

**SETTLEMENT AGREEMENT**

**between**

**The Washington State Human Rights Commission**

**and**

**Brad Thoma, Complainant**

**and**

**City of Spokane, Respondent**

**HRC # 32EDZ-0256-09-0**

**Filed: 12/11/2009**

**EEOC # 38G-2010-00151**

**Filed: 12/11/2009**

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The above-referenced complaint has been filed pursuant to Chapter 49.60 RCW, the Washington State Law Against Discrimination. The parties indicated above have entered into this agreement voluntarily and in full settlement of this complaint. This agreement is contingent on approval by the Spokane City Council and will become effective upon approval by the Washington State Human Rights Commission.

**I. OBLIGATIONS OF THE PARTIES**

- A. In consideration of the Respondent's compliance in full with the terms of this agreement, Complainant hereby waives and releases all claims against the Respondent, and/or any of its agents or employees, with respect to any matters which were or might have been alleged in the above-referenced complaint. Complainant agrees that this settlement constitutes a request for closure of this complaint against Respondent.
- B. In consideration of the Respondent's compliance in full with the terms of this agreement, the Human Rights Commission agrees to close this complaint. The parties agree that in the event of non-compliance, the Commission may proceed to investigate and prosecute this complaint as if this agreement did not exist. The parties agree that this release and closure of this complaint does not apply to any other complaints or matters of compliance that may be pending before the Commission.

- C. In exchange for the performance of obligations by the Complainant and the Commission, the Respondent will:
- a. Pay to the Complainant the sum of **\$275,483.03** as an award in full settlement of any and all claims arising out of the events complained of relating to the claim in question. Payment in full shall be tendered no later than twenty (20) business days after the date of the Commission's Final Order setting forth the terms of this agreement. Payment shall be made by certified check, cashier's check, money order or check made payable to Brad Thoma and forwarded to: Compliance Unit, R. Dean Hirst, Washington State Human Rights Commission; 711 S. Capitol Way – Suite 402, PO Box 42490, Olympia, WA 98504-2490; and
  - b. Pay to the Complainant's legal counsel the sum of **\$15,000.00** in consideration of the legal fees expended in representing the Complainant with regard to this claim. Payment in full shall be tendered no later than twenty (20) business days after the date of the Commission's Final Order setting forth the terms of this agreement. Payment shall be made by check made payable to Dunn & Black and forwarded to: Compliance Unit, R. Dean Hirst, Washington State Human Rights Commission; 711 S. Capitol Way – Suite 402, PO Box 42490, Olympia, WA 98504-2490; and
  - c. Reinstate Complainant to the classification of Sergeant and simultaneously demote Complainant to the classification of Detective, effective March 1, 2012. Upon his reinstatement, Complainant's seniority, leave banks, and benefits will be restored to the level they would have been had he never separated employment; and
  - d. Provide training to all Respondent management staff on the Washington Law Against Discrimination, RCW 49.60, with an emphasis on disability discrimination. Respondent will take full responsibility for locating, securing, and obtaining said training. Said training shall be attended, no later than 120 days after the Commission's order setting forth the terms of this agreement. Respondent agrees to provide written verification of such training within 30 days after the completion of said training and send it to: Compliance Unit at the address above. Erin Jacobson, Assistant City Attorney, will be responsible for ensuring that these actions are completed in a timely manner. Erin Jacobson can be reached at [ejacobson@spokanecity.org](mailto:ejacobson@spokanecity.org) or (509) 625-6889 and will be the contact person in the event there are questions from the Compliance Unit.
- D. Further, Respondent agrees not to retaliate against or interfere with the Complainant, or any other person who participated in this proceeding, as a result of their exercise of any rights or privileges provided for in Chapter 49.60 RCW.
- E. The Respondent's signature on this document does not constitute an admission of any violation of Chapter 49.60 RCW. Furthermore, this agreement does not constitute a determination by the Commission that any violation of Chapter 49.60 RCW has or has not occurred.

## **II. ENFORCEMENT AND BREACH**

- A. It is understood and agreed that the Commission may seek enforcement of this agreement pursuant to RCW 49.60.260. It is further understood and agreed that the Commission shall determine whether the Complainant and Respondent have fully complied with the terms of this agreement.

- B. In the event of a breach of this agreement, the Commission shall, upon receiving notice of such breach, send a written notice to the breaching party specifying the nature of the breach. The breaching party shall have fifteen days from receipt of the notice to remedy the breach. If the breach is not remedied within that time, the Commission may take action including, among other remedies, continuing its investigation or bringing an action in court for specific performance of this agreement.

### **III. ENTIRE AGREEMENT**

This agreement comprises the entire agreement of the parties with respect to the above-referenced complaints. No other agreement, statement, or promise made by any party with respect to this complaint, which is not included in this agreement, shall be binding or valid. The terms of this agreement may be modified or amended only by a written amendment signed by all of the parties and approved by the Washington State Human Rights Commission.

### **IV. SEVERABILITY**

The provisions of this agreement are intended to be severable. If any term or provision of this agreement is illegal or invalid for any reason, the validity of the remainder of the agreement will not be affected.

### **V. LAWS GOVERNING**

This agreement shall be governed by the laws of the State of Washington and any question arising from the agreement shall be construed or determined according to such law.

### **VI. PUBLIC RECORD**

This agreement is a public record and is subject to public disclosure or release.

### **VII. PARTIES BOUND**

This agreement shall apply to and be binding upon the heirs, successors, agents, employees, and assignees of the parties.

### **VIII. OPPORTUNITY TO OBTAIN LEGAL ADVICE BEFORE SIGNING**

All parties acknowledge that they have been advised to seek the advice of legal counsel of their own choosing and have had adequate opportunity to obtain such advice prior to signing this agreement.


The undersigned hereby acknowledge that they have read, understand and agree to the terms of this agreement and that they have the authority to sign this agreement on behalf of the indicated parties.

For the City of Spokane, Respondent

  
\_\_\_\_\_  
Brad Thoma, Complainant      2/13/12  
Date

  
\_\_\_\_\_  
David A. Condon, Mayor      2/13/12  
Date

\_\_\_\_\_  
Civil Rights Investigator      Date

  
\_\_\_\_\_  
Assistant City Attorney      2/13/12  
Approved as to Form      Date

\_\_\_\_\_  
Assistant Director for Enforcement      Date

\_\_\_\_\_  
City Clerk      Date  
Attest

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