

Project title: Settlement Agreement with Jason Anderson

Council Bill # *interoffice use*

Agenda dates requested:

2-2-22

Briefing

Proposed action

Consent

Action 2-2-22

Ordinance

Public hearing

..... Yes No

Budget amendment:

..... Yes No

PowerPoint presentation:

..... Yes No

Attachments:

Settlement Agreement

Department(s) involved:

Legal; Fire

Contact person: David Hall

Phone number:

425-257-8624

Email:

dhall@everettwa.gov

Initialed by:

.....
Department head

.....
Administration

.....
Council President

Project: Authorize the Mayor to execute a settlement agreement with Jason Anderson in the amount of \$375,000

Partner/Supplier :

Location:

Preceding action:

Fund: Tort fund

Fiscal summary statement:

Information goes here: Please provide a brief description of the financial impact, if any, of the agenda item. If there is no financial impact – note “None.” The description should include as appropriate:

- *Fund(s) (funding sources)*
- *Expenditure amount*
- *Amount budgeted*
- *If a budget amendment will be required – note that.*
- *For change orders or professional services contract amendments:*
 - *Amount of original amount plus any previous change orders or amendments*
 - *Amount of change order or amendment*
 - *Total revised amount*

Project summary statement:

This settlement resolves a lawsuit against the City by former firefighter/paramedic Jason Anderson alleging race discrimination and harassment.

Recommendation (exact action requested of Council):

Authorize the Mayor to execute the attached settlement agreement with Jason Anderson in the amount of \$375,000.

SETTLEMENT AND RELEASE AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of January 2022, by and between the City of Everett (the "City"), a local government entity, and Jason Anderson ("Mr. Anderson").

RECITALS:

WHEREAS, Mr. Anderson was employed by the City's fire department in the position of paramedic; and

WHEREAS, on November 15, 2021, the City medically separated Mr. Anderson's employment; and

WHEREAS, Mr. Anderson filed a lawsuit against the City for alleged race discrimination, harassment, and retaliation; and

WHEREAS, Mr. Anderson is represented by Jamal Whitehead, Esq. of Schroeter Goldmark & Bender; and

WHEREAS, at a mediation on January 3, 2022, Mr. Anderson and the City have agreed to settle and compromise any claims Mr. Anderson has against the City; and

WHEREAS, Mr. Anderson acknowledges that this agreement is subject to approval by a majority of the city council in an open public meeting, and if such approval is not given, the agreement is null and void; and

NOW THEREFORE, Mr. Anderson and the City mutually agree as follows:

TERMS:

1. The sum of three hundred seventy five thousand dollars (\$375,000.00) (hereinafter, "Total Settlement Amount") shall be paid to Mr. Anderson if he signs this Agreement. Mr. Anderson agrees that payment of the \$375,000 (Three Hundred and Seventy-Five Thousand Dollars and zero cents) for general damages, including claimed physical manifestations of emotional distress and physical sickness, as well as attorneys' fees and costs shall be made by check payable to "Trust Account of Schroeter Goldmark & Bender in trust for Jason Anderson" and delivered to Jamal Whitehead within fourteen (14) calendar days of the City Council's approval of this settlement agreement.

2. In exchange for the consideration set forth in Paragraph 1, Mr. Anderson forever releases and discharges the City, its past and present council members, officers, employees, attorneys, agents, affiliates, assigns and successors, and any other person acting on the City behalf, ("Releasees"), from any and all claims, whether known or unknown, suspected or unsuspected, arising out of Mr. Anderson's employment with the City or separation therefrom, or arising on or before the date of this Agreement. This release shall include any claims arising under any federal, state, or local law prohibiting discrimination, harassment, or retaliation in employment, as well as any claims for breach of contract, defamation, FMLA interference, violations of RCW 42.56, unpaid wages, salary, bonuses, or other sums, emotional distress, personal injury, attorneys' fees, or any other statutory or common law claims.

3. It is further understood that Mr. Anderson agrees to indemnify and hold harmless the

City from any and all claims that may be brought by or on behalf of Mr. Anderson, his descendants, ancestors, dependents, heirs, executors, administrators, assigns and successors, or each or any of them, that arise from his employment at the City or separation therefrom or arising on or before the date of this Agreement.

4. Mr. Anderson represents and warrants that any and all liens, that have been asserted, can be asserted, or will be asserted, have been compromised or will be compromised by Mr. Anderson. Mr. Anderson agrees to indemnify and hold harmless Releasees, and each of them, against any claim, demand, or suit made or instituted against Releasees because of any such lien, and to pay and satisfy any settlement of or judgment resulting from any such claim, demand, or suit, as well as all reasonable expenses of investigation, attorneys' fees, and costs incurred by Releasees, or any of them, in connection with any such claim, demand, or suit.

5. Mr. Anderson and the City acknowledge that settlement of these claims is important for Mr. Anderson to move forward with his life, for the City to direct its efforts and resources to serving its residents, and for both Mr. Anderson and the City to conserve the cost that could be incurred as the result of protracted litigation. Mr. Anderson and the City acknowledge that their respective decisions to enter into this Agreement do not constitute an admission by any party that he or it has acted wrongfully with respect to any other party or any other person or entity or that any party has any rights whatsoever against any other party. Mr. Anderson and the City further acknowledge that the settlement is not to be construed as an admission of liability by the other, which is denied.

6. After receiving the Total Settlement Amount, Mr. Anderson agrees to dismiss with prejudice the case, *Jason Anderson v. City of Everett*, Case No. 2:21-cv-00042-RAJ-MLP, pending in federal district court in the Western District of Washington.

7. Mr. Anderson will hold harmless and indemnify the City if there is any liability, penalties, or fees associated with Mr. Anderson's nonpayment of any taxes owed on any sums paid to Mr. Anderson in accordance of this Agreement, except for the employer portion of payroll taxes.

8. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, written, oral, or otherwise.

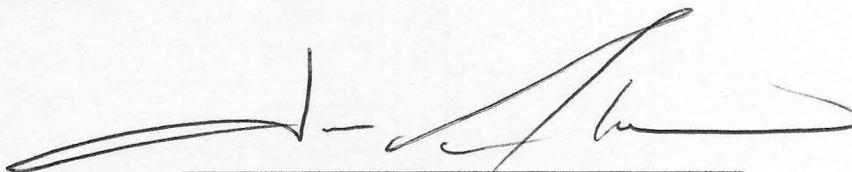
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and mutually agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

10. Mr. Anderson acknowledges that he has carefully read this Agreement and knows the contents thereof, including the fact that this Agreement is a release of all claims, that no promise or agreement not expressed in this Agreement has been made, that this Agreement is made without reliance upon any statement or representation of the City or its attorneys, representatives, or agents, that he has the opportunity to consult his own attorney, and that he has signed the same as his own free act.

IN WITNESS WHEREOF, this Agreement has been executed by the party hereto as of the dates as set forth below.

I have read and fully understand the contents of the foregoing Agreement, and I accept and agree to the provisions it contains and hereby execute it voluntarily, free of any duress, and with full understanding of its consequences.

DATED: January 3, 2022.



Jason Anderson

DATED: January __, 2022.

Cassie Franklin, Mayor,
City of Everett, after approval by a majority of the City
Council in an open public meeting.