

## SETTLEMENT AGREEMENT

### 1. Release.

For the value of **SIXTY THOUSAND DOLLARS AND 00/100 (\$60,000.00)**, receipt of which is hereby acknowledged, [REDACTED] individually, Claimant, forever releases Spokane County, and their agents, employees, elected officials, assigns, and successors (hereinafter **RELEASED PARTIES**), from all claims and causes of action, which may ever be asserted by the undersigned, their executors, administrators, successors, assigns, or others, whether presently known or unknown, which in any way arises out of [REDACTED]'s detention in the Spokane County Jail which is the subject of WCRP Claim Number SP2018064525.

This release is intended to cover any and all future injuries, damages, or losses known, or not known to the parties to this Agreement, but which may later develop, or be discovered in connection with the above-referenced claim including, but not limited to, wrongful death claims.

Payment of this settlement will be made in one single installment as follows:

1. One (1) payment made to Northwest Immigrant Rights Project Trust Account in the amount of \$60,000.00.

**THE UNDERSIGNED HEREBY SPECIFICALLY STIPULATES THAT IN MAKING THIS AGREEMENT HE HAS CONTEMPLATED AND BARGAINED FOR THE ASSUMPTION OF RISK OF FUTURE UNKNOWN INJURIES AND HEREBY EXPRESSLY ASSUMES THE RISK FOR ALL FUTURE UNKNOWN INJURIES CAUSALLY RELATED TO THE ABOVE-REFERENCED CLAIM.**

### 2. Indemnification for Subrogation and Lien Claims.

The undersigned represents that all lienable expenses, all subrogation claims, and all claims of any other persons or entities legally entitled to share in the proceeds of this settlement have been or will be paid from the proceeds of this settlement.

The undersigned does hereby covenant to defend, indemnify and hold harmless the **RELEASED PARTIES**, their agents, employees, elected officials, assigns, and successors from and against all lien(s) and subrogation claims, including all costs and attorney's fees incurred in the defense of such claims, arising out of contract or under state or federal law including, but not limited to, any subrogation or lien claims of the undersigned's health care providers, insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency or program such as Medicare, Medicaid, Veteran's Administration or Federal Worker's Compensation program. The **RELEASED PARTIES** retain the right to monitor the defense of any such claim or action.

As of the date of this signing, I have provided the **RELEASED PARTIES** all information known to me about any existing Medicare liens. I agree to defend, indemnify and hold harmless

each of the persons, firms and corporations released hereunder with respect to all Medicare liens related to this claim for which the federal government may seek repayment.

The undersigned, [REDACTED] Claimant, expressly acknowledges that a condition of this settlement requires that [REDACTED] Claimant, specifically direct their attorney to withhold sufficient funds from these settlement proceeds to pay or resolve any and all outstanding medical expenses, liens, subrogation interests, assignments and rights of reimbursement owed to anyone before receiving disbursement of any settlement proceeds. The undersigned [REDACTED] Claimant's, signature on this Agreement constitute an acceptance of this condition.

**3. Warranty of Capacity to Execute Agreement.**

The undersigned warrants that no other person or entity has or has had any interest in the claims or causes of action referred to in this Settlement Agreement and that he has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it. The undersigned shall defend and indemnify the parties released should any other person claim to have an interest in the claims and injuries described in this Settlement Agreement.

**4. Governing Law.**

This Settlement Agreement shall be construed and interpreted according to the laws of the State of Washington. Venue shall be in Spokane County, Washington.

**5. Attorney Fees.**

In the event **RELEASED PARTIES**, obtain the services of an attorney to enforce any provision of this Agreement, and in the event that the **RELEASED PARTIES** are successful in enforcing this Agreement, whether or not litigation is formally commenced, then the **RELEASED PARTIES** shall be entitled to its reasonable attorney fees and all related costs incurred as a result of actions taken by said attorney in enforcing this Agreement.

**6. Severability.**

If any provision of this Settlement Agreement is later determined to be invalid or unenforceable as a matter of law, such determination does not invalidate this Agreement, but instead renders the specific objectionable provision unenforceable while the remainder of this Agreement remains fully valid and enforceable.

**7. Denial of Liability.**

This Agreement expresses the full and complete settlement of all liability claims. Liability for such claims is expressly denied by the parties released. Regardless of the adequacy of the above consideration, the acceptance of this release shall not operate as an admission of liability on the part of the parties released.

8. Entire Agreement

This Settlement Agreement contains the entire agreement between the parties hereto and there are no verbal or other agreements which modify or affect this Agreement except as referenced herein.

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing.

9. Construction; Legal Representation

The parties hereto acknowledge that [REDACTED] (Claimant) is represented by Aaron Korthuis and Matt Adams of Northwest Immigrant Rights Project, and the RELEASED PARTIES are not represented by counsel. Further, both parties to this Agreement have read and understood the terms of this Agreement. No provision hereof shall be construed against any party due to that party having drafted such provision.

I/WE HAVE COMPLETELY READ THIS FINAL RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT FOR THE PURPOSE OF FINAL RESOLUTION AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, FOR THE EXPRESS PURPOSE OF PRECLUDING FOREVER ANY OTHER CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INCIDENTS, INJURIES, OR DAMAGES ABOVE MENTIONED.

I/WE RECOGNIZE THAT THE FUTURE COURSE OF PRESENT INJURY OR OTHER DAMAGES CANNOT BE PREDICTED WITH CERTAINTY. I/WE ASSUME THE RISK THAT THE CLAIMED INJURIES OR DAMAGES MAY WORSEN IN THE FUTURE AND THAT NEW AND DIFFERENT INJURIES OR DAMAGES MAY DEVELOP. I/WE ACKNOWLEDGE THAT MY/OUR INFORMATION REGARDING CLAIMS MADE IS SUFFICIENT TO ENTER INTO THIS FINAL RELEASE AGREEMENT AND EXPRESSLY WAIVE ANY CLAIM THAT THIS RELEASE IS NOT FAIRLY AND KNOWINGLY MADE.

DATED this <sup>23</sup> ~~12~~ day of March, 2019.



3-26-2020  
Date Matt Adams  
Matt Adams, Attorney for Plaintiff