

**SETTLEMENT, MUTUAL RELEASE,
AND HOLD HARMLESS AGREEMENT**

THIS SETTLEMENT, MUTUAL RELEASE, AND HOLD HARMLESS AGREEMENT (the "Agreement") is entered into between, on the one hand, Mr. Enrique Ahumada-Meza and, on the other hand, the City of Marysville and Matthew Goolsby, in his individual capacity (the "Defendants"). Enrique Ahumada-Meza and the Defendants are collectively referred to herein as the "Parties." This Agreement shall be effective as of date fully executed by the Parties.

KNOW ALL BY THESE PRESENTS:

1. Mutual Release. (a) Enrique Ahumada-Meza, on behalf of himself as an individual plaintiff in *Ahumada-Meza v. City of Marysville, et al.*, No. 2:19-cv-01165 TSZ (W.D. Wash.) (the "Lawsuit"), being of lawful age, for the consideration of eighty five thousand Dollars (\$85,000) paid to him, as specified herein below and receipt of which is hereby acknowledged, does hereby and for his heirs, executors, administrators, successors and assigns release, acquit and forever discharge the City of Marysville and Matthew Goolsby, in his individual capacity, and their agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, expenses and compensation whatsoever, which Enrique Ahumada-Meza now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries or death and property damage and the consequences thereof resulting or to result from the events which occurred at or near Marysville, WA, on or around December 18, 2017, and February 15-16, 2018, as more fully set forth in the Complaint filed in the Lawsuit (the "Ahumada-Meza Release"). (b) Defendants, in consideration for the Ahumada-Meza Release, do hereby and for their heirs, executors, administrators, successors and assigns release, acquit and forever discharge Enrique Ahumada-Meza, and his agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all civil claims, actions, expenses and compensation whatsoever, which Defendants now have or which may hereafter accrue on account of or in any way relating to the events which occurred at or near Marysville, WA, on or around December 18, 2017, and February 15-16, 2018, as more fully set forth in the Complaint filed in the Lawsuit (the "Defendants Release"). Defendants' Release does not apply to any potential criminal action. (c) Enrique Ahumada-Meza declares that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of Defendants or their representatives or by any physician or surgeon by them employed.

2. Payment. Following the execution of this Agreement, Defendants shall issue a check in the amount of \$85,000 made payable to the Northwest Immigrant Rights Project in trust for the Undersigned. From this total amount, \$70,000 is paid to Mr. Ahumada-Meza as general damages, and \$15,000 is received by the Northwest Immigrant Rights Project as attorney fees.

3. Amended Policy. Prior to the filing of the Complaint in the Lawsuit, the City of Marysville updated its Policy 36.03.17.01 addressing immigration detainers and administrative

warrants. Prior to the execution of this Agreement, the City of Marysville made additional updates, which were implemented on November 21, 2019. The Policy is attached to this agreement for reference as **Appendix A**.

4. No Admission of Liability. It is understood and agreed that this settlement is the compromise of a disputed claim, and entry into this Agreement is not to be construed or represented as an admission of liability on the part of the parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

5. Representations and Warranties. In consideration of payment of the above sum, Enrique Ahumada-Meza represents, warrants and agrees that he or his legal representative will satisfy any and all lien claims against the above sum, or any settlement or recovery arising out of the incident, casualty or events which occurred as above-described. In further consideration of the payment of the above sum, Enrique Ahumada-Meza agrees to indemnify all Defendants named in the above-referenced action, their attorneys of record, and their respective liability insurance carriers, and agrees to hold the same harmless against any claim, suit, action or demand asserting a lien against said sum, settlement or recovery, including the expenses of investigation, attorneys' fees, and other costs of litigation. In further consideration of payment of the above sum, the undersigned agrees to pay the expenses of investigation, attorneys' fees and all other costs of any action brought by any or all Defendants named in the above action, their attorneys of record, and their respective liability insurance carriers against the undersigned to establish and/or enforce indemnification hereunder.

6. Stipulation of Dismissal. Upon execution of this Agreement, the Parties agree to the filing of a stipulated order of dismissal of the Lawsuit with no further award of attorney fees or costs.

7. Entire Agreement. The Parties further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT.

Appendix A

36.03.17.01

This policy addresses immigration status of persons held in the jail and interactions with federal immigration authorities -- the U.S. Department of Homeland Security (DHS) or any of its sub-agencies, including Immigration and Customs Enforcement (ICE) and Customs and Border Protection (CBP) or other federal agency charged with immigration enforcement -- and is based on state law including RCW 43.17.420, RCW 10.93.160, and Chapter 440 LAWS OF 2019 sec. 8.

Immigration Detainers and Administrative Warrants

1. No individual will be detained or held solely on a detainer or civil immigration warrant issued by DHS, ICE, or CBP, unless the document is accompanied by a court order signed by a federal judge or magistrate authorized under the Article III of the U.S. Constitution.
 - a. A statement of probable cause signed only by a DHS, ICE, or CBP officer does not constitute a qualifying court order. Typically these will be on Form I-247 or I-247A.
 - b. A removal order from a federal immigration judge or a federal immigration officer is *not* an order as to the arrest or continuing detention of an individual, because immigration judges are not Article III judges.
 - c. If you are uncertain about the nature of a document received from a federal agency or have questions about it, notify your chain of command and forward it to the legal department for review.
2. No person will be detained, arrested, or otherwise held solely to determine his or her immigration status.

Information Gathering and Sharing

1. Do not inquire into or collect information about an individual's immigration or citizenship status, or place of birth, unless there is a connection between such information and an investigation into a violation of state or local criminal law.
2. At the time of booking an individual will be informed of (1) their right to refuse to disclose their nationality, citizenship, or immigration status, and (2) the possibility that disclosure of such information may result in civil or criminal immigration enforcement, including removal from the United States. This may be done via a department-approved form.
3. Nonpublicly available personal information about an individual in custody, will not be provided to DHS, ICE, or CBP in a noncriminal matter except as required by state or federal law. The phrase noncriminal matter refers to the federal investigation or request; the fact that an individual is being held for violation of state or local criminal law does not render the matter criminal.

4. A DHS, ICE, or CBP officer will not be granted access to an individual in custody at Marysville City Jail unless one of the following exceptions applies:
 - a. The federal immigration officer states that he or she is investigating a criminal matter;
 - b. State law, federal law, or a court order requires that the federal immigration officer be granted access; or
 - c. The individual in custody provides written consent agreeing to be interviewed by a federal immigration officer. Prior to obtaining written consent, the officer must orally explain to the individual the purpose of the interview, the voluntary nature of interview, the individual's right to decline to be interviewed, and the individual's right to be interviewed only with an attorney present. The officer must also provide a written consent form that explains the same information, which the individual must sign prior to granting the federal immigration officer's request to enter and conduct an interview.
5. Do not notify DHS, ICE, CBP, or any of their officers of the release date or time of an individual for the purpose of civil immigration enforcement. This includes requests made on forms I-247A and I-247N.
6. Nothing in this section prohibits information sharing authorized by federal law under 8 U.S.C. § 1373.