

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (“Agreement”) is entered into between Denise “Cookie” Bouldin (“Bouldin”) and the City of Seattle (“the City”) (jointly referred to as “the Parties”).

RECITALS

A. Bouldin has been employed by the City as a commissioned law enforcement officer with SPD since 1979, including as a Detective.

B. Bouldin raised a number of concerns regarding her employment which were investigated by the City and found not to be substantiated.

C. Bouldin filed a Complaint against the City in King County Superior Court, Cause No. 23-2-21627-0 (“Complaint”).

D. Without any admission of wrongdoing or unlawful conduct, the Parties desire to enter into this Agreement in order to provide payment in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below.

E. As a consequence of this Agreement, Bouldin agrees that she will dismiss the Complaint with prejudice.

AGREEMENT

The Parties agree as follows:

1.0 Release and Discharge.

1.1 In consideration of the payments and other terms set forth in Section 2, Bouldin hereby completely releases and forever discharges the City from any demands, obligations, actions, causes of action, rights, damages, costs (including payment of attorney fees), losses of services, expenses and compensation of any nature whatsoever deriving from Bouldin’s employment with the City through the date of this Agreement, whether based on a tort, contract or statutory theory of recovery, which Bouldin now has and/or which are the subject of the Complaint, including, but not limited to, rights pursuant to the Seattle City Charter, the City’s civil service rules and regulations, express or implied contractual, statutory or tort claims, claims of wrongful and/or constructive discharge, and claims of discrimination, specifically including violations of the Age Discrimination in Employment Act of 1967 (ADEA), the Older Workers Benefits Protection Act, the Employee Retirement Income Security Act of 1974, the Washington Laws Against Discrimination, RCW Chapter 42.41, SMC 4.20.810-860, and any other federal, state or local civil or human rights law. This release shall not include any workers’ compensation claims pursuant to RCW Title 51 or any claims pursuant to RCW 41.26.281 for alleged injuries or conditions unrelated to the facts underlying Bouldin’s claims in the Complaint. With the exception

of workers' compensation claims pursuant to RCW Title 51 or any claims pursuant to RCW 41.26.281 for alleged injuries or conditions unrelated to the facts underlying Bouldin's claims in the Complaint, this release is intended to be all-encompassing, and to fully resolve all employment-related matters between Bouldin and the City up to the date this Agreement is executed by Bouldin. This release shall also apply to the City's past, present and future officers, attorneys, agents, servants, employees and assigns.

1.2 Bouldin expressly agrees that she will not institute, or cause to be instituted, any action, lawsuit, or proceeding against the City and/or its past, present and future officers, attorneys, agents, servants, employees and assigns, which relates to, or arises out of, any claim, right, or cause of action of any kind, known or unknown, encompassed by the release outlined in Section 1.1, and will pay the City's costs and attorney's fees in the event that such an action is brought. Nothing in this provision shall prohibit either Party from taking such steps as necessary to enforce the terms and conditions of this Agreement, including bringing a lawsuit in King County Superior Court.

1.2.1 Although Bouldin may bring charges before the EEOC and/or cooperate with an EEOC investigation, Bouldin expressly waives the right to recover any monetary damages, costs or other relief personal to her arising out of any EEOC charges.

1.2.2 Although Bouldin specifically releases the City from any claims, damages, costs or relief under the ADEA, Bouldin may bring an action to challenge whether this release and/or the agreement not to sue is valid and enforceable under the ADEA. In the event Bouldin brings such an action to challenge this release of any ADEA claim(s) and/or the agreement not to sue under the ADEA, Bouldin will not be liable for the City's costs or attorney's fees in defending against any ADEA claim(s).

1.2.3 Bouldin expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which she does not know or suspect to exist, and which, if known, would materially affect his decision to enter into this Agreement. Bouldin further agrees that she is accepting the payments and other terms set forth in Section 2 of this Agreement as a complete compromise of matters involving disputed issues of law and fact. Bouldin assumes the risk that the facts or law may be other than she believes. It is understood and agreed to by the Parties that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of the City, by whom liability is expressly denied.

1.3 Bouldin agrees that as consideration for acceptance of the payments and other terms set forth in Section 2, Bouldin will seek an Order of Dismissal with Prejudice dismissing the Complaint within 5 days of receipt of the payment of described in Section 2.1.

2.0 Initial Payments and Other Terms.

In consideration of the release set forth in Section 1.1 above, the City agrees that within 30 days of the Effective Date of this Agreement and upon receipt of a W-9 form for Bouldin, the City shall pay Bouldin a settlement amount of \$750,000.00 in non-economic compensation paid to the Bible Law Firm Trust. This payment will be reported to the Internal Revenue Service as income to Bouldin using a 1099 form.

3.0 Attorney's Fees.

3.1 Bouldin shall bear her own attorney's fees and costs arising from the Complaint, with the exception of the payments described in Section 2.2 above.

3.2 Bouldin and the City agree to split the mediator's costs incurred in this matter.

3.3 In the event a suit is brought to enforce any provision of this Agreement, the prevailing party shall be awarded all costs incurred in prosecuting or defending the action, including attorney and paralegal fees. In the event the City is the prevailing party, the hourly rate to be paid to the City for the work of attorneys and paralegals in the City Attorney's Office shall be the hourly rate charged by persons in downtown Seattle law firms having similar experience.

4.0 Representation of Comprehension of Document.

In entering into this Agreement, Bouldin represents that she has relied upon the advice of an attorney, who is the attorney of Bouldin's choice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to Bouldin by his attorney; and that the terms of this Agreement are fully understood and voluntarily accepted by Bouldin.

5.0 Warranty of Capacity to Execute Agreement.

Bouldin represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that Bouldin has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and that Bouldin has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

6.0 Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

7.0 Additional Documents.

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

8.0 Taxability of Settlement.

The City takes no position as to any taxes which may be due and has advised Bouldin that she may be responsible for making estimated tax payments on this settlement. The City has advised Bouldin that it will report the settlement in its entirety to the Internal Revenue Service by issuance

of a 1099 form. Bouldin and her attorney must submit W-9 forms to the City for the receipt of the settlement payment and shall be solely responsible for any tax payments, liabilities, or penalties which each of them may owe as the result of the Agreement.

9.0 Entire Agreement and Successors in Interest.

This Agreement and the Supplemental Release contain the entire agreement between the Parties with regard to the matters set forth in those documents and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, and successors and assigns of each.

10.0 Consideration and Revocation.

Bouldin acknowledges that she has carefully read and fully understands all the provisions of this Agreement and that he is entering into the Agreement freely and voluntarily. Bouldin acknowledges that she has a period of 21 days within which to consider the Agreement, but may sign it in less than 21 days at her option, and that the City has not offered any additional inducement for taking less than the full 21 days. By signing this Agreement, Bouldin acknowledges that (a) the City has advised Bouldin to consult with an attorney of his choosing for review and explanation of the terms of this Agreement and (b) Bouldin has either consulted an attorney or has voluntarily elected not to do so. Bouldin has a period of seven days following the signing of this Agreement in which to revoke it ("Revocation Period"). The Parties agree that any revocation shall be in writing and transmitted to the City through its counsel prior to the expiration of the Revocation Period. The Agreement shall not become effective or enforceable and no payments under this Agreement shall be due until after the Revocation Period has expired.

11.0 Severability.

It is further understood and agreed that if any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable. Notwithstanding the foregoing, if the release contained in Section 1.1 above is declared unenforceable or invalid, the City shall have the option of rescinding this Agreement. If such a rescission occurs, Bouldin shall re-pay to the City all sums paid to Bouldin pursuant to this Agreement.

12.0 Counterparts.

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence against any Party who has signed it, all of which together shall constitute one and the same agreement. Signatures delivered by facsimile or electronically shall be deemed original signatures. All original signatures shall be delivered to and/or retained by the Seattle City Attorney's Office.

13.0 Effective Date of this Agreement.

This Agreement becomes effective on the eighth day after Bouldin signs it (“Effective Date”), PROVIDED THAT he has not revoked his agreement within the seven-day Revocation Period described above, and it has been executed by all individuals noted below.

THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN EMPLOYMENT CLAIMS. BOULDIN ACKNOWLEDGES THAT SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL ASPECTS OF THIS SETTLEMENT AGREEMENT, AND THAT BOULDIN HAS NOT RELIED UPON ANY REPRESENTATIONS OR STATEMENT NOT SET FORTH HEREIN OR MADE BY THE CITY OF SEATTLE OR ITS REPRESENTATIVES.

DENISE “COOKIE” BOULDIN

CITY OF SEATTLE

Denise "Cookie" Bouldin
Denise "Cookie" Bouldin (Feb 26, 2026 16:58:05 PST)

By: *Alyssa Pulliam*
Alyssa Pulliam (Feb 26, 2026 17:08:09 PST)

Alyssa Pulliam, Acting Executive Director of
Human Resources
Seattle Police Department

Date Signed: 02/26/2026

Date Signed: 02/26/2026