

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered into as of the date of the last party signing below, by and between Constance King, Kevin Grossman and John D. Hollinrake, Jr. (hereinafter collectively "King"), and the City of Shoreline (hereinafter "Shoreline").

### **RECITALS**

A. King filed a lawsuit against Maggie Fimia, Robert Ransom, John Chang, and Janet Way (hereinafter collectively "Fimia"), in January of 2006 alleging various claims relating to violations of the Open Public Meeting Act (RCW 42.30). In August of 2007, Shoreline was added to the lawsuit as an additional defendant. King's lawsuit is pending in the Superior Court of the State of Washington for King County, Cause No. 06-2-00803-1SEA (the "Lawsuit");

B. King and Shoreline now desire to settle and resolve all claims relating to the Lawsuit without further expense or delay.

### **AGREEMENT**

In consideration of the mutual promises and agreements contained herein, King and Shoreline agree as follows:

1. Payment to King. In exchange for the release and other consideration described herein, Shoreline agrees to pay King the sum of One Hundred Fifty-Nine Thousand Dollars (\$159,000.00), in the form of a check, to be delivered to the law offices of counsel for King, Michele Earl-Hubbard and Greg Overstreet, Allied Law Group LLC, 12354 30<sup>th</sup> Avenue NE, Seattle, Washington 98125.

2. Release by King. King, on behalf of themselves, their affiliates, and their successors and assigns, release and forever discharge and covenant not to sue with respect to any and all claims, rights, demands, and causes of action related to the December 2005 events alleged in the Complaint, whether known or unknown, liquidated or unliquidated (including attorneys' fees and costs), which King has, had, or could have asserted against Fimia/or Shoreline, their affiliates, their past or present officers, directors, agents, representatives or employees and their respective heirs, executors, or administrators and assigns that arose at any time prior to the date of this Agreement.

3. No Admission. This Agreement is not an admission of liability or wrongdoing by any party in the Lawsuit.

4. Dismissal of the Lawsuit. Within five (5) court days after Shoreline executes and delivers this fully executed Agreement and monies pursuant to Paragraph 1, King shall present to the Court a proposed Order for Dismissal of the Lawsuit pursuant to CR 41(a)(1)(B), including all claims asserted therein, with prejudice and without costs to any party.

5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

6. Free Will. King and Shoreline hereby represent and warrant that they have entered into this Agreement of their own free will and in accordance with their own judgment and upon advice of their own legal counsel, and state that they have not been induced to enter into this Agreement by any statement, act or representation of any kind or character on the part of anyone except as expressly set forth in this Agreement.

7. Authority. The individual signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the parties they purport to represent herein.

8. Amendments. This Agreement may not be amended or modified except by a writing, signed by the parties to be bound thereby, or signed by their respective attorneys as authorized.

9. Entire Agreement. This Agreement constitutes the final written expression of all the terms of this Agreement and is a complete and exclusive statement of the terms of the Agreement.

10. Counterparts. This Agreement may be executed in counterparts by one or more of the parties named herein and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the parties to this Agreement. This Agreement may close with the use of facsimile signatures.

11. Effectiveness. This Agreement shall become effective immediately following execution by all of the parties; provided, however, that the releases as described in this Agreement shall not take effect until King has received from Shoreline the settlement payment described in paragraph 1.

12. Captions. The captions contained in the paragraphs of this Agreement are for convenience of reference only and do not in any ways limit, expand or modify the terms or provisions of this Agreement.

13. Legislative Declaration. The City acknowledges the importance of the Open Public Meetings Act, RCW 42.30 et seq., and reaffirms its commitment to open government and its agreement with and support of the Legislative Declaration of that act at RCW 42.30.010:

The legislature finds and declares that all public commissions, boards, councils, committees, subcommittees, departments, divisions, offices, and all other public agencies of this state and subdivisions thereof exist to aid in the conduct of the people's business. It is the intent of this chapter that their actions be taken openly and that their deliberations be conducted openly.

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

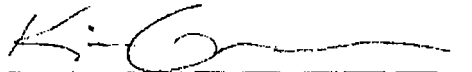
RCW 42.30.010.

**CONSTANCE KING**

\_\_\_\_\_  
By: Constance King, personally

Dated: \_\_\_\_\_

**KEVIN GROSSMAN**



By: Kevin Grossman, personally

Dated: 9/13/07

**JOHN D. HOLLINRAKE, JR.**

\_\_\_\_\_  
By: John D. Hollinrake, Jr., personally

Dated: \_\_\_\_\_

**CITY OF SHORELINE**

\_\_\_\_\_  
Robert L. Olander  
Shoreline City Manager

Dated: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Ian R. Sievers  
Shoreline City Attorney

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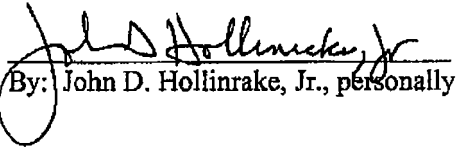
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**KEVIN GROSSMAN**

\_\_\_\_\_  
By: Kevin Grossman, personally

Dated: \_\_\_\_\_

**JOHN D. HOLLINRAKE, JR.**

  
By: John D. Hollinrake, Jr., personally

Dated: 9/13/07

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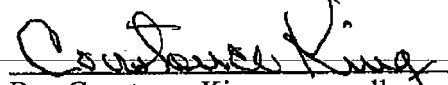
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By: Constance King, personally

Dated: 9-13-07