

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into by and between Plaintiff Rebecca Gasca ("Gasca") and the City of Reno (collectively, "the Parties"). In consideration for the covenants, agreements, and releases set forth herein and valuable consideration, it is agreed by and between Gasca and the City of Reno that this Agreement resolves the Lawsuit (as defined below).

### **1. Payment and Approval by City Council:**

In consideration for the release and terms set forth herein, the City of Reno shall pay the sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) (inclusive of fees and costs) by check payable to "McLetchie Law Group, PLLC Trust Account" ("McLetchie Law"). McLetchie Law will provide an IRS Form W-9 to City's attorneys no later than five (5) business days after the date this Agreement is fully executed.

### **2. Release by Gasca:**

Gasca, on behalf of herself and all her dependents, heirs, agents, executors, successors, and assigns, does hereby release, waive, and discharge the City of Reno, Jason Soto, Kevin Bohr, Tom Robinson, Curry Lynch, and all of their heirs, successors, assigns, attorneys, insurers, employees, officers, agents, divisions, departments, and representatives (collectively, "Reno Released Parties") of and from any and all actions, causes of action, claims, demands, costs, expenses, known or unknown, suspected or unsuspected, relating in any manner whatsoever to a protest that took place in Reno, Nevada on May 30, 2020 and all of those matters and claims which were raised or could have been raised in the 42 U.S.C. § 1983 civil rights lawsuit pending in the United States District Court for the District of Nevada as Case No. 3:22-cv-00238-MMD-CSD and entitled *Rebecca Gasca, an individual, Plaintiff, vs. City of Reno, Nevada a Municipal Corporation, et al.* ("the Lawsuit").

### **3. Release by the City of Reno:**

The City of Reno on behalf of itself, its agents and employees (including but not limited to the Reno Released Parties) hereby releases, waives, and discharges Plaintiff Rebecca Gasca from all actions, causes of action, claims, demands, costs, expenses, known or unknown, suspected or unsuspected, including but not limited to any claims for attorney fees and/or costs relating in any manner whatsoever to the protest that took place in Reno, Nevada on May 30, 2020, and all of those matters and claims which were raised or could have been raised in the Lawsuit or related filings.

### **4. Released claims may not be fully known:**

The undersigned expressly understand that all damages, injuries, and losses claimed by the undersigned may not now be fully known, and may be of a different type and nature than now known or expected. It is further understood that this Agreement includes any and all

purported claims for relief and causes of action based on allegations of physical or mental pain and suffering.

**5. Parties will not initiate any further action on released claims:**

The Parties agree that they will not, at any time hereafter, commence, maintain, or prosecute any action, at law or otherwise, or assert any claim against any released party and/or execute or enforce any judgment against any released party for damages, losses, or for equitable relief relating to the matters and claims herein released. However, nothing in this provision prevents the Parties from seeking to enforce this Agreement.

**6. Consideration of policies and procedures and/or training**

The City of Reno agrees to consider and engage in good faith discussions (including but not limited to a meeting with the Chief of Police and/or others with the Reno Police Department involved with the formulation of policies and procedures and/or training and the City Attorney's Office) with Gasca and her attorney regarding potential changes to policies and procedures and/or police training regarding use of force (including with respect to the nonlethal round commonly called 40mm Direct Impact OC used in the protest on May 30, 2020 and that Gasca alleged in the Lawsuit caused her injury) and other issues concerning policing of protests to avoid the unnecessary use of force on protesters and others attending protests.

**7. Parties have reviewed and intend to be legally bound by Agreement:**

Each of the Parties acknowledges and agrees that each of them has reviewed and understands this Agreement, and each has had the opportunity to have this Agreement reviewed by their respective attorneys. The undersigned, as individuals or representatives of the Parties, further declare that this entire Agreement has been carefully read, that the contents hereof are fully known and understood, that the same is signed as a free and voluntary act of the undersigned, and that it is an express intention of the undersigned to waive, release, and discharge any and all claims or causes of action as set forth in Sections 2 and 3, and to be fully and legally bound hereby.

**8. Parties to bear their own fees and costs:**

The Parties agree they shall bear their own attorney's fees and costs in connection with the Lawsuit, including this Agreement, and the settlement makes no allocation for fees and costs.

**9. Disputed claims and no admission of liability:**

It is expressly understood that this settlement is a compromise of disputed claims, and receipt of the consideration above is not to be construed as an admission or acknowledgement of liability or responsibility on the part of the Parties or any released party, all of whom expressly deny all liability or responsibility.

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**10. Liens:**

Gasca agrees that she shall be solely responsible for reimbursement and/or repayment of any and all losses, damages, liens, obligations, costs, and expenses paid or incurred on account of any property right or personal injuries described in this document, arising from or related to the Lawsuit, or which are asserted, or part of, her claim(s) settled under this Agreement, including attorney's fees, health insurance benefits, workmen's compensation benefits, Medicare liens, Medicare conditional payments, Medicaid liens, hospital liens, medical provider liens, subrogation claims, and any other liens or other rights to payment related to medical, or other, treatment Gasca alleges resulted from the incident described in the Lawsuit that has or may be asserted by any health care provider, medical facility, insurer, governmental entity, employer, or any other person or entity. Gasca represents and warrants that she is not a current recipient of Medicare or Medicaid. Gasca agrees to indemnify, defend, and hold the Reno Released Parties harmless from any and all damages, claims, and rights to payment, including attorney's fees and defense costs, brought by any person, entity, or governmental agency to recover on any such lien or obligation which Gasca herein agreed to satisfy.

**11. Nevada law governs this Agreement:**

This Agreement shall be deemed to have been executed in the State of Nevada. Nevada law and Nevada choice of law rules shall apply to any dispute arising out of this Agreement. The venue for any such dispute shall be the Second Judicial District Court of the State of Nevada.

**12. Invalidity of part of Agreement does not affect the remaining terms:**

The invalidity, in whole or part, of any term of this document does not affect the validity of the remaining terms of this document.

**13. Parties have not assigned or transferred claims:**

The Parties, individually or through their undersigned representatives, represent and warrant that they have not sold, assigned, transferred, or conveyed to any person or entity any claims released herein, and they have the authority to release all such claims and to sign this Agreement. Each of the undersigned whose signatures are affixed below as an individual or in a representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any of the other Parties or any non-party hereto.

**14. Good faith settlement:**

The Parties stipulate that this Agreement constitutes a memorialization of a good faith settlement within the meaning of NRS 17.245.

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**15. Authority.**

By executing below, each signatory (Gasca and Doug Thornley) represents she or she has the authority to execute this Agreement and make the releases, representations, and agreements herein.

**16. Parties authorize their attorneys to dismiss the Lawsuit:**

The Parties agree to and authorize their attorneys to execute and file a Stipulation to Dismiss with Prejudice all claims Gasca asserted in the Lawsuit after the Payment is made.

**17. Emailed and scanned signature pages constitute originals:**

An emailed or scanned version of the signature page to this Release shall constitute an original.

**18. Entire Agreement:**

This Release contains the entire agreement between the Parties. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties to the Agreement. There is no other Agreement, written or oral, expressed or implied between or among the Parties with respect to the subject matter of this Agreement, and the Parties each declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made or relied on in any way. The terms of this Release are contractual and not a mere recital.

**19. Agreement binding on heirs and assigns:**

The Parties agree that this Agreement shall bind and be binding upon their heirs, personal representatives, spouse, executors, administrators, and assigns, and shall inure to the benefit of their agents, employees, servants, and successors.

**20. The Parties make no representations regarding tax consequences:**

Gasca acknowledges and agrees that the Reno Released Parties make no representations or warranties regarding the tax consequences of the sums paid in settlement of the released claims, and the Reno Released Parties hereby disclaim any responsibility and/or for any tax consequences resulting from sums paid in settlement and/or claims of any nature made by Medicaid, Medicare, The Social Security Administration or their counterparts, administrators, partners, and associates.

**21. Prevailing party in action to enforce this Agreement entitled to fees and costs:**

In any action brought to enforce this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

**22. Use of Headings:**

The headings or titles for the provisions of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

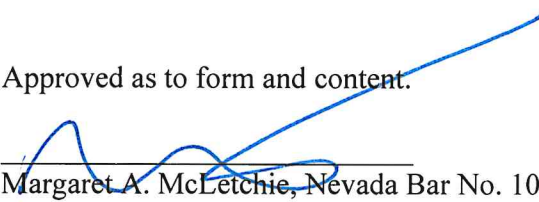
**23. Amendments to Agreement must be in writing:**

This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All amendments or changes must be in writing.

  
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Rebecca Gasca

2/8/2023  
\_\_\_\_\_  
Date

Approved as to form and content.

  
\_\_\_\_\_  
Margaret A. McLetchie, Nevada Bar No. 10181  
Attorney for Rebecca Gasca

CITY OF RENO

By:

\_\_\_\_\_  
Doug Thornley, City Manager

APPROVED AS TO FORM AND CONTENT:

By:

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City Attorney's Office