

The attached document was submitted to the  
**Washoe County Board of Commissioners** during  
the meeting held on March 12, 2019.  
by DA's Office  
for Agenda Item No. 6  
and included here pursuant to NRS 241.020(8).

**SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (hereinafter "Agreement") is made and entered into by and between Plaintiff, PATRICK IRWIN, LISA DALMAN and CHARLES J. STAFFORD, (hereinafter referred to as "Plaintiffs") and Defendant, WASHOE COUNTY.

WHEREAS, Plaintiffs filed a lawsuit in the United States District Court for the District of Nevada against Defendant in an action numbered 3:18-cv-00229-RCJ-WGC;

WHEREAS, the parties desire to resolve and settle all existing claims concerning the issues that, as of the date of this Agreement, have been and could have been raised in the Litigation and concerning all matters, its subject matter and any and all disputes involved in this action.

NOW, THEREFORE, in consideration of the mutual covenants and promises and other good and valuable consideration set forth herein, Plaintiff and Defendants agree as follows:

**1. SETTLEMENT PAYMENT AND RELEASE OF CLAIMS:** For and in consideration of the payment of Two Hundred-Thousand Dollars and no cents (\$200,000.00) to Plaintiffs by Washoe County, by signature to this Agreement, the parties agree to fully and forever releases, acquits and discharges, as well as their administrators, agencies, agents, assignees, attorneys, contractors, departments, directors, divisions, employees, employers, executors, heirs, insurers, officers, principals, representatives, servants, subrogees, subsidiaries, successors, and spouses, of and from any and all attorney's fees, causes of action, claims, costs, damages, expenses, indemnities, liabilities, and obligations of every kind and nature, in law, equity or otherwise, filed or otherwise, presently known and unknown, suspected and unsuspected, disclosed and undisclosed, which they now have against Defendants by reason of any injury, loss and damages, actual and consequential, arising out of or in any way related to the subject of the Litigation,

The aforementioned payment will be satisfied by a check to payable to attorney Brian Massatt on behalf of all Plaintiffs and attorney Todd Plimpton, within 30 days of execution of this Agreement.

**2. DISMISSAL OF ACTIONS WITH PREJUDICE:** This Agreement is expressly contingent upon the Plaintiffs' dismissal with prejudice of the underlying Complaint against Defendant and the entire Litigation. Each party to the Litigation shall execute a Stipulation for Dismissal With Prejudice, dismissing all claims of all parties asserted in the Litigation, and providing that each party shall bear its own costs and attorney's fees.

**3. NO ADMISSIONS:** It is understood and agreed by the parties hereto that this Agreement represents a compromise settlement of various matters, and that the promises of payment made in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by any party hereto.

**4. OTHER BENEFITS:** Except as specifically set forth in this Agreement, the Plaintiffs shall be entitled to no other benefits or other remuneration or compensation in settlement of his

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claims arising from and related to the matters that have and could have been raised in the Litigation, and concerning all matters relating to its subject and any disputes between the Plaintiffs and Defendant.

**5. ATTORNEY'S FEES AND COSTS:** Each party shall pay its own attorney's fees and costs arising out of or in any way related to and or connected with the Litigation.

**6. ASSIGNMENT:** The parties hereto represent that they have not previously assigned any claims, demands, actions and or causes of action arising out of or in any way related to the Litigation.

**7. CONSTRUCTION OF AGREEMENT:** Each party to this Agreement has participated in the preparation and drafting of this Agreement. As such, the parties acknowledge that any doctrine of law which may operate to imply any ambiguity in this Agreement against any party hereto as the profferor of the Agreement is not applicable to this Agreement. Accordingly, this Agreement shall be interpreted as if the parties jointly and equally prepared and drafted each word, sentence and paragraph hereto.

**8. APPLICABLE LAW:** This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Nevada, as applied to contracts made and to be performed entirely within Nevada. The parties hereto consent to the exclusive jurisdiction of the United States District Court of Nevada for the enforcement of this Agreement.

**9. SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of each party and their affiliates, agencies, agents, assigns, contractors, departments, divisions, heirs, officers, directors, employees, independent representatives, parent corporations, partners, personal representatives, servants, shareholders, spouses, subsidiary corporations, and successors.

**10. SEVERABILITY:** The illegality or invalidity of any provision or portion of this Agreement shall not effect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

**11. ENTIRETY OF AGREEMENT:** The parties hereto have carefully read this Agreement in its entirety before signing the same, and it is understood by the parties hereto that this Agreement constitutes the entire Agreement of the parties hereto and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. This Agreement contains the entire agreement between the parties hereto and all the terms and provisions of this Agreement are contractual and are not merely recitals. This Agreement was signed and executed voluntarily and without reliance upon any statement or representation not specifically set forth in this Agreement. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**12. AUTHORITY TO EXECUTE:** The parties hereto represent that they have the authority to execute this Agreement on behalf of the persons and entities on whose behalf they are signing. Cathy Hill is the Washoe County Comptroller. She is not a party to this action, but is the individual with the ability to perform the responsibilities, as set forth herein, on the part of Washoe County. She executes this Agreement on her own behalf and for those specified purposes only. The parties hereto further represent that the signatures on this Agreement are the genuine, usual and customary signatures of the persons executing this Agreement and are fully binding on such persons and entities, and each person signing is legally and mentally competent to sign this Agreement and is fully authorized by law to bind himself or the principal on whose behalf he is signing.

WHEREFORE, THE FOLLOWING PERSONS FREELY AND VOLUNTARILY SIGN THIS AGREEMENT ON THE DATES INDICATED BELOW:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
PATRICK IRWIN, Plaintiff

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
LISA DALMAN, Plaintiff

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

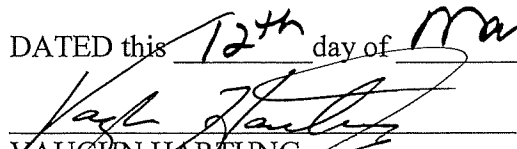
\_\_\_\_\_  
CHARLES J. STAFFORD, Plaintiff

APPROVED AS TO FORM AND CONTENT:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
BRIAN MASSATT, counsel for Plaintiffs

DATED this 12<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
VAUGHN HARTUNG,

Washoe County Commissioner on behalf of Washoe County

APPROVED AS TO FORM AND CONTENT:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Christopher J. Hicks  
Washoe County District Attorney

By: \_\_\_\_\_

Michael W. Large  
Deputy District Attorney  
Attorneys for Washoe County