

SETTLEMENT AGREEMENT

1. Mediation

On March 22, 2018, the parties in the matter of Carol Waters v. City of Yakima, et. al., Yakima County Superior Court Case No. 15-2-02681-9, engaged in a mediation with Gregg Bertram acting as mediator.

2. Release

For the consideration recited below, Carol Waters and her representatives, beneficiaries, heirs, children, grandchildren, executors, administrators, successors and assigns (hereinafter "Releasing Parties"), forever release the City of Yakima, Cities Insurance Association of Washington ("CIAW"), Clear Risk Solutions, Munich Reinsurance, and all their respective past, present, and future agents, employees, officers, directors, elected and appointed officials, assigns, successors, attorneys, insurers, and related entities (hereinafter "Entities Released") from all claims, rights and causes of action, which may ever be asserted by the Releasing Parties, whether presently known or unknown, presently asserted or unasserted, presently vested or contingent, which in any way arise out of or are related to any incidents, acts or omissions between the Releasing Parties and the City of Yakima and its past, present or future elected or appointed officials, officers, employees, and agents, including but not limited to: (1) an incident involving claimant Carol Waters when she tripped and fell in the vicinity of a sidewalk located on the east side of Fair Avenue in the proximity of Gate 1 of the Fairgrounds in Yakima, Washington on September 23, 2012; (2) all those matters which are or could have been the subject of the Claim for Damages filed by Carol Waters on or about June 4, 2015; (3) all those matters which are or could have been the subject of Yakima County Superior Court Case No. 15-2-02681-9; and (4) any other incidents, acts or omissions involving the Releasing Parties and the Entities Released occurring through the date this Settlement Agreement is signed.

This release includes all claims, rights and causes of action under federal, state, or local law, including, but not limited to, those based in statute, regulation, code, ordinance, tort, contract, equity or otherwise.

This release is intended to cover any and all past, present, and future injuries, damages or losses known, or not known to the parties to this agreement, but which may later develop, or be discovered in connection with the above-referenced incident including, but not limited to, wrongful death claims, survivorship claims, loss of income, loss of benefits, medical expenses, all claims for loss of parent-child relationship or support, loss of

consortium, property damage, attorney's fees, and costs.

3. Consideration

The consideration for the aforementioned release of claims contained in paragraph 2 above and for this settlement includes the following:

- 1) Payment by the City of Yakima, CIAW and/or Munich Reinsurance to the Abeyta Nelson Trust Account, the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00), payable for the benefit of the Releasing Parties, and payment of the mediator's fee, subject to the approval by the Yakima City Council;
- 2) Dismissal with prejudice and without costs or fees of Yakima County Superior Court Case No. 15-2-02681-9;
- 3) Tax liability, if any, on the proceeds of the settlement sum shall be paid by the Releasing Parties, and the Releasing Parties agree to hold the City of Yakima harmless and to indemnify them from any tax consequences of this settlement. The duty to indemnify and hold harmless the City of Yakima includes, but is not limited to, any required employer contribution or payment if any of the settlement proceeds are determined to be taxable income as to the Releasing Parties or their law firms.

4. Indemnification for Subrogation and Lien Claims, and Hold Harmless

The undersigned covenants and represents that all liens, reimbursement, assigned and subrogation claims (including, but not limited to, all liens, reimbursement, assigned and subrogation claims under RCW Chapters 43.20B, 60.44, 74.09, Medicaid, Medicare or any other state or federal law), and all claims of any other persons or entities legally entitled to share in the proceeds of this settlement have been paid, or will be paid or otherwise resolved from the proceeds of this settlement.

The undersigned hereby covenants to defend, indemnify and hold harmless the Entities Released from and against all liens, reimbursement, assigned, and subrogation claims, and any other claim, cross claim, counterclaim or third party claim arising out of or relating to the above described occurrence, including all costs and attorney's fees incurred in the defense of such claims, arising out of contract or under state or federal law including, but not limited to, any subrogation, reimbursement, assigned or lien claims of the undersigned's health care providers, insurance carriers, healthcare benefit plans, the

Department of Labor & Industries, the Department of Social and Health Services, and any federal agency or program such as Medicare, Medicaid, Veteran's Administration, Social Security, or Federal Workmen's Compensation program. The Entities Released retain the right to monitor the defense of any such claim or action.

The undersigned's agreement to pay and discharge all liens, reimbursement, assigned, and subrogation claims is expressly declared to have the effect provided for in RCW 60.44.050, and to have like effect under any other similar applicable statutes or regulations of any state or federal agency.

5. Warranty of Capacity to Execute Agreement

The Releasing Parties certify and warrant that they are fully authorized to enter into this agreement and bind themselves and the parties thereto. The Releasing Parties further warrant that no other person or entity has or has had any interest in the claims or causes of action referred to in this Settlement Agreement and that they have the sole right and exclusive authority to execute this Settlement Agreement and to receive the settlement proceeds.

6. Governing Law

This Settlement Agreement shall be construed and interpreted according to the laws of the State of Washington. The venue of any action necessary under this Settlement Agreement shall be solely in Yakima County, Washington.

7. Denial of Liability

This Settlement Agreement expresses the full and complete settlement of all claims. It is expressly agreed that liability for all such claims is denied by the Entities Released as is any fault relating to the matters described. It is agreed and understood that this settlement is a compromise of disputed claims. Acceptance of this release shall not operate as an admission of liability on the part of the Entities Released.

8. Understanding and Consultation With Counsel

I HAVE COMPLETELY READ THIS FINAL RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT FOR THE PURPOSE OF FINAL RESOLUTION AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, FOR THE EXPRESS PURPOSE OF PRECLUDING FOREVER ANY OTHER CLAIMS ARISING OUT

OF OR IN ANY WAY CONNECTED WITH THE INCIDENTS, INJURIES, OR DAMAGES ABOVE MENTIONED.

I RECOGNIZE THAT THE FUTURE COURSE OF PRESENT INJURY OR OTHER DAMAGES CANNOT BE PREDICTED WITH CERTAINTY. I ASSUME THE RISK THAT THE CLAIMED INJURIES OR DAMAGES MAY WORSEN IN THE FUTURE AND THAT NEW INJURIES OR DAMAGES MAY DEVELOP. I ACKNOWLEDGE THAT MY INFORMATION REGARDING THE CLAIMS MADE IS SUFFICIENT TO ENTER INTO THIS FINAL RELEASE AGREEMENT AND EXPRESSLY WAIVE ANY CLAIM THAT THIS RELEASE IS NOT FAIRLY AND KNOWINGLY MADE. THIS SETTLEMENT AGREEMENT IS ENTERED AFTER CONSULTATION WITH MY ATTORNEY, David Abeyta of Abeyta Nelson Injury Law.

Carol Waters

Carol Waters, Releasing Party and on behalf
of Releasing Parties

Dated: March 22, 2018.