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| <input type="checkbox"/> EXPEDITE <input checked="" type="checkbox"/> No Hearing Set <input type="checkbox"/> Hearing is Set: Date: Time: <u>RICHARD STROPHY</u> |
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Deleted: CHRISTOPHER WICKHAM

**STATE OF WASHINGTON
THURSTON COUNTY SUPERIOR COURT**

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| ALLAN PARMELEE, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> HAROLD CLARKE, <p style="text-align: center;">Defendant.</p> | | NO. 05-2-01317-3 RELEASE AND SETTLEMENT AGREEMENT |
|--|--|---|

This is a Release and Settlement Agreement for the above-referenced action. Based upon consideration and mutual promises, the Plaintiff, ALLAN PARMELEE, by and through his attorney, MICHAEL KAHRS, and the Defendant, Harold Clarke, by and through his attorneys, ROB MCKENNA, Attorney General, and ALLISON STANHOPE, Assistant Attorney General, agree to the following:

1. In consideration of the following provisions of the Release and Settlement Agreement, ALLAN PARMELEE, his heirs, assigns or other successors in interest, do hereby release and forever discharge the State of Washington, its officers, agents, employees, agencies, and departments for any and all existing and future claims,

1 damages and causes of action of any nature arising out of Plaintiff's public disclosure
2 request dated June 2, 2002, as described in Plaintiff's Complaint in this action, made
3 pursuant to RCW 42.17.250 et seq., and which is the source of his claims against the
4 Defendant.

5 2. This Agreement is the final, conclusive and complete release of all
6 known, as well as all unknown and unanticipated damages arising out of the incidents
7 set forth in Plaintiff's Complaint in this action.

8 3. This Agreement shall be effective when signed by all parties and/or their
9 legal representatives.

10 4. The State shall pay directly to MICHAEL KAHRS, as the designated
11 payee of Plaintiff ALLAN PARMELEE, the sum of Fifteen Thousand Dollars and zero
12 cents (\$15,000.00) as full and complete settlement of this matter. This settlement sum
13 includes costs, penalties and attorney fees, if any. The settlement amount of Fifteen
14 Thousand Dollars and zero cents (\$15,000.00) will be payable by check or warrant to
15 MICHAEL KAHRS, as the designated payee for Plaintiff ALLAN PARMELEE.
16 Plaintiff represents to Defendant that MICHAEL KAHRS has been authorized by him
17 to accept payment of the settlement amount from Defendant and that such acceptance
18 satisfies all claims Plaintiff has against Defendant in this matter.

19 5. The parties agree that this Release and Settlement Agreement is not an
20 admission of liability or that any claim or defense advanced by any party lacks merit.

21 6. This Agreement constitutes the final written expression of all the terms
22 of this Agreement and is a complete and exclusive statement of these terms.

7. The parties agree that neither party is to be considered a prevailing party
in this action for any purpose, including, but not limited to, attorney fees.

1 8. The parties jointly agree that dismissal with prejudice of this action is an
2 appropriate resolution in consideration for payment of the sum of Fifteen Thousand
3 Dollars and zero cents (\$15,000.00) and the other consideration provided for in this
4 Agreement. The parties also agree to sign and file a stipulated motion for the entry of
5 an order dismissing this action with prejudice.

6 9. The Plaintiff agrees and covenants not to sue the State of Washington or
7 its agencies, employees and officials over the claims concluded by this settlement
8 agreement.

9 10. The undersigned parties declare that the terms of this Release and
10 Settlement Agreement are completely read, wholly understood and voluntarily accepted
11 for the purpose of making a full and final compromise, adjustment and settlement of
12 any and all claims brought by Plaintiff in this action against Defendant.

13 _____
14 ALLAN PARMELEE, #793782
15 Petitioner

DATE

16 _____
17 MICHAEL KAHRS, WSBA# 27085
18 Attorney for Plaintiff

DATE

19 _____
20 KATHY GASTREICH
21 Risk Manager
22 Department of Corrections

DATE

ALLISON STANHOPE, WSBA #30486
Assistant Attorney General
Attorney for Defendant

DATE