Pierce Transit's counsel.

7. **NO ADMISSION OF LIABILITY.** Employee agrees that nothing in this Release or the making or fulfillment of this Release shall ever be construed as an admission of any liability or wrongdoing by Pierce Transit to Employee or to any other party.

8. **OWNERSHIP OF CLAIMS.** Employee represents and warrants that Employee has not assigned, transferred, or granted, or purported to assign, transfer, or grant any claims, matters, demands, or causes of action waived, released, or, discharged under Release, and agrees to defend, indemnify, and hold harmless Pierce Transit from any and all costs, expenses, loss, or liability incurred as a consequence of any such assignment.

9. **NO RE-HIRE.** Employee agrees that he will not seek any further work, contract, and/or employment with Pierce Transit as it is presently constituted. If Employee applies for work, contract, and/or employment with Pierce Transit as it is presently constituted, Pierce Transit will reject his application(s) and Employee shall have no right to challenge such rejection in any forum.

10. **MEDIA ATTENTION AND COVERAGE.** Neither party may seek media attention or coverage of any sort (including social media) with respect to the subject of any claims or disputes giving rise to this Release or the subject of this Release. Nothing herein prohibits Pierce Transit or counsel for Employee from disclosing this Release if required by law.

11. **NON-DISPARAGEMENT.** Neither party will make any derogatory or disparaging statements about one another, without limitation, in any discussion with third parties, with the media, or

in any forum or manner. Nothing herein prohibits either party from testifying truthfully under oath or providing truthful information pursuant to an investigation involving potential violations of law. Pierce Transit will issue to LTC Sawin a general letter wishing him well as he seeks other opportunities, and confirming LTC Sawin's dates of employment, positions, and compensation history. Further, LTC Sawin's Settlement Agreement and its attachments shall be maintained by Pierce Transit separately from LTC Sawin's personnel file, and will be maintained in Pierce Transit's Legal or Risk Management Files as appropriate. Pierce Transit will not disclose LTC Sawin's personnel file without his express consent, unless required by law, and will afford all customary notices that Pierce Transit provides other employees or former employees regarding requests for personnel file information under the Washington Publics Records Act to disclose Employee's personnel file. .

12. **ENTIRE AGREEMENT.** This Release, and the Settlement Agreement to which it is attached, sets forth the entire understanding by and between Employee and Pierce Transit and supersedes any prior agreements or understandings, express or implied, pertaining to Employee's employment relationship with Pierce Transit or the termination of the employment relationship other than any Confidentiality Agreement that Employee has signed in favor of Pierce Transit. The parties expressly acknowledge that there are no oral or written collateral agreements, understandings, or representations between the parties other than as contained in this Release. Employee acknowledges that in executing this Release, Employee does not rely upon any oral or written representation or statement by any representative of Pierce Transit or any Released Party concerning the subject matter of this Release, except as expressly set forth in the text of this Release.

13. **SEVERABILITY.** The provisions of this Release are severable, and if any part is found to be unlawful or unenforceable, the other provisions of this Release shall remain fully valid and enforceable to the maximum extent consistent with applicable law. Any court or arbitrator having jurisdiction over such matters shall have the power to reform such unlawful or unenforceable provision to the extent necessary for such provision to be enforceable under applicable law.

14. **GOVERNING LAW; CONSENT TO JURISDICTION; ATTORNEYS FEES.** This Release shall be construed in accordance with and governed by the laws of the State of Washington. Any disputes arising in connection with the execution and/or operation of this Release shall be determined in the Pierce County Superior Court located in Tacoma, Washington, and the parties agree that personal jurisdiction and venue shall lie in such court in such location. The prevailing party in any such dispute shall be entitled the party's attorneys' fees and costs; except that this provision shall not apply to claims challenging the enforceability of the ADEA Waiver.

15. **EMPLOYEE'S KNOWING AND VOLUNTARY CONSENT.** Employee warrants and represents that Employee; (i) has carefully read this Release, knows its contents, and finds that it is written in a manner that Employee understands; (ii) has been advised to consult with and has discussed the Release and its effects with Employee's personal attorney at Employee's own cost, or has knowingly and voluntarily waived the right to do so; (iii) understands he is giving up all claims, damages, and disputes, including claims under the Age Discrimination in Employment Act, as amended, the Older Workers Benefit Protection Act, and other statutes, which may have arisen before the date of this Release; (iv) has had ample time to review and analyze this entire Release; and (v) has signed this Release as Employee's free and voluntary act, understanding its final and binding effect.

**EMPLOYEE**

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

\_\_\_\_\_  
Signature

Print Name: C. Van Sawin

confirming LTC Sawin's dates of employment, positions, and compensation history. Further, LTC Sawin's Settlement Agreement and its attachments shall be maintained by Pierce Transit separately from LTC Sawin's personnel file, and will be maintained in Pierce Transit's Legal or Risk Management Files as appropriate. Pierce Transit will not disclose LTC Sawin's personnel file without his express consent, unless required by law, and will afford all customary notices that Pierce Transit provides other employees or former employees regarding requests for personnel file information under the Washington Public Records Act to disclose Employee's personnel file.

12. **ENTIRE AGREEMENT.** This Release, and the Settlement Agreement to which it is attached, sets forth the entire understanding by and between Employee and Pierce Transit and supersedes any prior agreements or understandings, express or implied, pertaining to Employee's employment relationship with Pierce Transit or the termination of the employment relationship other than any Confidentiality Agreement that Employee has signed in favor of Pierce Transit. The parties expressly acknowledge that there are no oral or written collateral agreements, understandings, or representations between the parties other than as contained in this Release. Employee acknowledges that in executing this Release, Employee does not rely upon any oral or written representation or statement by any representative of Pierce Transit or any Released Party concerning the subject matter of this Release, except as expressly set forth in the text of this Release.

13. **SEVERABILITY.** The provisions of this Release are severable, and if any part is found to be unlawful or unenforceable, the other provisions of this Release shall remain fully valid and enforceable to the maximum extent consistent with applicable law. Any court or arbitrator having jurisdiction over such matters shall have the power to reform such unlawful or unenforceable provision to the extent necessary for such provision to be enforceable under applicable law.

14. **GOVERNING LAW; CONSENT TO JURISDICTION; ATTORNEYS FEES.** This Release shall be construed in accordance with and governed by the laws of the State of Washington. Any disputes arising in connection with the execution and/or operation of this Release shall be determined in the Pierce County Superior Court located in Tacoma, Washington, and the parties agree that personal jurisdiction and venue shall lie in such court in such location. The prevailing party in any such dispute shall be entitled the party's attorneys' fees and costs; except that this provision shall not apply to claims challenging the enforceability of the ADEA Waiver.

15. **EMPLOYEE'S KNOWING AND VOLUNTARY CONSENT.** Employee warrants and represents that Employee; (i) has carefully read this Release, knows its contents, and finds that it is written in a manner that Employee understands; (ii) has been advised to consult with and has discussed the Release and its effects with Employee's personal attorney at Employee's own cost, or has knowingly and voluntarily waived the right to do so; (iii) understands he is giving up all claims, damages, and disputes, including claims under the Age Discrimination in Employment Act, as amended, the Older Workers Benefit Protection Act, and other statutes, which may have arisen before the date of this Release; (iv) has had ample time to review and analyze this entire Release; and (v) has signed this Release as Employee's free and voluntary act, understanding its final and binding effect.

**EMPLOYEE**

Dated: 5/17/12

  
\_\_\_\_\_  
Signature  
Print Name: C. Van Sawin

FOR THE PIERCE COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA  
CORPORATION

Dated: 5/24/17

  
\_\_\_\_\_  
By Sue Dreier  
Title: Chief Executive Officer

EXHIBIT B TO SETTLEMENT AGREEMENT BETWEEN LTC C. Van Sawin  
and PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA  
CORPORATION



# YOUR RIGHTS UNDER USERRA

## THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

**USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.**

### REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

### RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service;

then an employer may not deny you:

- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

### HEALTH INSURANCE PROTECTION

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

### ENFORCEMENT

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its **website at <http://www.dol.gov/vets>**. An interactive online USERRA Advisor can be viewed at **<http://www.dol.gov/elaws/userra.htm>**.
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <http://www.dol.gov/vets/programs/userra/poster.htm>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.



**U.S. Department of Labor**  
**1-866-487-2365**



**U.S. Department of Justice**



**Office of Special Counsel**



**1-800-336-4590**

Publication Date—July 2008

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EXHIBIT C TO SETTLEMENT AGREEMENT BETWEEN LTC C.  
VAN SAWIN AND THE PIERCE COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA CORPORATION

**COMPLAINT AND STIPULATED/CONFESSION OF JUDGMENT RE:  
[INJUNCTIVE AND/OR OTHER] RELIEF AND [PROPOSED] ORDER  
ENTERING A PRELIMINARY INJUNCTION**

UNITED STATES ATTORNEY  
700 STEWART STREET, SUITE 5220  
SEATTLE, WASHINGTON 98101  
(206) 553-7970

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UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

LTC C. VAN SAWIN,  
  
Plaintiff,  
  
v.  
  
PIERCE COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA  
CORPORATION,  
  
Defendant.

Civil Action No. \_\_\_-cv-\_\_\_

**COMPLAINT AND  
STIPULATED/CONFESSION OF  
JUDGMENT RE: [INJUNCTIVE]  
[AND/OR OTHER] RELIEF AND  
[PROPOSED] ORDER ENTERING A  
PRELIMINARY INJUNCTION**

**I. COMPLAINT**

**A. PARTIES AND JURISDICTION**

1. The parties to this Complaint and Stipulated/Confession of Judgment for [Injunctive] [and/or Other] Relief (“Stipulated Judgment”) are Plaintiff, LTC C. Van Sawin (“LTC Sawin”), and Defendant, The Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”), who stipulate as follows.

2. This Court has personal jurisdiction over Pierce Transit and venue is proper under 38 U.S.C. § 4323(c)(2) and 28 U.S.C. § 1391(b) because Pierce Transit is

**COMPLAINT AND STIPULATED/CONFESSION OF JUDGMENT RE:  
[INJUNCTIVE AND/OR OTHER] RELIEF AND [PROPOSED] ORDER  
ENTERING A PRELIMINARY INJUNCTION**

UNITED STATES ATTORNEY  
700 STEWART STREET, SUITE 5220  
SEATTLE, WASHINGTON 98101  
(206) 553-7970



1 provide appropriate relief, after discovery, to any person who was harmed by Pierce  
2 Transit's failure to comply with Section 4 of the Settlement Agreement (non-retaliation).]

3 10. [Payment of the Settlement sum is now overdue and is subject to judgment.

4 11. Pierce Transit has agreed to enter into a Confession of Judgment, pursuant  
5 to chapter 4.60 RCW, in the gross sum of \_\_\_\_\_, subject to normal wage  
6 withholdings and deductions, to LTC Sawin in accordance with the terms of the  
7 Settlement Agreement.

8 12. Pierce Transit acknowledges the debt in the gross sum of \_\_\_\_\_,  
9 subject to normal wage withholdings and deductions, to LTC Sawin consents to and  
10 authorizes the entry of judgment in favor of LTC Sawin for the gross sum of  
11 \_\_\_\_\_, subject to normal wage withholdings and deductions.

12 13. This Confession of Judgment shall automatically be terminated, null and  
13 void upon payment of the sum due to LTC Sawin in full.]

14 14. Therefore, the parties agree to entry of the subjoined Proposed Order and  
15 Preliminary Injunction.

16 **II. THE SCOPE OF THE PROPOSED STIPULATED ORDER**  
17 **AND PRELIMINARY INJUNCTION**

18 15. The Order and Preliminary Injunction will be binding and enforceable  
19 against Pierce Transit (including successors in interest). Pierce Transit is required to  
20 comply with Section(s) \_\_\_ of the Settlement Agreement within ten business days of the  
21 entry of the Proposed Order [or to provide appropriate relief, after discovery, to any  
22 person who was harmed by Pierce Transit's failure to comply with Section 4 of the  
23 Settlement Agreement (non-retaliation)].

24 18. Pierce Transit stipulates that this Court retains jurisdiction over this matter  
25 for the purpose of entering appropriate orders enforcing the Stipulated Order and  
26 Preliminary Injunction.

27  
28 **COMPLAINT AND STIPULATED/CONFESSION OF JUDGMENT RE:  
[INJUNCTIVE AND/OR OTHER] RELIEF AND [PROPOSED] ORDER  
ENTERING A PRELIMINARY INJUNCTION**

UNITED STATES ATTORNEY  
700 STEWART STREET, SUITE 5220  
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1 19. The effective date of the Order shall be the date upon which it is entered by  
2 the Court.

3 21. The terms of the Order shall expire without further action from the Court  
4 one (1) year from the date of entry of the Order and judgment dismissing this lawsuit.

5 22. Either party may move the Court to extend the expiration date of the Order  
6 for good cause shown.

7  
8 Dated this \_\_\_th day of April 2017.

9 By:

10 Respectfully submitted and presented by,

11 ANNETTE L. HAYES  
12 United States Attorney

K&L GATES L.L.P.

13 /s/

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/s/

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21 ATTORNEYS FOR LTC SAWIN

ATTORNEYS FOR PIERCE TRANSIT

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27  
28 **COMPLAINT AND STIPULATED/CONFESSION OF JUDGMENT RE:  
[INJUNCTIVE AND/OR OTHER] RELIEF AND [PROPOSED] ORDER  
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1                   **III. [PROPOSED] ORDER AND PRELIMINARY INJUNCTION**

2                   The foregoing Stipulated Order and Preliminary Injunction is hereby accepted,  
3 ordered and entered by the Court.

4                   Dated this \_\_\_ day of 20\_\_.

5 \_\_\_\_\_

6                   Honorable \_\_\_\_\_

7                   United States District Court Judge  
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28 **COMPLAINT AND STIPULATED/CONFESSION OF JUDGMENT RE:  
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