Settlement Agreement and Release of All Claims

Arthur West v. Washington State Redistricting Commission, et al.
Thurston County Superior Court Cause No. 21-2-01949-34

Plaintiff *Arthur West* ("Plaintiff") and Defendants *Washington State Redistricting Commission*, *the State of Washington*, and *Washington State Redistricting Commissioners* Sarah Augustine, Joe Fain, Paul Graves, April Sims, and Brady Walkinshaw (together, "Defendants") have agreed settle the above-referenced matter on the terms set forth below in this Settlement Agreement and Release of All Claims ("Release").

FOR AND IN CONSIDERATION of the payment to Plaintiff of *FIFTEEN THOUSAND Dollars and ZERO Cents (US $15,000.00)* by the Washington State Redistricting Commission, receipt of which will be considered timely if delivered within fifteen (15) court days of Plaintiff's transmittal of a signed and notarized copy of this Release to counsel for all Defendants, Plaintiff does hereby release, acquit, and forever discharge Defendants and any of their officers, agents, and employees, of and from any and all claims that have been or could have been raised in the lawsuit entitled *Arthur West, Plaintiff, v. Washington State Redistricting Commission, et al., Defendants*, which was assigned Thurston County Superior Court cause number 21-2-01949-34 (the "Lawsuit"). Such released claims include any and all actions, causes of action, penalties, attorney's fees, remedies, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, the subject matter of the Lawsuit.

In making this Release and entering into the agreement documented herein, it is understood and agreed that Plaintiff relies wholly upon his judgment, belief, and knowledge of the nature, extent, and duration of the subject claims, damages, penalties, fees and costs, and that he has not been influenced to any extent whatsoever in making this Release by any representations or statements regarding said claims, damages, penalties, fees or costs, or any other matters, made by Defendants or by any person or persons representing them.

It is further understood and agreed that this settlement is the compromise of disputed claims, that the Defendants deny liability for these claims, except insofar as they have entered into a consent decree with Plaintiff and the Washington Coalition for Open Government (the "Consent Decree"), and that the associated payment is not to be construed as an admission of liability on the part of Defendants, or by their officials, agents, or employees.

It is further understood that this Release will operate to relinquish and waive all claims that have been or could have been raised in the Lawsuit, whether known or unknown, other than those which may be resolved in the Consent Decree.

It is further understood that Plaintiff has the authority to enter into and sign this Release on his own behalf and that his signature is binding.

This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

Plaintiff further acknowledges and agrees that he has carefully read the foregoing Release and know the contents thereof, and sign the same as his own free act. He further acknowledges that he has the ability and opportunity to consult with an attorney of his own choosing, at his own expense, relating to this Release and the claims being relinquished by its operation before affixing his signature below. Plaintiff has either consulted with his own counsel relating to this Release or he waives any subsequent argument based on the fact that he did not consult with counsel in this regard. He further acknowledges that he had the ability to negotiate this instrument.

Within ten (10) calendar days following delivery of the above-referenced consideration, Plaintiff will execute a Stipulation and Agreed Order of Dismissal with Prejudice and provide the same to counsel for Defendants, with each party to bear its own costs.

The parties that a digital scanned copy of this Release will have the same force and effect as the original that bears an ink signature and original notarization.

This Agreement is entered into, on February ___, 2022.

Arthur West
120 State Ave. NE #1497
Olympia, WA 98501

Plaintiff

PACIFICA LAW GROUP LLP

By _____
Zachary J. Pekelis, WSBA #44557
Christina E. Jaccard, WSBA #55592

Attorneys for Defendants Washington State Redistricting Commission, Sarah Augustine Joe Fain, Paul Graves, April Sims, and Brady Walkinshaw

WASHINGTON STATE ATTORNEY
GENERAL'S OFFICE

By: _____
Andrew R.W. Hughes, WSBA #49515
Cristina Sepe, WSBA #53609

Attorneys for Defendant State of Washington

ss. ACKNOWLEDGMENT

I certify that I know or have satisfactory evidence that Arthur West appeared before me and signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

STATE OF WASHINGTON) County of Thurston)

DATED this 25 day of FEB, 2022.

Printed Name: _____

NOTARY PUBLIC in and for the state of Washington, residing at:

My commission expires. 2-29-24

B. DAVID PLATT
★★ NOTARY PUBLIC ★★
COMMISSION EXPIRES
FEBRUARY 29, 2024
STATE OF WASHINGTON