

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into by and between ANDRES ALEXANDER CACEDA-MANTILLA and CITY OF PALMER, ALASKA (hereinafter collectively referred to as “the Parties”). “Claimant” shall collectively mean Andres Alexander Caceda-Mantilla and his respective heirs, executors, administrators, successors, trustees, and assigns. “Released Party” shall collectively mean City of Palmer, Alaska, and its respective, employees, assigns, heirs, agents, attorneys, adjusters, insurers, and re-insurers.

I. Recitals

A. The purpose this Agreement is to facilitate the settlement, dismissal with prejudice, and release of any and all claims which were asserted, or which could have been asserted, with respect to the facts giving rise to *Andres Alexander Caceda-Mantilla v. City of Palmer, Alaska, Kristi Muilenburg, Jamie Hammons, Daniel Potter, and Hilary Schwaderer*, Case No. 3PA-18-01410 CI, a lawsuit now pending in the Superior Court for the State of Alaska at Palmer (“the Lawsuit”).

B. The City of Palmer denies all the allegations of the Lawsuit and specifically denies that it has any liability based on the allegations set forth in the Lawsuit.

C. The City of Palmer regrets any inconvenience, embarrassment, or personal hardship the incident may have caused Mr. Caceda-Mantilla.

D. The Parties desire to enter into this Agreement to provide, among other things, for consideration in full settlement and discharge of all claims and actions of

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Claimant for damages that allegedly arose out of, or due to, the facts and circumstances giving rise to the Lawsuit, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, it is agreed as follows:

II. Release and Discharge

For and in consideration of the sum of FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00), inclusive of all costs and fees, and other good and valuable consideration, receipt of which is hereby acknowledged, the Claimant does hereby release and forever discharge the Released Party of and from all past, present, or future actions, causes of action, lawsuits, claims, and demands of every kind and nature arising in any way out of the facts and circumstances giving rise to the claims in the Lawsuit. This includes releasing the Released Party from all claims for damages, costs, expenses, and compensation. The Released Party is released from claims for any recovery for insurance proceeds, personal injury, property damage, out-of-pocket expenses, loss of use, lost income, lost profits, emotional distress, loss of enjoyment of life, loss of services, future damages, interest, costs, attorney's fees, punitive damages, or any other damages or expenses of any kind or character whatsoever, whether based on tort, contract, or other theory of recovery, whether known or unknown, which have arisen in the past or which may arise in the future, whether directly or indirectly, caused by, connected with, resulting from, or arising in any way out of any and all claims embodied in the Lawsuit. This release and discharge shall be a fully binding and complete settlement among all Parties to this Agreement and their heirs, assigns, and successors.

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In addition to the payment referenced above, the parties agree as follows:

A. The Claimant agrees to dismiss with prejudice any and all claims against individuals Kristi Muilenburg, Jamie Hammons, Daniel Potter, and Hilary Schwaderer, in their official and individual capacities. The parties will file a stipulation for dismissal of the individuals named above with prejudice prior to payment of the amount referenced above. Payment shall be due within 48 hours of when plaintiff delivers a signed stipulation for dismissal of the individuals to defense counsel. Plaintiff shall execute this Agreement after dismissal of the individuals and prior to payment of the settlement funds.

B. Palmer Police Department has a policy regarding Immigration (ICE) detainees and warrants, adopted March 1, 2018. The policy has been revised pursuant to the parties' mutual agreement, and a copy of the revised policy is attached and incorporated as Exhibit A to this Agreement. The Palmer Police Department will adopt the revised policy, Exhibit A, on execution of this Agreement and dismissal of the lawsuit with prejudice. The revised policy will remain in place for one year, subject to a material change in state or federal law.

III. General Release

The Claimant acknowledges and agrees that this Agreement is a general release. The Claimant expressly waives and assumes the risk of any and all claims for damages and expenses which exist as of this date but of which the Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Claimant's decision to enter into this Agreement. The

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Claimant further agrees that he has accepted the considerations set forth in Paragraph II as a complete compromise of matters involving disputed issues of law and fact. The Claimant assumes the risk that the facts or law may be other than the Claimant believes. It is understood and agreed to by the Claimant that this settlement is a compromise of disputed claims and that the payment is not to be construed as an admission of liability on the part of the Released Party, by whom liability is expressly denied. It is specifically understood and agreed that the Claimant hereby waives any claim of interest, pre-settlement, post-settlement, or otherwise, against the Released Party.

IV. No Reliance on Representation

The Claimant warrants that the terms of this Agreement have been completely read and are voluntarily accepted; this he is not executing this Agreement as a result of financial disadvantage; that no promise or inducement has been offered or made except as herein set forth; that this Agreement is executed without reliance upon any statement or representation by the other party, or any agents or attorneys of the other party concerning the nature and extent of its injuries or damages, or the legal liability, financial responsibility, financial status, or assets of any party.

V. No Assignment of Claims; Release and Satisfaction of Liens

It is expressly agreed by the Claimant at the time of the signing of this Agreement that no assignment of any claim, stated or otherwise, has been made or executed to any other individual, firm, or corporation, or any other entity as a result of the facts giving rise to the Lawsuit hereinabove mentioned. It is further agreed that the Claimant shall be

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responsible to satisfy or otherwise resolve any and all attorney liens, medical liens, property liens, and/or government liens, insurance liens, or any other types of liens presently asserted or to be asserted.

VI. Hold Harmless

The Claimant covenants and agrees that he will not, either by himself or in concert with others, or by virtue of further judicial proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any action for damages or any other relief against the persons or entities released, arising out of the Lawsuit hereinabove described.

VII. No Modification or Rescission of Release

The Claimant, in return for the consideration granted to him herein, forever relinquishes the right to modify or rescind this Agreement based upon any actual or alleged unilateral or mutual mistake of fact in its formation.

The Claimant acknowledges and assumes all risk, chance, or hazard that the injuries, damages, and claims for attorney fees and costs to which this Agreement pertains may be or become different in nature, scope, or character from those that are now known, anticipated, alleged, or expected, and that he may be mistaken as to the character and extent of those injuries or damages.

The Claimant represents that he is familiar with, and his attorneys have explained to him, the meaning of the decisions of the Alaska Supreme Court in *Young v. State*, 455 P.2d 889 (Alaska 1969), *Alaska Airlines, Inc. v. Sweat*, 568 P.2d 916 (Alaska 1977), and *Witt v.*

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Watkins, 579 P.2d 1065 (Alaska 1978), but that he nevertheless intends this Agreement to discharge the Released Party from any and all liability from injury or damages caused, enhanced, aggravated, or contributed to by the conduct of that party, whether such liability is subsequently discovered, or is different in degree or kind than is now alleged, known, anticipated, or expected.

VIII. Dismissal of the Lawsuit with Prejudice

The Parties agree that immediately upon executing this Agreement, each Party will authorize and instruct its attorney to take any and all steps necessary to dismiss the Lawsuit with prejudice and without recovery of attorney's fees or costs, inclusive of all claims asserted.

IX. Warranty of Authority

The Claimant represents that he has the authority to execute this Agreement and that such authority has not been revoked, rescinded, or withheld by law and that he has not sold, assigned, granted, or transferred to any person or entity any claim, demand, action, or cause of action, or any part thereof, which could affect his right or ability to execute this Agreement.

X. Entire Agreement

This Agreement is fully integrated, constitutes the entire agreement between the Parties with regard to its subject matter, and supersedes all prior communications, representations, and agreements, whether verbal or written, between and among the Parties with respect to its subject matter.

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This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimiles of signatures shall have the same legal effect as original signatures.

XI. Controlling Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. It is specifically agreed that venue and jurisdiction for the resolution of any dispute concerning this Agreement, or the interpretation or enforcement of any provisions contained herein, shall only lie with the State of Alaska Superior Court, Third Judicial District at Palmer, Alaska.

XII. Reading of Agreement

The Claimant further represents that he has had an opportunity to review the terms of this Agreement with his attorneys and that he fully understands those terms and their significance. The Claimant represents that he decided to voluntarily sign this document after having obtained the advice of counsel and of his own free will.

The Claimant hereby declares that the terms of this Agreement have been carefully read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise of any and all claims, whether disputed or otherwise, for and on account of the injuries and damages above-mentioned. This Agreement contains ten (10) pages, including Exhibit A attached hereto, and is the entire agreement of the Parties.

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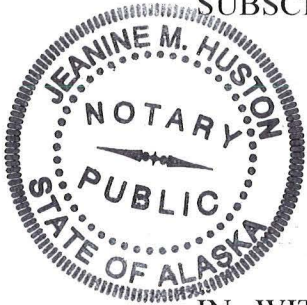
IN WITNESS WHEREOF I have hereunto set my hand this 3 day
of August, 2018.


READ BEFORE SIGNING



ANDRES ALEXANDER CACEDA-MANTILLA

SUBSCRIBED AND SWORN to before me this 3rd day of August, 2018.





Notary Public, State of Alaska
My Commission Expires: 1-31-2020

IN WITNESS WHEREOF I have hereunto set my hand this _____ day
of _____, 2018.

READ BEFORE SIGNING

CITY OF PALMER, ALASKA

By: _____

Title: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

Notary Public, State of Alaska
My Commission Expires: _____

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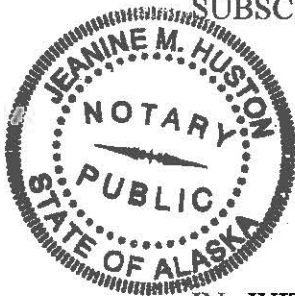
IN WITNESS WHEREOF I have hereunto set my hand this 3 day
of August, 2018.


READ BEFORE SIGNING



ANDRES ALEXANDER CACEDA-MANTILLA

SUBSCRIBED AND SWORN to before me this 3rd day of August, 2018.






Notary Public, State of Alaska
My Commission Expires: 1-31-2020

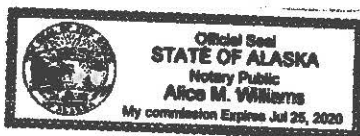
IN WITNESS WHEREOF I have hereunto set my hand this 8th day
of August, 2018.


READ BEFORE SIGNING



CITY OF PALMER, ALASKA
By: Nathan E. Wallace
Title: City Manager

SUBSCRIBED AND SWORN to before me this 8th day of August, 2018.





Notary Public, State of Alaska
My Commission Expires: Jul 25, 2020


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READ AND APPROVED AS TO FORM:



MATTHEW SINGER
Attorneys for Plaintiff

ERIC GLATT

READ AND APPROVED AS TO FORM:

MEGAN SANDONE
Attorneys for Defendants

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READ AND APPROVED AS TO FORM:

MATTHEW SINGER
Attorneys for Plaintiff

ERIC GLATT

READ AND APPROVED AS TO FORM:



MEGAN SANDONE
Attorneys for Defendants

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PALMER POLICE DEPARTMENT

Standard Operating Procedures

SUBJECT: Immigration Warrants and Detainers

The Palmer Police Department is committed to preserving public safety by enforcing local, state, and federal criminal statutes. While doing so, care must always be taken to respect and defend the Constitutional rights of every individual an officer may interact with. The Palmer Police Department values the diverse population of the community it serves. It must be remembered that certain Federal immigration statutes are administrative in nature and not actually criminal offenses. As such, the following standard operating procedure is to be followed:

PROCEDURE

A. Immigration (ICE) Detainers and Warrants:

1. As part of routine patrol operations, officers generally shall not inquire as to the immigration status of individuals they contact. Officers shall not stop or detain an individual based solely on the knowledge or suspicion that the person is in the United States without authorization.
2. If an officer encounters a detainer or warrant issued by Immigration and Customs Enforcement (ICE), the officer will determine if the detainer or warrant is criminal or administrative. Resources to consider in making this decision include, but are not limited to: Contact numbers provided for ICE on the detainer or warrant, calling officer's immediate supervisor, inquiring of the on-call district attorney, or calling the commander or chief of police.
3. A warrant issued by ICE shall be treated as administrative and not criminal unless the warrant is signed by a neutral magistrate or judge. Current ICE detainer and hold warrants that are administrative and not criminal include, but are not limited to, I-247 (immigration detainer), I-203 (order to detain), I-200 (warrant for arrest of alien), and I-205 (warrant for removal/deportation).
4. If the ICE detainer or warrant is determined to be administrative or otherwise non-criminal, officers will not detain or arrest the subject on the basis of the ICE detainer or warrant alone. Unless the subject of the ICE administrative action has committed a crime or is the subject of a criminal warrant, officers shall release them and inform ICE officials of the circumstances of the contact.
5. Enforcement of civil violations of unlawful presence is reserved for ICE. Officers are still expected to enforce criminal warrants or act on criminal activity in accordance with department policy, city code, Alaska statute, or federal law.