

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
for the WESTERN DISTRICT OF WASHINGTON

FRANK BONNIN,

Plaintiff,

v.

SMALLTOWNPAPERS, INC.,

Defendant.

Case No. 2:08-cv-1261-RAJ

**CONSENT DECREE & JUDGMENT**

This matter is before the Court on the parties' stipulated motion for entry of their consent decree (Dkt. # 9). The court has reviewed the consent decree, and finds it appropriate for entry as the judgment of this court. Accordingly, the court GRANTS the motion and enters the following consent decree and judgment.

1. Plaintiff Frank Bonnin ("Bonnin") commenced this action in the United States District Court for the Western District of Washington, Seattle Division, alleging that defendant SmallTownPapers, Inc. ("SmallTownPapers"), violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 *et seq.* ("USERRA") by terminating Bonnin because of his military service.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

2. As a result of settlement discussions, Bonnin and SmallTownPapers (collectively, the "parties") have resolved their dispute and have agreed that this action should be settled by entry of this Consent Decree ("Decree"). It is the intent of the parties that this Decree be a final and binding settlement in full disposition of any and all claims alleged in the Complaint filed in this action. By Bonnin's signature to both this Decree and the "Release of all Claims" attached to the parties' originally filed consent decree (Dkt. # 9-3) as Appendix A, Bonnin has indicated his acceptance of the terms of this Decree.

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**STIPULATIONS**

3. The parties acknowledge the jurisdiction of the United States District Court for the Western District of Washington, Seattle Division over the subject matter of this action and of the parties to this action for the purpose of entering and, if necessary, enforcing this Decree.

4. Venue is proper in this district for purposes of entering this Decree and any proceedings related to this Decree. SmallTownPapers agrees that all conditions precedent to the institution of this action have been fulfilled.

**FINDINGS**

5. Having examined the provisions of this Decree, the Court finds the following:

- a. The Court has jurisdiction over the subject matter of this action and the parties to this action.
- b. The terms and provisions of this Decree are lawful, fair, reasonable and just. The rights of the parties are adequately protected by this Decree.
- c. This Decree conforms with the Federal Rules of Civil Procedure and USERRA, and is not in derogation of the rights and privileges of any person. The entry of the Decree will further the objectives of USERRA and will be in the best interest of the parties.

1  
2  
3 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS**  
4 **FOLLOWS:**

5  
6  
7  
8 **NON-ADMISSION**

9  
10 6. This Decree is being entered with the consent of the parties, and shall not  
11 constitute an adjudication or finding on the merits of the action or be construed as an admission  
12 by SmallTownPapers of any violations of USERRA.  
13

14  
15 **NON-RETALIATION**

16 7. SmallTownPapers shall not take any action against any person, including but not  
17 limited to Bonnin, that constitutes retaliation or interference with the exercise of such person's  
18 rights under USERRA because such person gave testimony, provided assistance or participated in  
19 any manner in any investigation or proceeding in connection with this action.  
20

21  
22 **REMEDIAL RELIEF**

23 8. SmallTownPapers shall pay Bonnin \$52,500.00 in back pay and accumulated  
24 interest, less the required employee withholdings and contributions on the back pay award as  
25 required by law. SmallTownPapers shall pay all monies withheld from this back pay award to the  
26 appropriate governmental agencies. SmallTownPapers shall also separately pay the appropriate  
27 employer's contribution to the Social Security fund due on each installment of the back pay  
28 award, *i.e.*, the employer's contribution shall not be deducted from the back pay award to Bonnin.  
29 SmallTownPapers shall pay Bonnin the back pay and accumulated interest pursuant to the  
30 following schedule:

- 31  
32 (a) \$10,500.00 within thirty (30) calendar days from the date of entry of this Decree;  
33  
34 (b) \$10,500.00 within one hundred and twenty (120) calendar days from the date of  
35  
36 entry of this Decree;

1 (c) \$10,500.00 within two hundred and ten (210) calendar days from the date of entry  
2 of this Decree;

3  
4 (d) \$10,500.00 within three hundred (300) calendar days from the date of entry of this  
5 Decree; and

6 (e) \$10,500.00 within three hundred and ninety (390) calendar days from the date of  
7 entry of this Decree.  
8

9 9. SmallTownPapers shall pay all monies by certified check to Bonnin, sent by  
10 Federal Express (or other standard overnight delivery) to the following address:

11 Frank Bonnin  
12 2765 SE Arthur Court  
13 Port Orchard, WA 98367

14 On the same day that SmallTownPapers mails each certified check to Bonnin, SmallTownPapers  
15 shall provide written confirmation of that fact to the following counsel for Bonnin by facsimile  
16 and Federal Express (or other standard overnight delivery) to:

17 Karen D. Woodard  
18 Deputy Chief  
19 Varda Hussain  
20 Trial Attorney  
21 Employment Litigation Section  
22 Civil Rights Division  
23 950 Pennsylvania Ave, N.W.  
24 Washington, D.C  
25 Facsimile: (202) 514-1005

26 **RETENTION OF JURISDICTION,**  
27 **DISPUTE RESOLUTION AND COMPLIANCE**

28 10. The entry of this Decree constitutes the entry of final judgment within the  
meaning of Rule 54 of the Federal Rules of Civil Procedure on all claims asserted in or that could  
have been asserted by Bonnin in this action. The Court, however, shall retain jurisdiction over

1 this action and shall have all available equitable powers, including injunctive relief, to enforce this  
2 Decree.  
3

4 11. Upon motion of either party, the Court may schedule a hearing for the purpose of  
5 reviewing compliance with this Decree. The parties shall engage in good faith efforts to resolve  
6 any dispute concerning compliance prior to either or both seeking review by the Court. In the  
7 event of a dispute, the parties shall give notice to each other ten (10) calendar days before moving  
8 for review by the Court. The parties may conduct expedited discovery under the Federal Rules of  
9 Civil Procedure for the purpose of determining compliance with this Decree.  
10

11 **EXPIRATION OF THIS DECREE**

12 12. This Decree shall expire upon verification by the parties to the Court that  
13 SmallTownPapers has paid to Bonnin all monies ordered by this Decree and that  
14 SmallTownPapers has otherwise complied with this Decree.  
15

16 **MISCELLANEOUS**

17 13. The parties shall bear their own costs and expenses in this action, including  
18 attorneys' fees.  
19

20 14. If any provision of this Decree is found to be unlawful, only the specific provision  
21 in question shall be affected and the other provisions shall remain in full force and effect.


22 15. The terms of this Decree are and shall be binding upon the heirs, successors,  
23 future owners and assigns of SmallTownPapers.  
24

25 16. This Decree constitutes the entire agreement and commitments of the parties.  
26 Any modifications to this Decree must be mutually agreed upon and memorialized in writing  
27 signed by Bonnin and SmallTownPapers.  
28

//

1  
2  
3 17. The effective date of this Decree shall be the date upon which it is entered by the  
4 Court.

5 APPROVED and ORDERED this 26th day of February, 2009.

6  
7  
8   
9 The Honorable Richard A. Jones  
United States District Judge

10  
11  
12 Signatures of parties omitted by court.  
13 See original consent decree (Dkt. # 9-3) for  
14 signatures.