

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is entered into by and between Eric Hood ("Requester") and the Shoreline School District, a Washington quasi-municipal corporation ("District"). Requester and the District are collectively referred to herein as the "Parties."

WHEREAS, Requester submitted a public records request to the District pursuant to the Washington Public Records Act (PRA), Chapter 42.56 RCW, on September 16, 2020, relating to a state audit of the District;

WHEREAS, the District replied to the request on September 16, 2020;

WHEREAS, Requester initiated a lawsuit against the District in King County Superior Court alleging that the District's response to said public records request violated the PRA (Case No. 21-2-13843-4 SEA);

WHEREAS, following the Superior Court's order dismissing Requester's lawsuit with prejudice, he filed a notice of appeal; and

WHEREAS, the Parties wish to amicably resolve this dispute and any and all claims related thereto at the present time on mutually agreeable terms.

NOW THEREFORE, in consideration of the releases, promises, and benefits provided for by this Agreement, the Parties agree as follows:

1. The District will pay Requester twelve thousand five hundred dollars (\$12,500) in full and complete settlement of the claims brought by him in the lawsuit against the District referred to above. The District will make such payment to Requester by mail to him at Post Office Box 1547, Langley, WA 98260, no later than the end of the monthly financial cycle following execution of this Agreement by the District and approval of this Agreement by the Board of Directors. Requester acknowledges that the District is obligated to report this payment to the Internal Revenue Service using Form 1099-MISC, Miscellaneous Income.

2. Requester will immediately dismiss, with prejudice, the aforementioned lawsuit currently pending in King County Superior Court, Case No. 21-2-13843-4 SEA, using dismissal documents agreed upon by the parties.

3. By executing this Agreement, Requester hereby agrees that all requests he has submitted to the District, whether under the Washington State Public Records Act or otherwise, have been fully satisfied or forever withdrawn by him. Requester further agrees that he will not again seek from the District all or any of the same records that were sought by the records request underlying the lawsuit.

4. Requester, on his own behalf and on behalf of his descendants, representatives, and assigns, hereby releases the District and its directors, officers, employees, attorneys, agents,

insurers, successors, and assigns, individually and in their corporate capacities, from any claims, liability, or damages, including without limitation, under Chapter 42.56 RCW and any other federal, state, and local laws or ordinances and any common law claims now or hereafter recognized, arising from Requester's public records request made on September 16, 2020, and his interactions with the District related to said request. For the purpose of implementing a full and complete release of the District and its directors, officers, employees, attorneys, agents, successors, insurers, and assigns, individually and in their corporate capacities, Requester expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims, whether known or should have been known, concerning acts occurring up to the date of this Agreement, and this Agreement extinguishes any such claim or claims, provided that neither party is releasing the other from the terms of this Agreement, and that either party may bring an action to enforce this Agreement.

5. This Agreement is to compromise disputed claims and will not be construed as an admission of wrongdoing, liability, or violation of any law by any party.

6. This Agreement constitutes the entire Agreement between the Parties, supersedes any prior obligations, negotiations, or discussions between them, and may only be changed by written amendment signed by the Parties.

7. This Agreement will be interpreted and construed under the laws of the State of Washington. The Parties agree that should any legal proceeding be required to enforce any term or condition of this Agreement, the prevailing party in such proceeding will be entitled to an award of costs and reasonable attorney fees in addition to any other relief awarded. The Parties agree that the Superior Court of the State of Washington in and for King County will be the venue for and will have jurisdiction over the Parties in the event of such proceeding.

8. Should any of the provisions of this Agreement be rendered invalid by a court or government agency of competent jurisdiction, it is agreed that this will not in any way or manner affect the enforceability of the other provisions of this Agreement, which will remain in full force and effect.

9. Requester acknowledges that this Agreement itself is a public record, as are potentially other documents discussing this settlement, and further acknowledges that the PRA will govern if the District receives any PRA request(s) encompassing any such documentation.

10. This Agreement will be effective on the date last signed by the Parties below.

SHORELINE SCHOOL DISTRICT

Susana Reyes

Dr. Susana Reyes, Superintendent

3/24/22

Date:

REQUESTER

Eric Hood

Eric Hood

March 24, 2022

Date: