

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”) is entered into between Thomas Mercer (“Plaintiff”) and the Shoreline School District (“District”), collectively, “the Parties.”

WHEREAS, Plaintiff and the District are parties to a lawsuit filed under King County Cause No. 20-2-05492-5 SEA, concerning alleged violations of the Public Records Act (“PRA”), Chapter 42.56 RCW; and

WHEREAS, the Parties wish to avoid the uncertainties and inconveniences of further litigation and to resolve all disputed matters between them related to Plaintiff’s June 7, 2019 public records request.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. The District will pay the sum of \$55,000 (fifty-five thousand dollars) to Plaintiff as full and final settlement for all claims, including PRA penalties, attorney fees, and costs, relating to Plaintiff’s June 7, 2019 public records request. The District will pay the sum to Plaintiff’s attorney by check made out to MacDonald Hoague & Bayless in Trust for Thomas Mercer.

2. Following approval of this Agreement by the District’s Board of Directors on December 7, 2020, the District’s authorized representative will execute the Agreement on December 8, 2020.

3. The District will issue and mail payment for the settlement sum referenced in Section 1 of this Agreement by December 11, 2020.

4. Plaintiff accepts the sum referenced in Section 1 of this Agreement as full settlement of all claims arising from his June 7, 2019 public records request. Receipt of the above-referenced sum shall release and forever extinguish all claims by Plaintiff and Plaintiff’s representatives or heirs related to the request, including claims for PRA penalties, attorney fees, and costs.

5. Upon execution of this Agreement by the Parties followed by Plaintiff’s receipt of the sum referenced in Section 1 of this Agreement, the Parties will stipulate to a dismissal with prejudice of the lawsuit referenced above, without further award of fees or costs.

6. The District will continue to search for any remaining records responsive to Plaintiff’s June 7, 2019 public records request, and will produce any responsive records that are found. The District will notify Plaintiff when it completes the disclosure of responsive records.

7. The District will review its internal policies, procedures, and practices related to PRA compliance, and update the same to the extent deemed appropriate by the District.

8. The District will publicize its commitment to PRA compliance on its website landing page for public records requests.

9. The District will ensure that staff responsible for PRA compliance will receive additional PRA training within 90 days of the execution of this Agreement.

10. The Parties acknowledge that this Agreement is not, and will not be construed as, an admission of wrongdoing, liability, or a violation of any law.

11. 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. This Agreement has been drafted with input from both Parties following negotiations between them, and shall be construed according to its terms and not for or against either Party as the drafting party.

12. This Agreement will be interpreted and construed under the laws of the State of Washington. 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.

13. This Agreement will be effective upon execution by authorized representatives of the Parties. In executing this Agreement, signatures by electronic mail, facsimile, or photocopy will be considered appropriate substitutes for originals.

14. Should any of the provisions of this Agreement be rendered invalid by a court 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.

**SHORELINE SCHOOL DISTRICT**

**PLAINTIFF**

\_\_\_\_\_  
Rebecca Miner  
Superintendent

\_\_\_\_\_  
Thomas Mercer  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date