

RELEASE, HOLD HARMLESS, AND SETTLEMENT AGREEMENT

I. TERMS

FOR AND IN CONSIDERATION of the delivery of a warrant or check to the undersigned in the sum of **\$17,500.00**, each of the undersigned do hereby release and forever hold harmless the County of Pierce, State of Washington, its current and former officials, officers, agents, assigns, and employees, and specifically the identified Pierce County employee defendants "R. Allen" and "John and Jane Does" in both their official capacity and individually, from any and all claims whatsoever of and from all claims, demands, damages, actions, or causes of action, including appeals, whether on account of damage to property; bodily injuries; civil liberties deprivation; tort; death; local, state, or federal law; or any actions arising under the Public Records Act for any records requests which were made to any Pierce County Agency between November 19, 2019 and the date of this Release, Hold Harmless, and Settlement Agreement by the Plaintiff or his attorney(s); or any other theory of law, including, but not limited to, attorney fees and costs, resulting or to result from an incident which occurred on or about November 19, 2019, in Pierce County, Washington, which is the subject matter of United States District Court Western District of Washington at Tacoma Cause No. 3:22-cv-5021.

In making this release and agreement, it is understood and agreed that the undersigned relied wholly upon his own judgment, belief, and knowledge of the nature, extent, and duration of said claims and alleged injuries, and that he has not been influenced to any extent whatsoever in making this release by any representations or statements regarding said claims and/or injuries, or regarding any other matters, made by the persons, entities, or corporations who are hereby released, or by any person or persons representing them.

FURTHER, each of the undersigned agrees to save and hold harmless Pierce County and these same persons from all rights of subrogation of any insurance carrier or others for plaintiff's legal liens including but not limited to medical payments and/or disability or personal injury protection payments, wage loss, and property damage, or any liens of any kind whatsoever.

FURTHER, it is understood and agreed that this settlement is the compromise of disputed claims and that the payment outlined herein is not to be construed as an admission of liability on the part of County of Pierce, State of Washington, its current and former officials, officers, agents, assigns, and employees, and specifically the individually-named Pierce County employee defendants in both their official capacity and individual capacity, by whom liability is expressly denied.

FURTHER, the undersigned warrant that no other person or entity has or has had any interest in the Property, Lawsuit, and the claims or causes of action referred to in this Release, and that the undersigned has the right and exclusive authority to execute this Release and receive the sums specified in it.

II. INTERPRETATION AND VENUE

- A. The Pierce County Superior Court shall be the venue of any arbitration or lawsuit arising out of this Agreement.

B. If one or more of the clauses of this Settlement Agreement is found to be unenforceable, illegal, or contrary to public policy, the Settlement Agreement will remain in full force and effect except for those portions of the agreement held to be unenforceable, illegal, or contrary to public policy.

III. FULL AND FINAL RELEASE

IT IS UNDERSTOOD AND AGREED that this is a **FULL AND FINAL RELEASE** in full compromise and settlement of all claims of every nature and kind whatsoever and releases all claims, whether known or unknown, suspected or unsuspected. This agreement replaces and supersedes all oral and/or written proposals and agreements previously made in relation to matters set forth herein, and may be modified only by a writing signed by all parties. There are no other understandings or agreements, verbal or otherwise, in relation to any of the matters contained herein, except as herein expressly set forth.

Each of the undersigned acknowledges that they are competent and of lawful age, have read the foregoing provisions and know the contents thereof, have had the opportunity to review this Agreement with legal counsel, and sign the same as their own free act.

DATED: 3/14/2022

READ BEFORE SIGNING BELOW

[Signature]
PLAINTIFF Carlos Rios
[Signature]
ATTORNEY FOR PLAINTIFF

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that CARLOS RIOS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 14th day of March, 2022.



Kevin D.G. HAAG
(Type/Print Name)
NOTARY PUBLIC in and for the State of
Washington, residing at: Seattle, WA
Commission Expires: May 1, 2022