

Honorable Salvador Mendoza Jr.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

GABRIEL GOMEZ MACIEL,

Case No. 2:17-cv-0292-SMJ

Plaintiff,

JOINT STATUS REPORT

v.

MYLISSA COLEMAN, in her official and  
individual capacities; CITY OF  
SPOKANE,

Defendants.

Pursuant to the Court’s order dated January 24, 2018, ECF No. 21, Plaintiff Gabriel Gomez Maciel and Defendants City of Spokane, *et al.*, submit this joint status report.

**I. INTRODUCTION AND BACKGROUND**

On August 21, 2017, Plaintiff Gabriel Gomez Maciel filed the above-captioned action against the City of Spokane and Mylissa Coleman, an officer of the Spokane Police Department. *See* ECF No. 1. The lawsuit alleged the actions

1 taken by Defendant Coleman against Plaintiff on August 24, 2014 violated  
2 Plaintiff's constitutional and statutory rights. Defendants denied Plaintiff's claims  
3 and asserted their actions and policies were lawful under the circumstances and did  
4 not violate Plaintiff's constitutional or statutory rights.

5 On November 13, 2017, the parties notified the Court that the case settled.  
6 ECF No. 18. On January 8, 2018, the parties executed a settlement and release  
7 agreement. *See* draft signed by counsel at ECF No. 20, Exhibit A. The parties  
8 agreed that the compromise of the disputed claims was not to be construed as an  
9 admission that any party had acted wrongfully with respect to the other, which was  
10 and is expressly denied. Under the terms of the agreement, Defendant City of  
11 Spokane agreed:

- 12  
13  
14 1. To revise the Spokane Police Department Policy Manual in  
15 accordance with ECF No. 20, Appendix A. The parties agreed the  
16 revisions would take place no later than thirty (30) days after the  
17 execution of the settlement and release agreement and a copy of the  
18 revised policy would be provided to Plaintiff's counsel thirty (30) days  
19 thereafter.
- 20  
21 2. To provide training to all commissioned officers of the Spokane Police  
22 Department regarding the revisions to the Spokane Police Department

1 Policy Manual. The parties agreed the training would include: 1) a  
2 training bulletin outlining the policy changes to be distributed by  
3 email to all commissioned Spokane Police Department officers; and  
4 2) oral field in-service training to all commissioned Spokane Police  
5 Department officers regarding the policy changes. The settlement  
6 agreement outlined that training was to occur within sixty (60) days  
7 of the adoption of the revised Spokane Police Department Policy  
8 Manual, with written training materials to be provided to Plaintiff's  
9 counsel within forty five (45) days of the execution of the settlement  
10 agreement. Defendants are to provide certification to counsel for  
11 Plaintiff within fourteen (14) days of completion of training.

- 12  
13  
14 3. To make a settlement payment of \$49,000 to counsel for Plaintiff.  
15 From that amount, \$30,000 will be paid to Plaintiff as general  
16 damages, and \$19,000 will be received by counsel for Plaintiff as  
17 attorneys' fees. The parties agreed payment will be made within seven  
18 (7) days of Defendants' compliance with items (1) and (2), *supra*.

19 Under the terms of the agreement, Plaintiff agreed to file a Stipulation of  
20 Dismissal within seven (7) days of Defendant City of Spokane's completion of its  
21 obligations under the agreement.  
22

1 **II. STATUS OF COMPLIANCE UNDER**  
2 **THE SETTLEMENT AGREEMENT**

3 Based on the date of execution of the settlement agreement, revisions to the  
4 Spokane Police Department Policy Manual were to be completed on or before  
5 February 8, 2018. On January 16, 2018, the City of Spokane adopted the agreed  
6 revisions to the Spokane Police Department Policy Manual. The revisions were  
7 provided to counsel for Plaintiff.

8 On January 16, 2018, the Spokane Police Department emailed Training  
9 Bulletin 18-001 to all commissioned officers which explained the policy changes.  
10 The training bulletin was provided to counsel for Plaintiff.  
11

12 Under the settlement agreement, utilizing January 16, 2018, the date the  
13 revisions to the Spokane Police Department policy were adopted, officer training  
14 must be completed on or before March 17, 2018. Spokane Police Department staff  
15 are developing training to be provided to commissioned officers in advance of the  
16 March 17, 2018 compliance deadline. Within fourteen (14) days following  
17 completion of training, certification will be provided to counsel for Plaintiff.  
18 Within seven (7) days of this certification, the City of Spokane will make the  
19 required payment of \$49,000.00 to Plaintiff's counsel, who will then execute and  
20 file a Stipulation of Dismissal as provided in the Settlement Agreement.  
21

1 Dated this 2nd day of February, 2018.

2 Respectfully submitted,

3  
4 *For Plaintiff:*

5 NORTHWEST IMMIGRANT  
6 RIGHTS PROJECT

7 s/ Matt Adams

8 Matt Adams, WSBA #28287

9 s/ Glenda M. Aldana Madrid

10 Glenda M. Aldana Madrid, WSBA  
11 #46987

12 s/ Leila Kang

13 Leila Kang, WSBA #48048

14 615 Second Avenue, Suite 400

15 Seattle, WA 98104

16 (206) 957-8611

17 matt@nwirp.org

18 glenda@nwirp.org

19 leila@nwirp.org

20  
21 *For Defendants:*

22 s/ Nathaniel J. Odle

23 Nathaniel J. Odle, WSBA #39602

Attorney for Defendants Mylissa

Coleman and City of Spokane

OFFICE OF THE CITY ATTORNEY

808 W. Spokane Falls Blvd.

Spokane, WA 99201-3326

(509) 625-6225

nodle@spokanecity.org

JOINT STATUS REPORT - 5

ACLU OF WASHINGTON  
FOUNDATION

s/ John Midgley

John Midgley, WSBA #6511

901 Fifth Avenue, Suite 630

Seattle, WA 98164

(206) 624-2184 ext. 290

jmidgley@aclu-wa.org

Michael C. Ormsby, City Attorney  
OFFICE OF THE CITY ATTORNEY  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3326  
(509) 625-6225  
FAX (509) 625-6277

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 2nd day of February, 2018, I caused to be  
3 electronically filed the foregoing with the Clerk of the Court using the CM/ECF  
4 System, which will send notification of such filing to the following:  
5

6 Matt Adams, matt@nwirp.org  
7 Glenda M. Aldana Madrid, glenda@nwirp.org  
8 Leila Kang, leila@nwirp.org  
9 Northwest Immigrant Rights Project  
615 Second Ave., Suite 400  
Seattle, WA 98104

10 John Midgley, jmidgley@aclu-wa.org  
11 ACLU of Washington Foundation  
901 Fifth Avenue, Suite 630  
12 Seattle, WA 98164

13 *Attorneys for Plaintiff*

14 I further certify that I caused the foregoing document to be mailed by United  
15 States Postal Service to the following non-CM/ECF participants: N/A.

16 /s/ Nathaniel J. Odle  
17 Nathaniel J. Odle  
18 Office of the City Attorney  
808 W. Spokane Falls Blvd.  
19 Spokane, WA 99201-3326  
Phone (509) 625-6225  
20 Fax (509) 625-6277  
Email: [nodle@spokanecity.org](mailto:nodle@spokanecity.org)