

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the “Agreement”) is entered into by and among KARA BRANDON, as an individual and also as the duly authorized personal representative of the ESTATE OF WILLIAM EDWARD ABBE (hereinafter “Plaintiff”); and THE CITY OF VANCOUVER, a Washington municipal corporation, on its own behalf and also, pursuant to chapter 2.46 of the Vancouver Municipal Code, on behalf of all current and former City employees and officials (hereinafter collectively “City” or “Defendant”). Plaintiff and Defendant are referred to collectively as “the Parties.”

### I. Background

A. Claims, Parties & Lawsuit. On or about April 28, 2020, William Edward Abbe was shot and killed by Vancouver Police Officers [hereinafter “Incident”]. On or about July 16, 2021, Plaintiff, the daughter of William Edward Abbe, was appointed by the Clark County Superior Court to be the personal representative of the Estate of William Edward Abbe (Clark County Superior Court Cause No. 21-4-00792-06). On or about August 6, 2021, Plaintiff filed a tort claim with the City pursuant to Section 4.96.020 of the Revised Code of Washington (RCW) [hereinafter “Claim”], asserting that the City was liable for William Abbe’s death. On October 26, 2021, Plaintiff filed a lawsuit in the United States District Court for the Western District of Washington under Cause Number 3:21-cv-05790-LK against the City and three of the City’s police officers [hereinafter “Lawsuit”]. Defendant denies Plaintiff’s allegations of wrongdoing.

B. Full and Final Settlement. The parties to this Agreement desire to settle and resolve, fully and finally, all claims of all parties to this Agreement which have been alleged or could have been alleged in the Claim, Lawsuit, or otherwise relating to the Incident or in prosecuting or defending the same.

C. Denial of Liability. This Agreement expresses the full and complete settlement of any and all claims among the parties hereto. Liability for such claims is expressly denied by the City.

D. Representation by Plaintiff Regarding Medicare Benefits. Plaintiff represents that Medicare has not made any conditional payments for either her medical care or William Abbe’s medical care, and that she is not Medicare eligible and does not expect to be so eligible within three (3) years of the date of this Agreement. Consequently, Medicare has no interest in this Settlement.

### II. Agreements

Based on the foregoing recitals, the parties to this Agreement hereby individually and mutually agree as follows:

A. Obligations of Plaintiff. In consideration for the payments, releases, and other agreements by the other parties to this Agreement, Plaintiff hereby agrees to be obligated to the following:

Release: Plaintiff, on her behalf and also on behalf of all statutory beneficiaries of the Estate of William Edward Abbe, does hereby release and fully discharge Defendant and its insurers, agents, lawyers, officers and directors, elected and appointed officials, servants, employees, heirs, executors, administrators, and assigns of any such released persons or entities, past and present (collectively referred to herein as “Released Parties”), from any and all manner of claims, demands, complaints, liabilities, obligations, damages, causes of action or suits, whether known or unknown, whether suspected or unsuspected, which Plaintiff, and her or the Estate of William Abbe’s beneficiaries, heirs, executors, administrators, or assigns may have as against the Released Parties, arising from or in any way connected to the Incident, Claim and/or Lawsuit, and/or facts described therein, and/or events that precede the effective date of this Agreement. This release includes, but is not limited to, all claims, demands, complaints, liabilities, obligations, damages, causes of action or suits, whether known or unknown, and whether suspected or unsuspected. This release extends to all matters alleged or asserted by Plaintiff and/or any other potential party to the Lawsuit, and shall fully absolve and release the Released Parties from any liability relating to acts preceding the date of this Agreement, and such acts shall not serve as a basis for any future claim of liability.

Release and Indemnification Re: Past and Future Medicare Benefits. Plaintiff acknowledges the representation in Part I.D. of this Agreement as true. As a condition of the settlement and release, Plaintiff represents and warrants that as of the date of this Agreement, she has provided the Defendant all information she knows about any and all Medicare rights to recovery as of this date. Plaintiff agrees to reimburse, indemnify and hold harmless each and every one of the Released Parties (as defined in the preceding paragraph), with respect to all known and unknown Medicare rights to recovery related to the Incident for which the federal government may seek repayment as well as any fine or penalty the federal government may seek resulting from the sufficiency and or accuracy of the information Plaintiff has provided to Defendant regarding Medicare rights to recovery known as of this date.

Plaintiff further knowingly, voluntarily, and intelligently waives any and all private causes of action that may exist under to 42 U.S.C. § 1395y(b)(3) and any corresponding regulations, and hereby release and hold harmless the Defendants and Released Parties from the same. Plaintiff further agrees to release, indemnify, and hold harmless the Released Parties from any and all claims, liens, penalties, and any other actions or liabilities relating to past and future medical treatment or care attributable to the Incident, including all past and future liens and interests of Medicare. In the event that any suit or other proceeding is brought on account of Medicare’s current or future liens, Plaintiff agrees to pay all costs, expenses, and attorney fees incurred in the Released Parties (including their insurers’ and attorneys’) defense of such claims and actions. Plaintiff further agrees to indemnify and hold harmless the Released Parties, their insurers and attorneys from any and

all adverse consequences in the event this settlement or notice to Medicare results in the loss of right to Medicare benefits to the extent Plaintiff otherwise would have been entitled to said benefits in the absence of this agreement.

Tax Consequences: Plaintiff agrees to be fully responsible for all tax liability, if any exists, that may result from the consideration(s) offered herein. Plaintiff agrees that Defendant has not offered or provided her with any tax advice in relation to this Agreement.

B. Obligations of Defendants. In consideration for the payments, releases, and other agreements by the other parties to this Agreement, Defendants agrees to be obligated to the following:

Payment to Plaintiff by City: Defendant City shall pay the total sum of Seven Hundred Twenty-Five Thousand Dollars and Zero Cents (\$725,000.00) to Plaintiff. Payment shall be by wire transfer payable to “Angus Lee Law Firm, PLLC”, Tax ID 47-2442151. The transfer of funds shall occur within fourteen (14) days after the Vancouver City Council approves this Settlement as provided in Paragraph II.H below.

C. Obligations of all Parties: The Parties mutually agree to be obligated to the following:

1. Waiver of Right to Bring Future Claims and Mutual Release: The Parties hereby release each other from and waive their rights to bring all claims, counterclaims, and cross-claims that relate to the Incident, Claim, and/or Lawsuit, including but not limited to claims for contribution under chapter 4.22 RCW. Each party shall bear its own costs, attorney fees, and other expenses of litigation in connection with any claims relating to the Lawsuit and/or the pursuit or defense of any claim released herein.
2. Stipulation to Dismiss Lawsuit with Prejudice: The Parties, through their respective counsel, agree to execute a stipulation and order of dismissal of all claims in the Lawsuit and agree that such dismissal will be prejudice and without costs awarded to either side. Such dismissal shall be made pursuant to Federal Rule of Civil Procedure 41. Any claim advanced within the Lawsuit, or any claim which could have been advanced, shall not be refiled.

3. Confidentiality: In response to any inquiries regarding this Settlement Agreement and Release from the media, the Parties agree to provide a joint statement in substantially the form below:

A human life was lost and everyone involved in this case on both sides recognizes the significance of that loss. Every human life is important and has dignity. Both parties agree that settlement is in the best interest of all involved. The City of Vancouver will not make any further statement on this matter and Mr. Abbe's daughter wishes to avoid media contact so that she can move forward with her life. Both sides asks that media respect her wishes in that regard.

The parties recognize this Agreement is not exempt from disclosure under Washington's Public Records Act, ch. 42.56 RCW, and is not exempt from production in response to a subpoena or similar judicial process. Other than as provided in this Paragraph II.C.3, the Parties will keep this settlement and its terms confidential.

D. Voluntary Signatures: IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT HAS BEEN EXECUTED KNOWINGLY AND VOLUNTARILY AND THAT EACH PARTY TO THIS AGREEMENT HAS HAD FULL OPPORTUNITY FOR LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT. THIS AGREEMENT CONTAINS ALL MATERIAL TERMS AND CONDITIONS OF SETTLEMENT OF THE PARTIES HERETO. THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL AND NOT MERELY A RECITAL. EACH PARTY TO THIS AGREEMENT AGREES THAT IT HAS HAD THE OPPORTUNITY TO READ THIS AGREEMENT, HAS HAD IT FULLY EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL, UNDERSTANDS AND APPRECIATES ITS WORDS AND TERMS AND THEIR EFFECT, AND SIGNS THIS AGREEMENT VOLUNTARILY OF HIS OR HER OWN FREE WILL AND ACCORD.

E. Entire Understanding: This Agreement sets forth the entire agreement of the parties and may be modified only by written instrument duly executed by each party. This Agreement supersedes and replaces any prior written agreement between the Parties.

F. Binding Effect: This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, transferees, employees, insurers, representatives, agents, and assigns.

G. Counterpart Signatures: The parties agree that this Agreement may be executed in counterparts. The parties further agree that a copy or facsimile reproduction of a signature shall have the same force and effect and be deemed the equivalent to an original.

H. Authorization and Acceptance by City Council: Per Washington's Open Public Meetings Act, chapter 42.30 RCW, this Agreement does not take effect until the Vancouver City Manager executes it on authorization granted by the Vancouver City Council in open session.

I, KARA BRANDON, STATE THAT I HAVE COMPLETELY READ THE TERMS OF THIS AGREEMENT, CONSISTING OF SIX PAGES (INCLUDING SIGNATURE PAGES), AND THAT THOSE TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.

\_\_\_\_\_  
KARA BRANDON, Plaintiff

STATE OF Washington                    )  
  )ss:  
County of Clark                            )

I hereby certify that I know or have satisfactory evidence that KARA BRANDON is the person who appeared before me as individual and also as the duly authorized personal representative of the Estate of William Edward Abbe, and said person signed this instrument, and on oath acknowledged it as the personal representative of the Estate of William Edward Abbe to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Signed and sworn to before me on \_\_\_\_\_, 2022 by KARA BRANDON.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,

My appointment expires: \_\_\_\_\_

[notary seal]

Approved as to form:

\_\_\_\_\_  
D. Angus Lee, WSBA #36473  
Attorney for Plaintiff

I, ERIC HOLMES, ACTING AS THE CITY MANAGER FOR THE CITY OF VANCOUVER, STATE THAT I HAVE COMPLETELY READ THE TERMS OF THIS AGREEMENT, CONSISTING OF SIX PAGES (INCLUDING ALL SIGNATURE PAGES), AND THAT THOSE TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.

\_\_\_\_\_  
ERIC HOLMES, City Manager  
For the CITY OF VANCOUVER, Defendant

STATE OF Washington )  
 )ss:  
County of Clark )

I hereby certify that I know or have satisfactory evidence that ERIC HOLMES is the person who appeared before me and on the date set forth below said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Signed and sworn to before me on, \_\_\_\_\_, 2022 by ERIC HOLMES.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,

My appointment expires: \_\_\_\_\_

[notary seal]

Approved as to form:

CITY ATTORNEY'S OFFICE  
VANCOUVER, WASHINGTON

By: \_\_\_\_\_  
Daniel G. Lloyd, WSBA #34221  
Assistant City Attorney  
Attorney for Defendants

INITIALS \_\_\_\_\_