

SETTLEMENT AGREEMENT

Among the
Washington State Patrol,
Washington State Patrol Trooper's Association,
and
Trooper Ryan A. Thomas

The parties to this Settlement Agreement are the Washington State Patrol (WSP), the Washington State Patrol Trooper's Association (WSPTA), and Trooper Ryan A. Thomas (Thomas). Representatives of the WSP had conversations with WSPTA representative, Trooper Eric L. Goold regarding Office of Professional Standards (OPS) case number 23-0088. As a result of those conversations, the parties enter into this Settlement Agreement (Agreement) under the following terms and conditions:

WSP, WSPTA, AND TROOPER THOMAS AGREE THAT:

1. The findings in OPS case number 23-0088 will be:

WSP 2022 Regulation Manual

PROVEN

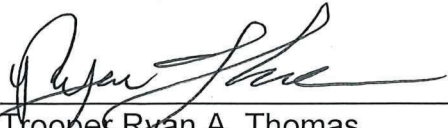
1.02.010 Searches (WSP Officers Only)

UNDETERMINED

18.00.150 Mobil/In-Car Video System (E) Officer Responsibilities

2. The parties agreed to this settlement during the investigation. The discipline in OPS case number 23-0088 will be a two (2) working day(s) (16 hours) suspension to be imposed immediately.
3. The terms of this Agreement are based on the facts determined during the investigation in this case up to the date of settlement.
4. The WSP has a legal requirement to disclose certain information to prosecuting attorneys and/or the Criminal Justice Training Commission (CJTC). All information pertaining to OPS case number 23-0088, to include this agreement, may be disclosed to prosecuting attorneys and/or CJTC. Thomas and the WSPTA release and hold the WSP harmless from any claims or damages that may relate to such release.
5. This Agreement may also be released with or without authorization if required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing union requests for information or disclosure of public documents, as necessary during the course of litigation, or as otherwise required by law.

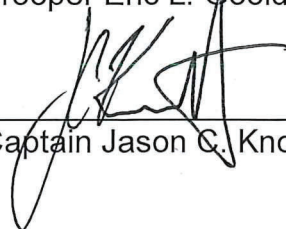
6. This Agreement constitutes the full and final settlement of all legal and equitable claims Thomas has or may have had against the state of Washington, the WSP, its officers, agents, and employees, in their official and individual capacities that arise out of, or relate to, OPS case number 23-0088.
7. Thomas, his heirs, executors, successors in interest, administrators and assigns, release, acquit and forever discharge the state of Washington, Washington State Patrol and all officers, agents and employees of the same, from any and all grievances, complaints, causes of action, claims or demands for damages, suits, civil or otherwise, known or unknown, based upon actions taken in their official capacities that arise out of or relate to OPS case number 23-0088, or this Agreement. This release also includes, but is not limited to, any and all grievances, unfair labor practice complaints, wage claims, common law tort claims, statutory claims, any claims based on state and/or federal laws prohibiting unfair practices and discrimination in employment, and all claims arising under the Washington State Law Against Discrimination (WSLAD), the Americans with Disabilities Act (ADA), and the Family Medical Leave Act (FMLA), that arise out of or relate to, OPS case number 23-0088, or this agreement.
8. WSPTA waives its right to process a grievance and/or request a Disciplinary Review Board and/or file an unfair labor practice complaint or other appeal arising out of OPS case number 23-0088, or the terms of this Agreement. This Agreement constitutes the full and final settlement of all legal and equitable claims that the WSPTA has or may have had against WSP, its officers, agents, or employees arising out of, or related to, OPS case number 23-0088, or the terms of this Agreement.
9. Neither this Agreement, nor the parties' mutual obligations under this Agreement, constitutes an admission by any party as to the validity of any claim or defense of any other party.
10. That each party has read this entire Agreement, has had a full and fair opportunity to discuss its contents and meaning with a representative of their choosing, and that the terms and conditions are understood and voluntarily accepted.
11. There are no written or oral representations, understandings, promises, or agreements, directly or indirectly related to this Agreement that are not incorporated herein in full.
12. The terms of this Agreement do not establish a precedent or past practice.
13. That this Agreement becomes effective upon date of all final signatures.


Trooper Ryan A. Thomas

3/27/23
Date

 462
Trooper Eric L. Goold, WSPTA

3/27/2023
Date


Captain Jason C. Knott

3/27/2023
Date

cc: Mr. Spike L. Unruh, WSPTA
Assistant Chief Daniel J. Atchison, Field Operations Bureau
Chief John R. Batiste
Captain Tyler M. Drake, Office of Professional Standards
Assistant Chief Marc W. Lamoreaux, Investigative Services Bureau