

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement and release ("Agreement") is made by and between Plaintiff Gabriel Gomez Maciel ("Gomez") and Defendants City of Spokane ("the City") and Mylissa Coleman ("Coleman"), collectively referred to as the "Parties." The Parties desire to settle and resolve the matter of *Gomez Maciel v. City of Spokane, et al.*, United States District Court for the Eastern District of Washington Cause No. 2:17-cv-00292, and therefore agree as follows:

1. **Settlement Agreement.** The Parties agree to the terms provided herein as a complete resolution of the matter before the United States District Court for the Eastern District of Washington Cause No. 2:17-cv-00292 ("the Lawsuit"). Within seven (7) days of the City's completion of all obligations outlined under Paragraph 5, *infra*, a Stipulation of Dismissal shall be filed with the Court by Plaintiff.
2. **Release.** Gomez specifically acknowledges and accepts the City's undertakings in this Agreement as full settlement of any and all claims against the City or its employees or Coleman, known or unknown, arising out of or related to the traffic collision on August 24, 2014 between Gomez and non-party Steven McKinney (Spokane Police Department case no. 14-283441), including but not limited to the claims that were asserted, or could have been asserted in the Lawsuit based on the facts alleged in the complaint. Except for obligations arising under this Agreement, this Agreement releases Coleman and the City—including the City's elected officials, councilmembers, officers, directors, employees, agents, and insurers, and anyone else against whom Gomez could assert a claim based on the facts alleged in his complaint—from any further liability to Gomez in connection with such claims. This release does not cover any claims Gomez may make against others involved in the incident.
3. **Desired Resolution; No Admission of Liability.** The Parties enter into this Agreement to resolve all disputes Gomez has or could have asserted through the date that he signs this Agreement that relate in any way to the City, Coleman, or the other parties identified in Paragraph 2, *supra*. The Parties agree and understand that this Agreement is a compromise of disputed claims and shall not in any way be construed as an admission that any Party has acted wrongfully with respect to the other, which is expressly denied.
4. **Settlement Payment.** Within seven (7) days of the City's completion of all obligations outlined under Paragraph 5, *infra*, the City agrees to deliver to counsel for Gomez a check in the amount of forty-nine thousand dollars (\$49,000.00), payable to the Northwest Immigrant Rights Project. From this total amount, thirty thousand dollars (\$30,000.00) will be paid to Gomez as general damages, in full and complete satisfaction of any and all claims for damages, compensation, and costs as set forth in Paragraph 2 above. The remaining nineteen thousand dollars (\$19,000.00) will be received by counsel for Gomez as attorneys' fees, in full and complete satisfaction of any and all claims that attorneys for Gomez may have concerning their representation of Gomez in this action, including claims for costs, expenses, and other fees. The City shall deliver the check by mail to counsel for Gomez, at the following address:


Matt Adams
Northwest Immigrant Rights Project
615 Second Avenue, Suite 400
Seattle, Washington 98144

5. **Additional Obligations.** As additional consideration, the City agrees to take the following actions:
- a. The City will adopt the attached revisions to Spokane Police Department policies 402, 422, and 428 ("Appendix A") within thirty (30) days after the Court approves this Agreement.
 - b. The City will provide counsel for Gomez with a copy of its revised Spokane Police Department Policy Manual within thirty (30) days after the Court approves this Agreement.
 - c. The City will provide counsel for Gomez with a copy of any training materials, protocols, and curriculum related to the policy change within 45 days after the Court approves this Agreement.
 - d. The City will provide field in-service training to all commissioned employees of the Spokane Police Department using the training materials which were provided to Gomez within sixty (60) days of adopting the revised Spokane Police Department Policy Manual as specified in Paragraph 4(a). Within fourteen (14) days of completing the training, the City will provide a certification to counsel for Gomez confirming that such training has been provided to all employees of the Spokane Police Department.
6. **Tax and other Financial Liability.** Gomez agrees that the City makes no representation as to any tax consequences arising from the above payment. Moreover, Gomez understands and agrees that any tax consequences or other financial liability arising from the settlement payment shall be his sole responsibility. Gomez further agrees to indemnify and hold the City, Coleman, and the other parties identified in Paragraph 2, *supra*, harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the Settlement Payment paid to Gomez under this Settlement Agreement.
7. **Authority to Enter Agreement.** Gomez represents and warrants that, as of the date of this Agreement, he is the true party in interest, that he is fully authorized to execute this Agreement, and that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any rights surrendered by virtue of this Agreement.
8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any heirs, legal representatives, successors, and assigns of the Parties.
9. **Applicability of Washington Public Records Act.** The Parties jointly acknowledge this Agreement may be subject to disclosure under Washington's Public Records Act, RCW Ch. 42.56.
10. **Non-Disparagement.** The Parties hereto further agree and understand that it is the intent of this Agreement that the Parties do not disparage any other Party either directly or indirectly, or through other persons, as it relates to the subject matter of this Agreement.


11. **Governing Law and Jurisdiction.** This Agreement is governed by the laws of the United States. The parties understand and agree that the United States District Court for the Eastern District of Washington ("the Court") will maintain jurisdiction of this Lawsuit throughout the duration of this Agreement to enforce its terms.
12. **Dispute Resolution.** The Parties understand and agree that any of the Parties may seek to enforce the Agreement. In the event of any disputes to enforce or interpret the terms of this Agreement, or any portion thereof, the Parties shall, if appropriate, first meet and confer in good faith in order to attempt to resolve the disagreement. If the Parties are not able to resolve the matter by meeting and conferring, they may proceed to request the Court's involvement and enforcement.
13. **Entire Agreement.** This Agreement (a) contains the entire understanding of the Parties with respect to the subject matter covered; (b) supersedes all prior and contemporaneous understandings; and (c) may only be amended in a written instrument signed by the Parties.
14. **Knowing and Voluntary Waiver.** Gomez acknowledges that he has been advised to consult with an attorney, and has had an opportunity to do so, before signing the Agreement, which Gomez has been given a reasonable period of time to consider.
15. **Counterparts.** This Agreement may be executed by the Parties via facsimile transmission or in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.



 Gabriel Gomez Maciel



 Matt Adams, WSPA # 26287
 Legal Director
 Northwest Immigrant Rights Project

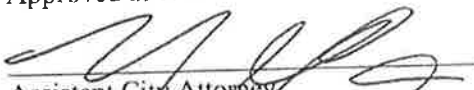


 David Condon
 Mayor, on behalf of City of Spokane

Attest: 

 City Clerk

Approved as to form:



 Assistant City Attorney
 Nathaniel Dale, WSPA # 39602

