

RELEASE OF ALL REMAINING CLAIMS

FOR AND IN CONSIDERATION of a single payment in the amount of *SEVENTY FIVE THOUSAND Dollars and ZERO Cents (US\$75,000.00)* to Plaintiffs, Arthur C. Banks, Toney Montgomery, and Whitney Brady, individuals (referenced collectively throughout as “Plaintiffs”), do hereby release, acquit, and forever discharge the City of Tacoma, its officers, agents, and employees, of and from any and all action, causes of action, known subrogation claims or interests, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, the issues remanded by the Court of Appeals of the State of Washington Division II through its June 2, 2021 unpublished opinion issued in the matter bearing Case No. 52072-9-II, which are currently before the Pierce County Superior Court in the matter bearing Case No. 16-2-05416-7 (these proceedings will be collectively referenced in the singular hereinafter as the “Lawsuit”). Provision of the aforementioned consideration will be considered timely if delivered within twenty (20) court days of Plaintiffs’ transmittal of a fully signed and notarized copy of this Release to counsel for the City of Tacoma.

In making this Release and entering into the agreement documented herein, it is understood and agreed that Plaintiffs rely wholly upon their respective judgment, belief, and knowledge of the nature, extent, and duration of the subject claims, damages, penalties, fees and costs, and that Plaintiffs have not been influenced to any extent whatsoever in making this Release by any representations or statements regarding said claims, damages, penalties, fees or costs, or regarding any other matters, made by the persons, firms, or corporations who are hereby released, or by any person or persons representing them.

It is further understood and agreed that this settlement is the compromise of disputed claims that remain at issue in the Lawsuit, that the City of Tacoma denies liability for these claims, and that the associated payment is not to be construed as an admission of liability on the part of the City of Tacoma or by its officials, agents, or employees. It is further understood that this settlement is separate and in addition to the \$91,140 in penalties and the \$145,467.04¹ in attorneys fees and costs that the courts have previously awarded to Plaintiffs. The total amount the City of Tacoma will pay Plaintiffs and their attorneys through this settlement and the amounts awarded by the court is \$311,607.04.

¹ This number reflects \$109,885 in attorneys’ fees and \$5,645.04 in costs awarded by the trial court, and an agreed upon 15% reduction in the \$35,220 in attorneys’ fees awarded by the court of appeals.

It is further understood that this Release will operate to relinquish and waive all remaining claims asserted in, as well as those claims that could have been asserted in, the Lawsuit. In further consideration of this Release and for not naming as a payee on the settlement draft the persons who may have a lien or claim to the settlement funds, Plaintiffs agree to satisfy and discharge all liens that may be asserted against the consideration to be paid as a part of this Release.

It is further understood that Plaintiffs each have the authority to enter into and sign this Release on his/her own behalf and each Plaintiff's signature is binding on him/her.

This Release contains the ENTIRE AGREEMENT between the parties to the Lawsuit, and the terms of this Release are contractual and not a mere recital.

Plaintiffs further state that they have each carefully read the foregoing Release and know the contents thereof, and sign the same as his/her own free act. Plaintiffs further acknowledge that each have the ability and opportunity to consult with an attorney of his/her own choosing, at his/her own expense, relating to this Release and the claims being relinquished by its operation before affixing his/her signature below. Plaintiffs have either consulted with his/her own counsel relating to this Release to his/her satisfaction or each Plaintiff waives any subsequent argument based on the fact that he/she did not consult with counsel in this regard. Plaintiffs further acknowledge that each Plaintiff had the ability to negotiate this instrument and, as a result, Plaintiffs agree that this Release shall not be construed against the drafter on that basis at any point in the future.

On behalf of the City of Tacoma, its officers, agents, and employees (hereinafter collectively as the "City") the consideration will be paid in a single lump sum via a check made payable to the "ACLU in trust for Plaintiffs Arthur C. Banks, Toney Montgomery, and Whitney Brady" or similar language. The City takes no position regarding the allocation of these funds between Plaintiffs; Plaintiffs collectively agree to accept the consideration in exchange for the waiver and release of their respective claims as articulated in this Release. The City makes no representations regarding the tax implications of these funds.

Separate signature pages follow for each Plaintiff and sections of the following pages are intentionally left blank. Plaintiffs each agree that this Release can be executed by the Plaintiffs separately, that the separately signed pages can be affixed to the Release in piecemeal fashion, and the Release will go into effect on the date that the last Plaintiff executes this Release before a notary. Plaintiffs understand and agree that the settlement embodied by this Release is contingent on every Plaintiff agreeing to its terms. Each Plaintiff

agrees that a digital scanned copy of this Release will have the same force and effect as the original that bears ink signatures and original notarizations.

By affixing his/her signature to this Release, each Plaintiff agrees to its terms.

CAUTION! READ BEFORE SIGNING

Arthur C. Banks, Plaintiff

STATE OF WASHINGTON)

) ss.

ACKNOWLEDGMENT

County of Pierce)

I certify that I know or have satisfactory evidence that Arthur C. Banks signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2021.

Printed Name: _____

NOTARY PUBLIC in and for the state of

Washington, residing at: _____

My commission expires: _____

CAUTION! READ BEFORE SIGNING

Toney Montgomery, Plaintiff

STATE OF WASHINGTON)

) ss.

ACKNOWLEDGMENT

County of Pierce)

I certify that I know or have satisfactory evidence that Toney Montgomery signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2021.

Printed Name:_____

NOTARY PUBLIC in and for the state of
Washington, residing at:_____

My commission expires:_____

CAUTION! READ BEFORE SIGNING

Whitney Brady, Plaintiff

STATE OF WASHINGTON)

) ss.

ACKNOWLEDGMENT

County of Pierce)

I certify that I know or have satisfactory evidence that Whitney Brady signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2021.

Printed Name:_____

NOTARY PUBLIC in and for the state of

Washington, residing at:_____

My commission expires:_____