

SETTLEMENT AGREEMENT AND RELEASE IN FULL

STANWOOD AND SEDRO-WOOLLEY V. JOSE RODRIGUEZ

This Settlement Agreement (“***Agreement***”) is entered into and effective as of July 30, 2026, (the “***Effective Date***”), between the Cities of Stanwood and Sedro-Woolley on the one hand, and Jose Rodriguez on the other hand. Each of the foregoing individually is referred to herein as a “***Party***” and collectively as the “***Parties***.”

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, each of the Parties hereby agrees as follows:

1. SETTLEMENT AMOUNT.

The Cities shall pay the total sum of \$80,000.00 (eighty thousand) (hereinafter the “***Settlement Amount***”) to Defendant no later than August 20, 2026. Each City is responsible for half the Settlement Amount. Within ten (10) business days of Defendant’s receipt of the \$80,000.00, Defendant’s counsel shall deliver to Thompson, Guildner & Associates, Counsel for the Cities, a fully executed Stipulation and Order for Dismissal with prejudice in *Stanwood/ Sedro-Woolley v Jose Rodriguez*, Skagit County Superior Court Cause No. 25-2-00717-29, and related consolidated cases, *Jose Rodriguez v. City of Sedro-Woolley*, Skagit County Superior Court Cause No. 25-2-00806-29, and *Jose Rodriguez v. City of Stanwood*, Snohomish County Superior Court Cause No. 25-2-07244-31, (collectively the “***Lawsuit***”): **The settlement check shall be made out to the Trust Account of Hall and Gilliland PLLC and the settlement payment shall be sent to 1111 West Yakima Avenue, Yakima Wa. 98902. Payment shall be mailed by Defendant’s counsel no later than August 20, 2026. Dismissal shall not be entered until after Defendant’s attorney receives the settlement payment. Once payment is received, Defendant waives appearance for entry of the stipulated order of dismissal. Plaintiffs shall bear the burden of entering the stipulated order of dismissal once payment is received by Defendant’s counsel.** The parties agree that if the settlement payment is not mailed by August 20, 2026, that there shall be a \$500 per day penalty for each day the payment is not mailed after August 20, 2026. Parties also agree that final approval for this settlement is Sedro-Woolley City Council approval on August 12, 2026, and Stanwood City council approval on August 13, 2026. The Parties shall each bear their own attorneys’ fees and costs with respect to the Lawsuit.

2. RELEASE OF CLAIMS AND STIPULATION AND ORDER FOR DISMISSAL.

In consideration of the Settlement Amount noted above, Jose Rodriguez releases and forever discharges each City, its insurers, affiliates, agents, principals, employees, officers, elected officials, representatives, predecessors, successors, and assigns from any and all claims, demands, debts, liabilities, damages (including attorneys’ fees and costs), equitable relief, and causes of action of whatever kind or nature, known or unknown, past, present or future, arising out of or in any way connected with Defendant’s public records request submitted to the City of Sedro-

Woolley on or about May 29, 2025, and the public records request made to the eCity of Stanwood on April 10, 2025, including any claims or allegations in the Lawsuit.

Without limiting the generality of the foregoing, this release includes all matters, claims, demands, liabilities, obligations, damages, equitable relief, causes of action, or suits, including all claims for any and all statutory penalties, fees, and costs under Chapter 42.56 RCW, and any related equitable or declaratory relief, whether known or unknown, whether suspected or unsuspected, arising out of or in any way connected with the above-entitled claims, allegations, or the Lawsuit.

Release of claims by Defendant is effective upon execution of this Agreement by the Parties. The City will provide to Defendant's counsel a proposed Stipulation and Order for Dismissal with prejudice of the Lawsuit, with the Parties to bear their own attorneys' fees and costs.

3. WITHDRAWAL AND CLOSURE OF PUBLIC RECORDS REQUEST(S);
NO FURTHER RECORDS.

In consideration of the Settlement Amount noted above, Defendant agrees to withdraw all public records requests he has submitted to the Cities including any that are currently pending; this includes, without limitation, Defendant's requests submitted on May 29, 2025, and April 10, 2025. This Agreement constitutes Defendant's formal, irrevocable withdrawal of his pending Public Records Act request(s), and no further communication confirming this withdrawal is required from Defendant to effectuate the withdrawal. The Parties agree that the Cities will therefore close Defendant's May 29, 2025, and April 10, 2025, records request and any other requests pending that have been made by Defendant or Defendant's Counsel upon the Parties' execution of this Agreement. Additionally, Defendant further agrees that the Cities have satisfied its obligations under the Public Records Act, RCW 42.56 et. seq. with regard to any and all of the public records requests he has submitted to the Cities.

4. REPRESENTATIONS AND AUTHORITY TO SIGN THE AGREEMENT.

Each of the Parties that is a signatory to this Agreement specifically represents and warrants to the other Parties that: (i) he/she/it holds all right, title, and interest to all claims, demands, choses in action, or causes of action covered by the terms of this Agreement; (ii) he/she/it has not sold, assigned, granted, transferred, or encumbered to any person, firm, or entity any interest in any claim, demand, choses in action, or cause of action covered by the terms of this Agreement, or any part hereof; (iii) he/she/it is authorized and has the right to surrender, compromise, settle, and cancel the claims, demands, choses in action, and causes of action covered by the terms of this Agreement, or any part hereof; (iv) he/she/it has had the opportunity to consult with independent legal counsel with respect to the advisability of making the settlement provided herein and the advisability of executing this Agreement; (v) he/she/it has made such investigation of the facts pertaining to this settlement, this Agreement, and all the matters pertaining hereto as he/she/it deems necessary; and (vi) in executing this Agreement, he/she/it does not rely on any inducements, promises, representations, or omissions of the other Parties, other than the terms and conditions

specifically set forth in this Agreement. Each signatory warrants that he/she/it has full authority to bind the Party on whose behalf the signatory executes this Agreement.

5. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, and assigns.

6. MODIFICATION, WAIVER, AMENDMENT OR TERMINATION.

No provision of this Agreement may be modified, amended, waived, or terminated except by an instrument in writing signed by all of the Parties.

7. CONSTRUCTION.

The Parties agree that this Agreement was fully negotiated, that the language used in this Agreement is the language chosen by the Parties to express their mutual intent, and that this Agreement shall not be interpreted against any Party as the drafter of this Agreement. The Parties agree and acknowledge that they have retained separate legal counsel, or had an opportunity to retain separate legal counsel, to review this Agreement and provide them with legal advice prior to the execution of this Agreement.

8. SECTION HEADLINES.

The section headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize, or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no section heading had been used in this Agreement.

9. NO ADMISSION OF FAULT OR LIABILITY.

This is a compromise of a disputed claim. Liability is and remains denied by the City. Nothing in this Agreement shall be taken to reflect an acknowledgement by any of the Parties of any fault, wrongdoing, or liability of the City. The Parties consent to the exclusive jurisdiction and venue of the state courts located in Snohomish County, Washington, for any action arising out of or relating to this Agreement.

10. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Washington.

11. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings, agreements, or arrangements between the Parties, whether written or oral, with respect to the subject matter hereof. The Parties acknowledge that they are not relying upon any statement, representation, or promise not expressly set forth in this Agreement.

12. SEVERABILITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or rule, the validity, legality, and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.

13. COUNTERPARTS AND FACSIMILE/EMAIL.

The Parties agree that this Agreement may be executed in multiple counterparts and, upon such execution, all the counterparts taken together shall constitute one and the same Agreement. Counterparts and signatures transmitted by facsimile or email shall be valid and effective as originals.

BY EXECUTING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES THAT IT HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT; THAT IT HAS NOT RELIED ON ANY PROMISE OR STATEMENT NOT SET FORTH HEREIN; AND THAT IT EXECUTES THIS AGREEMENT VOLUNTARILY AND OF ITS OWN FREE WILL.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates indicated below.

ACCEPTED AND AGREED:


Jose Rodriguez (Jul 30, 2026 14:20:02 PDT)

Jose Rodriguez

07/30/2026

Date


Sid Roberts, Stanwood Mayor

8-13-2026
Date

JoEllen Kesti, Sedro-Woolley Mayor

Date

Settlement Agreement Stanwood-Sedro-Woolley v. Rodriguez

Final Audit Report

2026-07-30

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