

SETTLEMENT AGREEMENT

This Settlement Agreement (the “**Agreement**”) is entered into by: SAVANAH PRIMEAU and DRAKE ROSENLUND (together, the “**Plaintiffs**”); and the CITY OF EVERETT (the “**City**”) (collectively, the “parties” and each, a “party”).

Recitals

A. Plaintiffs commenced a lawsuit against the Everett Police Department (a department of the City), Jared Corson, and other unnamed individuals (collectively, “**Defendants**”) in the Washington State Superior Court for Snohomish County, cause number 21-2-06122-31 (the “**Lawsuit**”).

B. To avoid the expense and uncertainty associated with continuing to litigate the Lawsuit, the parties have agreed to the settlement set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the performance described herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Denial of Liability.** The parties acknowledge that this Agreement is not to be construed as an admission of liability by any party and that the City and the Everett Police Department expressly denies any liability or wrongdoing.
2. **Effective Date.** This Agreement is effective as of the date the last party signs the agreement.
3. **Settlement Payment.** The City will pay the sum of \$725,000.00 (the “**Settlement Payment**”) to Plaintiffs within 30 days of the Effective Date. The City will pay the Settlement Payment to Plaintiffs by delivery of a check in the amount of the Settlement Payment payable to “Albert Law PLLC in trust for Savannah Primeau and Drake Rosenlund,” and delivered to Plaintiffs’ counsel at 3131 Western Avenue, Suite 410, Seattle, WA 98121.
4. **Stipulated Dismissal.** Upon signature of this Agreement by all parties, the parties through their counsel shall jointly notify the Court that a settlement has been reached, and request that no orders been entered in the case pending formal dismissal. Within 7 days of delivery of the Settlement Payment to Plaintiffs’ counsel, the parties through their respective counsel of record shall stipulate to entry of an order dismissing with prejudice the Everett Police Department and all Defendants except Jared Corson from the Lawsuit and without any award of attorneys’ fees or costs. The parties acknowledge that the Court’s ruling regarding Plaintiffs’ Motion for Partial Summary Judgment against Defendant Everett Police Department on the Issue of Strict Liability (the “**Motion**”) shall have no force and effect and may not be used as precedent, and if the Court enters an order regarding the Motion (the “**Summary Judgment**”).

Order”) before the Court enters the stipulated order of dismissal with prejudice, then the parties will jointly request that the Summary Judgment Order be vacated.

5. **Plaintiffs’ Release.** Except for the rights and obligations in this Agreement, Plaintiffs release the City, the Everett Police Department and all unnamed Defendants and their representatives, employees, and agents, of all causes of action, claims, rights, demands, liabilities, obligations, duties, damages, fines, penalties, costs, expenses, and attorneys’ fees, of any kind or nature whatsoever, known or unknown, asserted or unasserted, pertaining to or relating to the Lawsuit or its subject matter, including, but not limited to, claims under the Washington Law Against Discrimination, claims under the state or U.S. Constitution, claims under state or federal statutes, and tort claims including negligence, negligent hiring and negligent supervision.

6. **Plaintiffs’ Claims Against Jared Corson.** Plaintiffs stipulate that any remaining claims against Mr. Corson they chose to pursue will be against him as an individual in his personal capacity, and not based in his official capacity or in his capacity as an employee of the City and the Everett Police Department. Plaintiffs will indemnify and hold harmless, the City and the Everett Police Department from all causes of action, claims, rights, demands, liabilities, obligations, duties, damages, fines, penalties, costs, expenses, and attorneys’ fees, of any kind or nature whatsoever, that defendant Jared Corson may seek from the City or the Everett Police Department because of, caused by, or as a result of, Plaintiffs’ pursuit of their claims or default judgment against Mr. Corson. Additionally, if Plaintiffs’ pursuit of their claims or default judgment against Mr. Corson legally requires the City to indemnify or reimburse Mr. Corson, Plaintiffs will waive any such claims against Mr. Corson and voluntarily dismiss such claims with prejudice and without any award of attorneys’ fees or costs. Plaintiffs agree not to disparage the City or the Everett Police Department in the course of pursuing claims against Mr. Corson.

7. **Good Faith and Fair Dealing.** The parties agree to work together in a spirit of good faith and fair dealing to resolve any disagreements that may arise concerning this Agreement. The parties will cooperate fully, timely execute all supplementary documents, and timely take all additional actions necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

8. **Parties Bound.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, and legal representatives of each party, and all persons claiming by, through, or under any such persons.

9. **No Waiver.** Any failure by any party to enforce any of the provisions of this Agreement or to require at any time performance by another party of any of the provisions hereof during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof and shall not be deemed a waiver of the rights of any party hereinafter to enforce any and each such provision.

10. **Opportunity to Confer with Counsel.** The parties represent that they have had an opportunity, if desired, to consult with counsel concerning their respective rights and obligations under this Agreement.

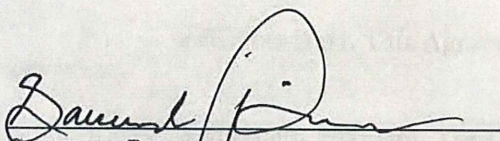
11. **Construction of Agreement.** This Agreement has been drafted by the parties following negotiations between them. This Agreement shall be construed according to the fair intent of the entire Agreement, and not construed for or against any party.

12. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington, without regard to its choice of law rules. Snohomish County, Washington shall be the exclusive venue for any action to enforce this Agreement.

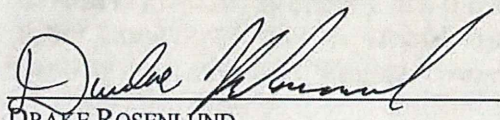
13. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and it supersedes and replaces all prior negotiations, representations or agreements, whether written or oral, relating to the subject matter of this Agreement. There are no representations, arrangements, understandings or agreements oral or written, between the parties relating to the subject matter of this Agreement other than what is expressed in this Agreement.

14. **Amendment.** This Settlement Agreement may not be amended, altered or modified, except by a written amendment executed by all parties.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. Counterparts of this Agreement may be executed by a party and delivered to the other party in a "pdf" file sent to the other parties via email. Photocopies and "pdf" files of any signed counterpart of this Agreement are effective and valid for all purposes as if they were the original signed copy. Additionally, properly authenticated "digital signatures" on the document shall be accepted as "original signatures".

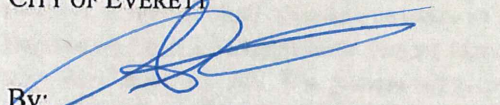

SAVANAH PRIMEAU

Date: 9/8/23

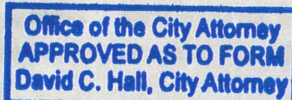

DRAKE ROSENLUND

Date: 9/8/23

CITY OF EVERETT

By: 
Mayor

Date: 9.15.23



ATTEST:


City Clerk