

FILED
DEC 04 2025

Billie A. Maggard
YAKIMA COUNTY CLERK

**STATE OF WASHINGTON
YAKIMA COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

No. **25 2 0 4 4 5 4 3 9**

Plaintiff,

CONSENT DECREE

v.

SHINN & SON, INC.,

(CLERK'S ACTION REQUIRED)

Defendant.

I. INTRODUCTION

1.1. The State of Washington, by and through its attorneys, Nicholas W. Brown, Attorney General, and Diane Lopez, Assistant Attorney General filed this action against Shinn & Son, Inc., (Shinn & Son) to enforce the Consumer Protection Act (CPA), RCW 19.86.020, and the Washington Law Against Discrimination (WLAD), RCW 49.60.030 and RCW 49.60.180.

1.2. Shinn & Son is a Washington for profit corporation in the business of growing, and harvesting, hops, corn, hemp, and pumpkin.

1.3. At all relevant times, Shinn & Son has had fifteen (15) or more employees and has been an "employer" within the meaning of RCW 49.60.040(11).

1.4. The State alleges that Shinn & Son violated the CPA when it engaged in unfair and/or deceptive acts or practices in the conduct of trade or commerce in violation of the CPA, RCW 19.86.020. Shinn & Son denies these allegations.

1.5. The State further alleges that Shinn & Son engaged in violations of the WLAD, RCW 49.60.030(1)(a) and RCW 49.60.180(2)–(3), by refusing to hire, discharging or barring from employment, or otherwise discriminating against persons in the terms or conditions of employment, because of citizenship or immigration status and sex. Shinn & Son denies these allegations.

1.6. Nothing in this Consent Decree shall be construed as an admission that Shinn & Son engaged in any of the alleged conduct or any illegal employment practices of any kind.

1.7. The parties agree that this Court has jurisdiction over the subject matter of the claims alleged and the parties to this lawsuit.

1.8. The parties agree on a basis for settlement of the State's allegations via the entry of this Consent Decree without the need for further proceedings to determine any issue of law or fact.

1.9. Shinn & Son agrees they will not oppose the entry of this Consent Decree on the ground that it fails to comply with Rule 65(d) of the Superior Court Civil Rules and hereby waives any objections based thereon.

1.10. Shinn & Son waives any right they may have to appeal from this Consent Decree.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

II. INJUNCTIONS

2.1. The injunctive provisions of this Consent Decree shall apply to Shinn & Son and their successors, assignees, transferees, officers, agents, servants, employees, representatives, affiliated entities, and all other persons in active concert or participation with Shinn & Son.

2.2. Shinn & Son shall immediately inform all successors, assignees, transferees, officers, agents, servants, employees, representatives, affiliated entities, and all other persons in active concert or participation with Shinn & Son of the terms and conditions of this Consent Decree.

1 2.3. Shinn & Son shall be permanently enjoined and restrained from engaging in the
2 following acts or practices:

3 2.3.1. Misrepresenting to current or prospective employees the terms and
4 conditions of employment with Shinn & Son, including the job eligibility
5 requirements, wages, and the availability of work, whether in job
6 advertisements, Form ETA-790 Job Orders, or by any other means.

7 2.3.2. Failing to hire, refusing to hire, discharging, or discriminating in the terms
8 and conditions of employment on the basis of sex and/or immigration
9 status.

10 2.4. Shinn & Son shall, within thirty (30) days of entry of this Consent Decree:

11 2.4.1. Distribute a copy of this Consent Decree to all principals, directors,
12 supervisors, managers, executives, officers, agents, and employees who
13 have responsibility for hiring, firing, assigning work, determining
14 compensation or benefits, or who otherwise have a supervisory role at
15 Shinn & Son (supervisors). Shinn & Son shall secure a signed statement
16 from all supervisors acknowledging that they have received and read the
17 Consent Decree, have had the opportunity to have questions about the
18 Consent Decree answered and agree to abide by the relevant provisions
19 of the Consent Decree. This statement shall be in the form of **Appendix**
20 **A** attached hereto. Shinn & Son shall submit signed copies of **Appendix**
21 **A** from each supervisor, in one batch, to the AGO within forty-five days
22 (45) days of the entry of this Consent Decree.

23 2.5. As of October 25, 2023, Shinn & Son discontinued its use of the H-2A program.
24 Shinn & Son represents that it does not intend to obtain workers through the H-2A program for
25 the duration of this decree. Should Shinn & Son apply for the H-2A program at any time during
26 the duration of this decree, it shall:

1 2.5.1. Provide written notice to the State of Washington of its intent to utilize the
2 program prior to applying, in a conspicuous place at all Shinn & Son facilities, in
3 a location where Shinn & Son habitually posts employee announcements, a copy
4 of any Form ETA-790 Agricultural Clearance Order that is currently approved
5 for use at any Shinn & Son location.

6 2.6. In the event that Shinn & Son resumes its use of the H-2A program, each and
7 every provision of this decree, including the record keeping obligations in Section 5 will apply
8 for the entire duration of the consent decree.

9 **III. ADOPTION OF NONDISCRIMINATION POLICY**

10 3.1. Within sixty (60) days of entry of this Consent Decree, Shinn & Son shall adopt
11 policies against unlawful harassment, discrimination, and retaliation ("Nondiscrimination
12 Policy") for all employees. Shinn & Son shall provide the AGO with the opportunity to review
13 and comment on the Nondiscrimination Policy prior to its adoption.

14 3.2. Shinn & Son shall distribute English and Spanish versions of the
15 Nondiscrimination Policy to every current employee within sixty (60) days of its adoption.
16 Thereafter, and for the duration of this Consent Decree, Shinn & Son shall provide all new
17 employees with a copy of the Nondiscrimination Policy in English and Spanish within ten (10)
18 days of the employee beginning work for Shinn & Son.

19 3.3. The Nondiscrimination Policy shall at a minimum:

20 3.3.1. State that it is the policy of Shinn & Son to comply with the CPA and
21 WLAD by ensuring that employment opportunities are available to all
22 persons without regard to any characteristic protected by WLAD.

23 3.3.2. State that it is the policy of Shinn & Son to clearly and accurately
24 represent the terms and conditions of employment, including job
25 eligibility requirements, wages, and the availability of work.
26

- 1 3.3.3. State that employees who believe they have been subjected to or have
2 witnessed violations of this policy are encouraged to report their
3 concerns to their supervisor or Human Resources. All reports will be
4 investigated promptly and thoroughly.
- 5 3.3.4. State that retaliation against individuals who raise concerns under this
6 policy is strictly prohibited.

7 IV. TRAINING

8 4.1. For a period of five (5) years from the entry of this Consent Decree Shinn & Son
9 shall provide annual trainings to all its supervisors regarding their obligations under the CPA
10 and the WLAD. The first training shall take place no later than six (6) months after the date of
11 entry of this Consent Decree.

12 4.2. The trainings shall be conducted by an independent, qualified third party,
13 approved in advance by the Office of the Attorney General (AGO). The training shall cover the
14 Consent Decree and Nondiscrimination Policy. The purpose of the training will be to educate
15 supervisors on deceptive job advertisements and recruiting practices, the definition of
16 discrimination, examples of conduct which constitutes discrimination, appropriate responses to
17 complaints of discrimination, and the rights and responsibilities of principals, supervisors, and
18 employees when a complaint of discrimination is made. Shinn & Son shall bear any expenses
19 associated with these trainings.

20 4.3. Shinn & Son shall obtain certificates, in the form of **Appendix B**, confirming the
21 attendance of each supervisor who receives annual training pursuant to this Consent Decree,
22 including the date, name of the course, length of the course, name of the instructor, and the name
23 of the individual who completed the course. Copies of these completed certificates, in the form
24 of **Appendix B**, shall be submitted to the AGO within fourteen (14) days of the completion of
25 each course.

26

1 **V. RECORDKEEPING AND REPORTING**

2 5.1. For a period of two (2) years following the entry of this Consent Decree, Shinn
3 & Son shall preserve all records related to their obligations under this Consent Decree in a
4 centralized location, including all documents, whether in paper or electronic form, that relate to
5 the following:

6 5.1.1. Any records relating to job advertisements and recruitment of new or
7 former domestic workers during periods in which Shinn & Son applies
8 for, recruits, and/or hires foreign guestworkers pursuant to the H-2A
9 Temporary Agricultural Worker Program (H-2A program). Shinn &
10 Son's retention obligations pursuant to this paragraph shall begin no less
11 than three (3) months prior to Shinn & Son's submission of any
12 application for the H-2A program, and will end no less than three (3)
13 months following the last day that any H-2A foreign guestworker works
14 at Shinn & Son during the period for which Shinn & Son is approved for
15 the H-2A program. Any records relating to hiring, discipline, suspension,
16 layoffs, and/or termination of agricultural workers at Shinn & Son,
17 including job applications, interview notes, employee files, disciplinary
18 records, and records of termination.

19 5.1.2. Any records relating to complaints made by agricultural workers
20 concerning discrimination or their treatment by Shinn & Son supervisors.

21 5.2. For a period of two (2) years following entry of this Consent Decree, Shinn &
22 Son shall provide the State with:

23 5.2.1. Annual Compliance Reports, on the yearly anniversary of the entry of this
24 Consent Decree, which shall identify and describe any changes to Shinn
25 & Son's hiring, firing and/or related practices;
26

5.2.2. Records of any complaint related to discrimination or the treatment of agricultural workers by Shinn & Son supervisors; and

5.2.3. Records of any application(s) by Shinn & Son to the H-2A program, as well as records of any decision regarding such application(s).

5.3. To assure compliance with the terms of this Consent Decree, for a period of two (2) years following entry of this Consent Decree, the AGO shall be permitted to inspect and copy all records maintained by Shinn & Son, consistent with their obligations under this Consent Decree, interview or depose Shinn & Son and their officers, managers, employees, and/or agents, to propound written discovery on Shinn & Son, and to enforce this Consent Decree through any other lawful means. Nothing in this section waives the attorney-client or work-product privilege.

5.4. For a period of two (2) years following entry of this Consent Decree, Shinn & Son shall notify the AGO at least thirty (30) days prior to any change in control of Shinn & Son that would change the identity of the corporate entity responsible for compliance obligations arising under this Consent Decree, including but not limited to dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; or the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order.

5.5. Should Shinn & Son at any time during the first two years of the effective date of this decree apply for the use of the H-2A program, provisions of this section will be extended for an additional three years.

VI. PAYMENT

6.1. Shinn & Son agrees to pay a total of \$300,000 to the Office of the Attorney General in three quarterly payments. Within fourteen (14) days of entry of this Consent Decree, Shinn & Son agrees to pay the initial payment of \$100,000 to the Office of the Attorney General. The second payment of \$100,000 will be paid within ninety (90) days of entry of this Consent Decree. The third and final payment of \$100,000 will be paid within one hundred and eighty

1 (180) days of entry of this Consent Decree. This money shall be referred to as the "Settlement
2 Fund," and will be used for damages, restitution, equitable relief for persons aggrieved by Shinn
3 & Son's actions, future monitoring and enforcement of this Consent Decree, and/or any lawful
4 purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney
5 General. The payment shall be made by wire transfer. The AGO shall provide instructions for
6 the wire transfer within seven (7) days of the entry of this Consent Decree.

7 **VII. DURATION AND ENFORCEMENT**

8 7.1. This Consent Decree shall be in effect for a period of five (5) years from the date
9 of its entry. The Court shall retain jurisdiction of this Consent Decree to enforce its terms.

10 7.2. The State may move the Court to enforce the Consent Decree, or to extend its
11 duration in the event of noncompliance, whether intentional or not, with any of its terms, or if it
12 believes the interest of justice so require.

13 7.3. Failure to promptly notify or comply with the notice required prior to applying
14 for the H-2A program will be considered a material breach of the consent decree.

15 **VIII. ADDITIONAL PROVISIONS**

16 8.1. Shinn & Son acknowledges and agrees that no other promises, representations,
17 or agreements of any nature have been made or entered into by the parties. The parties further
18 acknowledge that this Consent Decree constitutes a single and entire agreement that is not
19 severable or divisible, except that if any provisions herein are found to be legally insufficient or
20 unenforceable, the remaining provisions shall continue in full force and effect.

21 8.2. Nothing in this Consent Decree shall be construed to limit or bar any other
22 governmental entity or person from pursuing other available remedies against Shinn & Son or
23 any other person.

24 8.3. The parties agree that, as of the date of the entry of this Consent Decree,
25 litigation is not "reasonably foreseeable" concerning the matters described above. To the extent
26 that either party previously implemented a litigation hold to preserve documents, electronically

1 stored information (ESI), or things related to the matters described above, the party is no longer
2 required to maintain such litigation hold. Nothing in this paragraph relieves either party of any
3 other obligations imposed by this Consent Decree.

4 8.4. All communications related to this Consent Decree shall be directed to: Wing
5 Luke Civil Rights Division, Office of the Washington State Attorney General, 800 Fifth Avenue,
6 Suite 2000, Seattle, WA 98104-3188.

7
8 DATED this 4th day of December 2025.

9 **KEVIN S. NAUGHT**

10 **JUDGE**

11

Superior Court Judge

12 Respectfully Submitted,

13 NICHOLAS W. BROWN
14 Attorney General

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16

DIANE LOPEZ, WSBA #57228
17 Assistant Attorney General
18 Office of the Attorney General
19 Wing Luke Civil Rights Division
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21 Seattle, WA 98104
22 206-459-0194
23 diane.lopez@atg.wa.gov

24 *Attorney for Plaintiff State of Washington*

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Attorneys for Defendant Shinn & Son, Inc,

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APPENDIX A

ACKNOWLEDGMENT OR RECEIPT OF CONSENT DECREE

I acknowledge that on _____, 20____, I was provided copies of the
Consent Decree entered by the Yakima County Superior Court in *State of Washington v. Shinn
& Son, Inc.* I have read and understand this document and have had my questions about this
document answered. I understand my legal responsibilities and shall comply with those
responsibilities.

Employee's Signature

Employee's Name

Employee's Job Title/Position

Date

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Billie A. Maggard
YAKIMA COUNTY CLERK

**STATE OF WASHINGTON
YAKIMA COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

SHINN & SON, LLC

Defendant.

NO. **25 204 45 439**

GENERAL RULE 17(a)(2)
DECLARATION

I, Sarah Woodward-Pratt, declare under penalty of perjury under the laws of the state of Washington that the following is true and correct.

1. I am an Assistant Attorney General for the Attorney General's Office. My business address, telephone number, facsimile number, and email address are as follows: 1433 Lakeside Court, Suite 102, Yakima, WA 98902; office telephone: 509-454-7637; fax number: 509-575-2095; email address: Sarah.WoodwardPratt@atg.wa.gov. I make this Declaration based on my own personal knowledge. I am over the age of eighteen and competent to testify to the facts stated herein.

2. This Declaration is filed in accordance with GR 17(a)(2).

3. On December 3, 2025, I received the State of Washington's Consent Decree by electronic mail, from Paralegal Panda Halford of the Civil Rights Division of the Attorney General's Office.

1 4. I have examined the Consent Decree, which consists of fourteen (14) pages
2 including this Declaration.

3 5. The foregoing document is a complete and legible facsimile transmitted original
4 signed by the parties.

5 DATED this 4th day of December 2025 in Yakima, Washington.

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8 SARAH WOODWARD-PRATT
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