

SETTLEMENT AND RELEASE OF ALL CLAIMS
Between
CITY OF PULLMAN AND ERIC HOOD

This Settlement Agreement and Release of All Claims (hereinafter "Agreement") is entered into by and between Eric Hood (hereinafter referred to as "Hood") and the City of Pullman (hereinafter referred to as "the City"); collectively referred to as the Parties; with regards to Whitman County Superior Court Case No. 19-2-00215-38.

I. RECITALS

A. Hood is a citizen of Island County who requested records from the City on November 20, 2018. On November 18, 2019, Hood filed a civil lawsuit alleging that the City violated the Public Records Act, Chapter 42.56 RCW, with respect to his public records request. Hood's lawsuit was assigned Case No. 19-2-00215-38 in Whitman County Superior Court.

B. The parties to this Agreement desire to settle and resolve, fully and finally, all claims of all parties to this Agreement which have been or could be alleged, or which otherwise arose or could arise, including the claims themselves, or other related events or transactions.

C. This Agreement expresses the full and complete settlement of any and all claims among the parties hereto. In entering into this Agreement, the City makes no admission of liability, and Hood makes no concessions with respect to the strength of the arguments advanced in his suit.

Based on the above Recitals, and for good and valuable consideration, the Parties hereby agree as follows:

II. AGREEMENT

A. Release in Full and Other Consideration from Hood

1. Release of Claims. In consideration of the obligations performed by the City below and in consideration of the other agreements by the City as set forth in this Agreement, Hood does hereby agree on his behalf and on behalf of his heirs, assigns, and agents, to forever and irrevocably release and fully discharge the City, and all its affiliates, parents, subsidiaries, insurers, agents, attorneys, officers and directors, servants, representatives, employees and former employees of any such released persons or entities (collectively, the "Released Parties") from any and all manner of claims, demands, liabilities, obligations, damages, causes of action or suits including but not limited to claims for discrimination or other personal injuries, including claims brought pursuant to the Washington Public Records Act, chapter 42.56 RCW, whether known or unknown, whether suspected or unsuspected, which Hood, his heirs, executors, administrators, legatees, representatives, successors, transferees, agents, and assigns may have as against the Released Parties, arising from or in any way connected with the above-described dispute. This release includes, but is not limited to all claims, demands, liabilities, obligations, damages, causes of

action or suits, whether known or unknown, and whether suspected or unsuspected. This release extends to all matters alleged or asserted by Hood but is not limited thereby. This release covers any and all future damages or losses not known to the parties to this Agreement, but which may later be discovered in connection with the claims or demands which Hood, his heirs, executors, administrators, legatees, representatives, successors, transferees, agents, and assigns can, shall, or may have by reason of any matter, cause, or thing whatsoever; and it specifically covers any losses which Hood may at any time incur that he claims are the result of nondisclosure in whole or in part by any Released Party, or that he claims are the result of the City's actions or inactions, or the claims in the above-described dispute.

2. Dismissal of Current Pending Actions. In addition to the release above, Hood agrees to stipulate to the dismissal with prejudice of the civil action pending under Whitman County Superior Court Case No. 19-2-00215-38. The City will prepare and file the dismissal upon Hood's approval of the stipulation and order.

3. Withdrawal of All Pending Records Requests. Hood agrees that any past or pending records requests filed with the City by himself or persons acting under his authority or control through the effective date of this Agreement are satisfied and/or withdrawn, including the records requests at issue in Whitman County Superior Court Case No. 19-2-00215-38. This includes all requests made to the City under the Washington State Public Records Act and in the course of discovery in the civil action pending under Whitman County Superior Court Case No. 19-2-00215-38. By executing this Agreement, Hood hereby agrees that all requests to the City under the Washington State Public Records Act have been satisfied.

4. Satisfaction. Hood further states and warrants that the payments and terms set forth herein constitute a full and complete satisfaction of the claims against the Released Parties, and that Hood will not file, pursue, or assert in any way, claims, demands, or causes of action against the Released Parties or any person, persons, or organizations in privity with them in connection with his claims against the City or any claims Hood could have asserted against the City.

B. Consideration from City of Pullman

1. Payment. In consideration of the release set forth above, the City agrees to pay the amount of ten thousand dollars (\$10,000.00) to Hood in settlement of this dispute. Such payment shall be inclusive of all costs or fees. Such payment does not constitute an admission by the City of liability, wrongdoing, or damages, or of any facts or disputed legal issues bearing on liability and damages or on the defenses asserted to such allegations. Within three (3) days of voluntary dismissal of Whitman County Superior Court Case No. 19-2-00215-38 as provided in Section II(B)(3) below, the City shall mail a check for ten thousand dollars (\$10,000.00) payable to Hood at P.O. Box 1547, Langley, Washington 98260.

2. Disclosure. Within thirty (30) days of Hood's signing this agreement, the City will disclose a

copy of the “separate letter dated September 10, 2018” mentioned in the SAO Report, p. 7, and any correspondence (internal or directed to the SAO or other agency) related to that letter dated on or after September 10, 2018 or the date on which the City obtained a draft of that letter.

3. Stipulation and Order. Within thirty (30) days of Hood’s signing this agreement, the City will file a stipulation and order with the court that is mutually agreed upon by both parties to dismiss the lawsuit with prejudice. The City will provide a copy of the signed order to Hood within fourteen (14) days of its execution.

C. Additional Terms

1. It is agreed and understood that no Party has waived or released claims arising out of a breach of this Agreement by any other Party.

2. Voluntary Signature. It is agreed and understood that this Agreement has been executed knowingly and voluntarily and that each party to this Agreement has had full opportunity for consultation with legal counsel prior to signing this Agreement. This Agreement contains all material terms and conditions of agreement of the parties hereto. The terms of this Agreement are contractual and not merely a recital. Each party to this Agreement agrees that the party has had the opportunity to read the Agreement; has had the Agreement fully explained; understands and appreciates the Agreement’s words and terms and their effect; and signs this Agreement voluntarily of his/its own free will and accord. Their attorneys and/or the Parties themselves (if proceeding pro se) are authorized and directed upon execution of this Agreement to take all necessary action as provided in this Agreement to dismiss with prejudice all pending claims, causes of actions, and requests under the Public Records Act, as specified herein, with each party bearing its own fees and costs.

3. Confidentiality. The Parties agree that they will not, directly or indirectly through persons acting under their authority or control, elicit or otherwise encourage the disclosure of, any communications, information or documents exchanged in negotiating a settlement of Whitman County Superior Court Case No. 19-2-00215-38; PROVIDED, however, that any such communications, information or documents are subject to disclosure under the Public Records Act and may be disclosed by the City in response to a proper request.

4. Binding Effect. This Agreement and the above-described obligations are or will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, representatives, successors, transferees, and assigns.

5. Headings. Section headings are used in this Agreement for convenience and reference only and shall not affect the meaning of any provision of this Agreement.

6. Entire Agreement; Amendments. This Agreement represents the final and entire settlement

agreement and understanding between the Parties; supersedes all prior agreements and understandings between the Parties, whether written or oral; and may be amended only by a writing duly executed by each party hereto.

7. Signed in Counterparts. This Agreement may be signed in counterparts, each of which shall (when the Agreement is or counterparts have been signed by all parties) be an original, to the same effect as if all signatures were on the same instrument. Electronic copies of signatures shall be sufficient to demonstrate a party's assent to this Agreement.

8. Governing Law and Forum; Attorneys' Fees. This Agreement shall in all respects be construed, enforced and governed under the laws of the State of Washington. Any action regarding this Agreement shall be subject to the exclusive jurisdiction and venue of the Superior Court of the State of Washington in Whitman County. Each Party shall bear its own attorneys' fees and costs in any such action, including any appeal.

9. No Presumption Against Drafter. The terms, conditions, and other provisions of this Agreement have been negotiated between Hood and the City, each of whom had the benefit of its own legal counsel. No presumptions shall arise that this Agreement was prepared by one party or another. No term, clause, or language of this Agreement shall be interpreted against any particular party solely because that party drafted the Agreement or the language in question.

10. Severability. In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

11. Authority to Sign. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

WE, THE UNDERSIGNED, HAVE COMPLETELY READ THIS AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT.

EXECUTED as of the date(s) written below.

CITY OF PULLMAN



Glenn Johnson
Mayor

Date: 12/27/19

ERIC HOOD



Eric Hood
Individual

Date: December 27, 2019