

Ex. 1

The Honorable Richard A. Jones
United States District Court

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MALIK TUCKER and
REGINALD WILLIAMS,
Plaintiffs,
vs.
KING COUNTY,
WASHINGTON,
Defendant.

No. 2:24-cv-00002-RAJ
**CLASS ACTION SETTLEMENT
AGREEMENT**

Malik Tucker and Reginald Williams (“Named Plaintiffs”), on behalf of the Settlement Class Members (collectively, the “Plaintiffs”), and Defendant King County (the “County”) (the Plaintiffs and the County together, the “Parties”), by and through their respective counsel, agree and stipulate as follows:

1. DEFINITIONS

1.1. “Additional Compensable Detention Hour” means each full hour of detention beyond 48 without a probable cause determination. For example, if a Settlement Class Member was detained for 48 hours and 30 minutes without a probable cause determination, the Settlement Class Member will be credited with zero (0) Additional Compensable Detention Hours. If the Settlement Class Member was detained for 49 hours and 30 minutes without a probable cause determination, the Settlement Class Member will be credited with one (1) Additional Compensable Detention Hour.

1.2. “Action” means the above-captioned matter, Case No. 2:24-cv-00002-

1 RAJ, pending in the United States District Court for the Western District of
2 Washington.

3 1.3. “Claim Form” means the form which Class Members must submit to
4 qualify for payment from the Settlement Fund.

5 1.4. “Claims Period” means the period during which a Settlement Class
6 Member may submit a Claim Form. The Claims Period begins when the Court enters
7 its Final Approval Order and ends at midnight, 180 calendar days later. Valid claims
8 submitted before the Claims Period shall be deemed timely and will be processed
9 during the Claims Period after entry of the Final Approval Order. No payment shall
10 be made to Settlement Class Members until the Court enters the Final Approval
11 Order. Either Party may extend the Claims Period for a period not to exceed 270
12 calendar days after entry of the Final Approval Order with written notice to the other
13 Party and to the Court providing a basis for such extension. The Parties may, by
14 written agreement of the Parties, further extend the Claims Period.

15 1.5. “Class Counsel” means Akeeb Dami Animashaun; Ezra Ritchin; Sadé
16 A. Smith (Smith Law LLC); Michael Zhang (Qiu-Qiu Law); Shakeer Rahman (Law
17 Office of Shakeer Rahman)

18 1.6. “Class Notice” means the written notice to the Eligible Settlement
19 Class Members. The Class Notice shall include the general terms of the Settlement
20 Agreement, the date by which any objections or opt-out notices must be mailed to the
21 Settlement Administrator, and the date of the Final Approval Hearing. The Class
22 Notice shall conform to all applicable requirements of the Federal Rules of Civil
23 Procedure, due process, and any other applicable law. The Class Notice shall be in the
24 manner and form approved by this Court.

25 1.7. “County Released Parties” means the Defendant King County, King
26 County Council, and all County agents, employees, departments, and elected officials.

1.8. “Eligible Settlement Class” is defined as All persons who were
detained by King County for more than 48 hours without a probable cause hearing or
a warrant for their arrest at any time between January 2, 2021, and April 23, 2025.

1.9. The “Settlement Class” consists of all persons who meet the criteria in

1 paragraph 1.8, above, excluding those who elect to opt out of, or exclude themselves,
2 from the Settlement Class by the Opt-Out Deadline.

3 1.10. “Settlement Class Members” or “Class Members” means all persons in
4 the Settlement Class.

5 1.11. “Final Approval Hearing” means the hearing at which this Court
6 determines whether the terms of the Settlement Agreement are fair, reasonable, and
7 adequate, and whether to approve them.

8 1.12. “Final Approval Order” means the order of this Court entering final
9 approval of the Settlement Agreement as fair, reasonable, and adequate.

10 1.13. “Jail” means the King County Department of Adult and Juvenile
11 Detention (“DAJD”): King County Correctional Facility (Seattle jail) and Maleng
12 Regional Justice Center (Kent jail) .

13 1.14. “Named Plaintiffs” means Reginald Williams and Malik Tucker.

14 1.15. “Notice Date” means the date upon which the Settlement
15 Administrator mails the Class Notice to Eligible Settlement Class Members.

16 1.16. “Objection Date” means the deadline for any Eligible Settlement
17 Class Member to file and serve written objections to the Settlement. The Objection
18 Date is 60 calendar days after the Notice Date.

19 1.17. “Opt-Out Deadline” means the deadline for any Eligible Settlement
20 Class Member to file and serve a written request for exclusion from the Settlement.
21 The Opt-Out Deadline is 45 calendar days after the Notice Date.

22 1.18. “Plaintiffs” refers collectively to both the Named Plaintiffs and
23 Settlement Class Members.

24 1.19. “Settlement” or “Settlement Agreement” means the agreement by the
25 Parties to resolve the Action. The “Settlement” or “Settlement Agreement”
26 memorializes the terms of that agreement.

1.20. “Settlement Administrator” means the qualified party selected by the
Plaintiffs to administer the Settlement Agreement. The Preliminary Approval Order
shall identify the Settlement Administrator to administer the Settlement Fund.

1.21. “Settlement Fund” means the qualified settlement account where the

1 Settlement Sum shall be placed at a federally insured financial institution.

2 1.22. "Settlement Sum" means \$1,600,000.00. The Settlement Sum
3 includes all payments to Settlement Class Members, the costs of settlement notice
4 and administration, attorneys' fees and costs, and Named Plaintiffs' Incentive
Awards.

5 **2. RECITALS**

6 WHEREAS, Named Plaintiffs, on behalf of themselves and others similarly
7 situated, filed the above-captioned class action lawsuit against the County on
8 January 2, 2024, alleging that the County violated the Fourth Amendment to the
9 United States Constitution by failing to provide them a timely probable cause
determination after their warrantless arrest;

10 WHEREAS, the County denies any and all wrongdoing or liability of any kind
11 for any conduct alleged in this Action;

12 WHEREAS, the Parties and their counsel have conducted a thorough
13 examination and investigation of the facts and law relating to the Action;

14 WHEREAS, with the assistance of the mediator Hon. Paris K. Kallas (Ret.),
15 the Parties have concluded that settlement is desirable to avoid the time, expense, and
16 inherent uncertainties of protracted litigation and to resolve, finally and completely,
17 all pending and potential claims that were asserted, or that could have been asserted,
in this Action;

18 WHEREAS, on April 23, 2025, the Parties attended formal settlement
19 conferences with Hon. Paris K. Kallas and after extensive arms-length negotiations,
20 the Parties reached this Settlement Agreement;

21 WHEREAS, Named Plaintiffs and Class Counsel believe that this Settlement
22 Agreement is fair, reasonable, adequate, and in the best interest of the Settlement
Class;

23 NOW, THEREFORE, the Parties, in consideration of the mutual agreements
24 contained in this Settlement Agreement, the sufficiency and receipt of which are

1 hereby acknowledged, and in further consideration of Plaintiffs’ reliance upon the
2 good faith representations and submissions made to it by the County, the Parties,
3 intending to be legally bound, agree to the terms and conditions below.

4 **3. SETTLEMENT TERMS**

5 **3.1. Preliminary Certification of the Settlement Class**

6 3.1.1. The Parties stipulate, for settlement purposes only, the certification
7 of the Settlement Class.

8 3.1.2. Named Plaintiffs Reginald Williams and Malik Tucker are the class
9 representatives for the Settlement Class.

10 3.1.3. The Settlement Class excludes the following: All persons who meet
11 the criteria of the Settlement Class, but have timely elected to opt out of or exclude
12 themselves from the Settlement Class by the Opt-Out Deadline.

13 3.1.4. Solely for the purpose of implementing this Settlement Agreement
14 and effectuating the Settlement, the County stipulates that this Court may enter
15 an Order preliminarily certifying the Settlement Class, appointing Named
16 Plaintiffs as representatives of the Settlement Class, and appointing as Class
17 Counsel for the Settlement Class:

18 Akeeb Dami Animashaun
19 355 S. Grand Ave, Suite 2450
20 Los Angeles, CA 90071
21 dami@animashaun.me

22 Ezra Ritchin
23 367 St. Marks Ave, #1132
24 Brooklyn, NY 11238
25 ezraritchin@gmail.com

26 Michael Zhang, WSBA #60933
27 Qiu-Qiu Law
28 5020 Martin Luther King Jr. Blvd, Ste S
29 Portland, OR 97211
30 michael@qiu-qiulaw.com

31 Sadé A. Smith, WSBA #44867
32 Smith Law LLC
33 3250 Airport Way S, Suite 415

1 Seattle, WA 98134
2 sade@thesmithlaw.com

3 Shakeer Rahman
4 CA Bar No. 332888
5 838 E 6th Street
6 Los Angeles, CA 90021
7 shakeer@loosr.net

8 3.1.5. Solely for the purpose of implementing this Settlement Agreement
9 and effectuating the Settlement, the Parties stipulate that American Legal Claim
10 Services, LLC shall be Claims Administrator.

11 3.1.6. Solely for purposes of implementing this Settlement Agreement and
12 effectuating the Settlement, the County stipulates that the Settlement Class
13 satisfies the numerosity, commonality, typicality, adequacy, predominance, and
14 superiority requirements of Federal Rule of Civil Procedure 23(a) and 23(b)(3).

15 **3.2. Settlement Fund and Distribution**

16 3.2.1. The County shall be responsible for funding the Settlement Fund in
17 the amount of \$1,600,000.00. The Settlement Fund will pay for the following: (i)
18 the notice and administration costs actually incurred by the Settlement
19 Administrator, as described in Paragraph 3.2.2.1; (ii) the Incentive Award to
20 Named Plaintiffs, as described in Paragraph 3.2.2.2 (iii) all Attorneys' Fees and
21 Costs, as described in Paragraph 3.2.2.3; and (iv) all valid claims of Settlement
22 Class Members, as described in Paragraphs 3.2.3 and 3.2.4.

23 3.2.2. **Settlement Administration Costs, Named Plaintiffs' Incentive
24 Awards, and Attorneys' Fees.** \$500,000.00 of the Settlement Fund will be
25 allocated to settlement administration costs, Named Plaintiff's incentive award,
26 and attorney's fees and litigation costs.

3.2.2.1. Notice and Settlement Costs. All costs associated with providing
Class Notice and administering the Settlement and the Settlement
Fund—including all costs and fees incurred by the Settlement
Administrator—shall be paid from the Settlement Fund, up to a
maximum of \$50,000.00. If the total costs and fees exceed \$50,000.00,
the Parties shall jointly petition the Court for approval to pay the excess

1 amount from the Settlement Fund. Any third party engaged to assist
2 with settlement administration will be paid out of the Settlement Fund,
3 on an as-accrued basis, following the Preliminary Approval Date,
4 provided the Settlement Administrator provides an accounting of such
costs and fees to the Parties on an as-accrued basis.

5 3.2.2.2. **Named Plaintiffs' Incentive Awards.** Class Counsel will petition the
6 Court for approval of an incentive award for Named Plaintiffs in the
7 amount of \$5,000.00 each, for a total of \$10,000.00. The County will not
8 oppose the request for this Incentive Award. Named Plaintiffs may
9 make additional claims on the Settlement Fund, consistent with the
10 claims allowed to other Settlement Class Members and detailed in
11 Paragraphs 3.2.3.

12 3.2.2.3. **Attorney's Fees, Costs, and Expenses.** The remainder of the
13 \$500,000.00 will be allocated to Class Counsel as reimbursement for any
14 and all attorney's fees, costs, and expenses incurred on behalf of any
15 Class Member and shall be subject to the Court's approval. The County
will not oppose Class Counsel's request for attorney's fees, costs, and
16 expenses from the remainder of the \$500,000.00. There shall be no other
17 allocation for attorney's fees, costs, and expenses.

18 3.2.2.4. Any amount of the \$500,000.00 not approved by the Court for
19 attorney's fees, costs, Notice and Settlement Costs, and Named
20 Plaintiffs' incentive award, will be added to the Settlement Fund.

21 3.2.2.5. ***Claims Process and Payment to Settlement Class Members.***
22 \$1,100,000.00 of the Settlement Fund will be allocated to pay Settlement
23 Class Members. Payments to Settlement Class Members, who submit
24 timely and valid Claim Forms. Payment shall be calculated as follows:

25 3.2.2.5.1. Settlement Class Members who were arrested without a
26 warrant but were also detained pursuant to a warrant in an
unrelated matter shall be entitled only to nominal damages, even
if they did not receive a probable cause determination within 48

1 hours of the warrantless arrest. Such individuals shall receive a
2 payment of \$150.00 as compensation.

3 3.2.2.5.2. All other Settlement Class Members shall receive a base
4 payment of \$1,500.00 and a point for each Additional
5 Compensable Detention Hour.

6 3.2.2.5.3. After the amounts specified in Paragraphs 3.2.2.5.1 and
7 3.2.2.5.2 have been deducted, the remaining balance of the
8 \$1,100,000.00 shall be distributed among the Settlement Class
9 Members who received points under Paragraph 3.2.2.5.2, in
10 equal proportion to the number of points each Settlement Class
11 Member received.

12 3.2.3. **Redistribution of Remaining Funds.** If the funds allocated to pay
13 Settlement Class Members are not exhausted by the end of the Claims Period, the
14 remaining funds will be designated as Residual Funds. The Settlement
15 Administrator will distribute the Residual Funds on a pro rata basis to Settlement
16 Class Members who submitted a Claims Form during the Claims Period.

17 4. NOTICE PROCESS

18 4.1. The Parties shall adhere to the timeline set forth in the Material
19 Term Sheet, dated April 23, 2025, regarding identifying Eligible Settlement Class
20 Members. (See Ex. 1 at 2-3)

21 4.2. After Eligible Class Members are identified, the County will provide
22 the list of Eligible Class Members to the Department of Adult and Juvenile Detention
23 (“DAJD”) and the Prosecuting Attorney’s Office (“PAO”). DAJD and PAO will search
24 for the most recent booking of each Eligible Class Member and the County shall
25 provide the date of birth, social security number, address last known to the County,
26 and phone number last known to the County if that information is available. The
information shall be used solely for purposes of this Action (including locating Eligible
Class Members and complying with the reporting requirements for the IRS when
payment is issued to Settlement Class Members) and shall not be made publicly
available.

1 4.3. Within 45 calendar days of receiving the Preliminary Approval
2 Order, the Settlement Administrator shall provide Class Notice to each Eligible
3 Settlement Class Member. The Class Notice shall be translated into Spanish for
4 distribution. The County shall provide notice as required by the Class Action
Fairness Act (28 U.S.C. §§ 1711-1715) to appropriate officials.

5 4.4. Class Members shall have 45 calendar days after the Notice Date to
6 mail their respective objection to or opt-out of the Settlement to the Settlement
7 Administrator, following the procedure set forth in the Class Notice.

8 **5. PROCEDURE FOR IMPLEMENTATION OF SETTLEMENT AGREEMENT**

9 5.1. **Preliminary Approval.** Plaintiffs shall file a motion for
10 Preliminary Approval of this Settlement Agreement and request that this Court enter
a Preliminary Approval Order.

11 5.2. **Final Approval.** Within 90 calendar days after the Court issues its
12 Preliminary Approval Order, the Parties will jointly request that this Court hold a
13 Final Approval Hearing. The Parties shall jointly request that, at the Final Approval
14 Hearing, this Court approve the Settlement, issue the Final Approval Order, and
enter the Final Judgment.

15 5.3. **Cure.** In the event that the Court fails to issue either the
16 Preliminary or Final Approval Order or the Final Judgment, the Parties agree to use
17 their best efforts, consistent with this Settlement Agreement, to cure any defect
identified by the Court within 14 business days or as otherwise ordered by the Court.

18 **6. GENERAL RELEASE**

19 6.1. **Release**

20 6.1.1. Upon the Effective Date, Named Plaintiffs, for themselves and on
21 behalf of the Settlement Class Members, shall be deemed to have fully, finally, and
22 forever waived any and all claims that Plaintiffs had, have, or may have against
any of the County Released Parties arising from the over-detention alleged in this
23 Action.

24 6.1.2. Plaintiffs acknowledge and agree that this Settlement Agreement

1 shall inure to the benefit of each of the County Released Parties and shall be
2 binding upon Plaintiffs' successors and assigns.

3 6.1.3. Upon the Effective Date, the County, for itself and each of its
4 respective agents, departments, and elected officials, shall be deemed to have
5 fully, finally, and forever waived any and all claims that the County had, have, or
6 may have against Plaintiffs, arising from the events alleged in this Action.

7 6.1.4. The County acknowledges and agrees that this Settlement
8 Agreement shall inure to the benefit of each of the Plaintiffs and shall be binding
9 upon the County's successors and assigns.

10 6.2. No Admissions; No Evidentiary Effect

11 6.2.1. Plaintiffs acknowledge and agree that this Settlement Agreement is
12 given and accepted as part of a compromise and settlement of disputed claims.
13 Plaintiffs further acknowledge and agree that the acceptance of this Settlement
14 Agreement by any of the County Released Parties shall not be construed or
15 deemed to be an admission of any fact, matter, or thing, including but not limited
16 to liability in this or any other litigation. Neither this Settlement Agreement nor
17 any of its terms shall be offered or received as evidence in any proceeding in any
18 forum as an admission of any liability or wrongdoing on the part of any of the
19 County Released Parties.

20 7. MISCELLANEOUS PROVISIONS

21 7.1. This Settlement Agreement is subject to the approval of this Court
22 as provided in Federal Rule of Civil Procedure 23(e).

23 7.2. The Parties (a) acknowledge that it is their intent to consummate the
24 settlement set forth in this Settlement Agreement, and (b) agree to cooperate to the
25 extent reasonably necessary to effectuate and implement all terms and conditions of
26 this Settlement Agreement and to exercise their best efforts to accomplish and
effectuate the terms and conditions of the Settlement Agreement. If any portion or
provision of this Settlement Agreement is found to be illegal, invalid, unenforceable,
nonbinding, or otherwise without legal force or effect, the remaining portion(s) will
remain in force and be fully binding.

1 7.3. This Settlement Agreement constitutes the entire agreement among
2 the Parties and no representations, warranties, or inducements have been made to
3 any Party concerning this Settlement Agreement other than the representations,
4 warranties, and covenants contained and memorialized herein and in such
5 documents.

6 7.4. The Parties agree that the terms of this Settlement Agreement are
7 contractual, and not merely recital, and constitute a fully binding and complete
8 agreement between Plaintiffs and the County with regard to its subject matter. This
9 Settlement Agreement supersedes any and all prior agreements of or between the
10 Parties. This Settlement Agreement may not be amended, except by a written
11 instrument executed by or on behalf of an authorized representative of Class Counsel
12 for the Plaintiffs and an authorized representative of the County. Named Plaintiffs
13 expressly authorize Class Counsel, on behalf of the Settlement Class, to take all
14 appropriate action required or permitted to be taken by the Settlement Class
15 pursuant to this Settlement Agreement to effectuate its terms and also is expressly
16 authorized to enter into any amendments to the Settlement Agreement on behalf of
17 the Settlement Class.

18 7.5. Each person executing this Settlement Agreement or any of its
19 exhibits on behalf of any Party hereto hereby warrants that they have the full
20 authority to do so. Named Plaintiffs hereby acknowledge that they have been
21 represented by Class Counsel of their choice throughout the negotiation, preparation,
22 and execution of this Settlement Agreement. Named Plaintiffs acknowledge and
23 agree that they have executed this Settlement Agreement voluntarily, without
24 coercion or duress of any kind, and on the advice of their counsel.

25 7.6. This Settlement Agreement was drafted with substantial review and
26 input by all Parties and their counsel, and no reliance was placed on any
representations other than those contained herein. Hence, in any construction to be
made of this Settlement Agreement, its provisions shall not be construed for or
against either party based on which party drafted them. The Parties agree that this
Settlement Agreement shall be construed by its own terms, and not by referring to,

1 or considering, the terms of any other settlement, and not by any presumption against
2 the drafter.

3 7.7. This Settlement Agreement shall be deemed to have been entered
4 into in King County, Washington, and all questions of validity, interpretation, or
5 performance of any of its terms or of any rights or obligations of the Parties to this
6 Settlement Agreement shall be governed by Washington law. The Parties agree that
7 the United States District Court for the Western District of Washington shall retain
8 jurisdiction over this matter to enforce this Settlement Agreement.

9 7.8. This Settlement Agreement may be executed in counterparts, each
10 of which will be deemed to be an original, and all of which taken together shall
11 constitute a single instrument. This Settlement Agreement may be executed by an
12 original signature, signature by facsimile, or electronic signature, all of which shall
13 be deemed to be the same as an original signature.

14 7.9. The Parties hereto agree to perform such acts and to execute such
15 documents as are necessary to carry out the provisions and purposes of this
16 Settlement Agreement.

17 7.10. The funds in the Escrow Account shall be deemed a "qualified
18 settlement fund" within the meaning of United States Treasury Reg. § 1.468B-
19 1 at all times, since creation of the Escrow Account. All taxes (including any
20 estimated taxes, and any interest or penalties relating to them) arising with
21 respect to the income earned by the Escrow Account or otherwise, including
22 any taxes or tax detriments that may be imposed upon Defendant, Defendant's
23 counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the
24 Escrow Account for any period during which the Escrow Account does not
25 qualify as a "qualified settlement fund" for the purpose of federal or state
26 income taxes or otherwise (collectively "Taxes"), shall be paid out of the Escrow
Account. Defendant and Defendant's counsel and Plaintiffs and Class Counsel
shall have no liability or responsibility for any of the Taxes. The Escrow
Account shall indemnify and hold Defendant and Defendant's counsel and
Plaintiffs and Class Counsel harmless for all Taxes (including, without

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limitation, Taxes payable by reason of any such indemnification).

NOW, THEREFORE, the foregoing terms are hereby **STIPULATED AND AGREED**, by and between the Parties, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

Dated: July <u>25</u> , 2025	By: <u>Malik Tucker</u> MALIK TUCKER Named Plaintiff
Dated: July <u>24</u> , 2025	By: <u>Reginald Williams</u> <small>Reginald Williams (Jul 24, 2025 17:49:00 EDT)</small> REGINALD WILLIAMS Named Plaintiff
Dated: July <u>24th</u> , 2025	By: <u>Dami Animashaun</u> <small>Dami Animashaun (Jul 24, 2025 16:59:44 EDT)</small> AKEEB DAMI ANIMASHAUN EZRA RITCHIN MICHAEL ZHANG SADÉ SMITH SHAKEER RAHMAN Attorneys for Plaintiffs
Dated: July 24 th , 2025	By: <u>Leo Jung</u> <small>Signed by: A288440963E471</small> LEO JUNG On Behalf of Defendant
Dated: July 24 th , 2025	By: <u>Amy Montgomery</u> AMY MONTGOMERY RICH ANDERSON Attorney for Defendant