

SETTLEMENT AGREEMENT

1. Parties

The Parties to this Settlement Agreement (“Settlement Agreement”) are: (1) JOHN F. WILLIAMS, JR. and THOMAS J. O’BRIEN (collectively “Plaintiffs”) and (2) KATTIE RIGGS, in capacity as Elections Officer for the City of Oregon City (“Riggs”), the CITY OF OREGON CITY (“City”) and the URBAN RENEWAL COMMISSION OF THE CITY OF OREGON CITY (“URCOC”) (collectively, the “Governmental Parties”). The term “Parties” shall mean all parties to this Settlement Agreement.

2. Background and Purpose

2.1 **Background.** This settlement resolves certain elements of the litigation between Plaintiffs and the Governmental Parties.

2.1.1. Plaintiffs filed a complaint against Riggs and the City, in which the URCOC intervened, which was numbered Clackamas Circuit Court Case No. 16CV01310. The Clackamas County Circuit Court resolved the matter and that resolution was appealed to the Oregon Court of Appeals, numbered Court of Appeals A166328. This litigation is known as the “Pre-Election Case.”

2.1.2 As part of the resolution of the Pre-Election Case, the Clackamas County Circuit Court awarded Plaintiffs a portion of their attorney’s fees in the amount of \$27,950 (\$17,675 as part of the general judgment and \$10,275 as part of a supplemental judgment). In addition, Plaintiff Williams has incurred substantial additional attorney’s fees as part of the appeals process in the Pre-Election Case.

2.2 **Purpose.** The purpose of this Settlement Agreement is to settle, and this Settlement Agreement hereby does settle, fully and finally, the Pre-Election Case. This Settlement Agreement is not intended to, and does not have, any impact on Oregon Court of Appeals, Case No. A167583.

3. Scope of Agreement

The provisions of this Settlement Agreement shall be deemed to obligate, extend to and inure to the benefit of the Parties, their affiliates, assumed names, members, successors, predecessors, assigns, directors, board members, commissioners, councilors, officers, agents, shareholders, employees, insurers, transferees, grantees, legatees, representatives and heirs, including those who may assume any and all of the above-described capacities subsequent to the execution and effective date of this Settlement Agreement. None of the parties shall assert that this Settlement Agreement and dismissal of the appeal has any impact or effect on Oregon Court of Appeals Case No. A167583.

4. Nonassignment of Claims.

All parties represent and warrant that they have not assigned, transferred or liened, or purported to assign, transfer or suffered a lien, voluntarily or involuntarily to any person or entity all or any part of any right, claim, debt, liability, obligation, or counteraction that is addressed in this Settlement Agreement.

5. Consideration for Settlement

5.1 Consideration for Settlement. In consideration for this settlement, the Governmental Parties agree to pay Plaintiffs \$40,747.50. After said payment has cleared the bank, Mr. Williams and Mr. O'Brien will file a Full Satisfaction of Judgment with the Circuit Court in the Pre-Election Case. All parties agree to pay their own costs on appeal in the Pre-Election case.

5.2 Method of Payment. The Governmental Parties shall provide a check to the attorney representing the Plaintiffs within three business days of final approval of this Settlement Agreement by the Oregon City Commission and the Urban Renewal Commission of Oregon City. The check will be made out to "Willamette Law Group IOLTA."

5.3 Dismissal of Appeals. The Court of Appeals dismissed the Governmental Parties' appeals in the Pre-Election Case on July 12th. Accordingly, Williams' appeal is the only remaining active appeal in the Pre-Election Case. Mr. Williams shall dismiss his appeal in the Pre-Election Case within three business days of final approval of this Settlement Agreement by Ms. Riggs, the Oregon City Commission, and the Urban Renewal Commission of Oregon City and a copy of the fully-executed settlement agreement is provided to Mr. Williams. The Governmental Parties agree not to challenge the Court of Appeals' dismissal of their appeals in the Pre-Election Case.

6. Settlement Made With Advice of Counsel

The Parties acknowledge and agree that they have been, or have had the opportunity to be, represented and advised by independent counsel of their own choice throughout all negotiations that preceded the execution of this Settlement Agreement, and with respect to the execution of the same. Plaintiffs expressly acknowledge that they sought the advice of attorney in making this Settlement Agreement.

7. No Other Representations

The Parties acknowledge that no other party, nor agent, nor attorney of any other party, has made any promise, representation or warranty, express or implied, not contained in this Settlement Agreement concerning the subject matter of this Settlement Agreement to induce a party to enter into the Settlement Agreement, and the Parties acknowledge that they have not executed this Settlement Agreement in reliance upon any such promise, representation or warranty not contained herein, and that there are no other agreements between or among the Parties concerning or related to the subject matter of this Settlement Agreement.

8. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original instrument, and all of which together shall constitute one and the same Agreement.

9. Severability

If any term or provision of this Settlement Agreement shall to any extent be invalid or unenforceable, the remainder of this Settlement Agreement shall not be affected thereby. Each term and provision of this Settlement Agreement shall be valid and be enforced as written to the fullest extent permitted by law.

10. Applicable Law

This Settlement Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Any disputes arising in connection with the execution and operation of this Settlement Agreement shall be governed and determined by the applicable laws of the State of Oregon.

11. Enforcement

To the extent that it becomes necessary to enforce this agreement the prevailing party shall be entitled to recover reasonable attorney’s fees together with court costs and expenses. Venue shall be in the Circuit Court, Clackamas County.

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| <p>By: _____ JOHN F. WILLIAMS, JR.</p> <p>STATE OF OREGON)) ss. COUNTY OF _____)</p> <p>Personally appeared before me the above named John F. Williams, Jr. and acknowledged the foregoing instrument to be his voluntary act and deed on _____, 2019.</p> <p>_____ Notary Public</p> | <p>By: _____ THOMAS J. O'BRIEN</p> <p>STATE OF OREGON)) ss. COUNTY OF _____)</p> <p>Personally appeared before me the above named Thomas J. O'Brien and acknowledged the foregoing instrument to be his voluntary act and deed on _____, 2019.</p> <p>_____ Notary Public</p> |
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| <p>By: _____ KATTIE RIGGS Oregon City Elections Official</p> <p>STATE OF OREGON)) ss. COUNTY OF _____)</p> <p>Personally appeared before me the above named Kattie Riggs and acknowledged the foregoing instrument to be her voluntary act and deed on _____, 2019.</p> <p>_____ Notary Public</p> | <p>By: _____ DAN HOLLADAY Oregon City Mayor</p> <p>STATE OF OREGON)) ss. COUNTY OF _____)</p> <p>Personally appeared before me the above named Dan Holladay and acknowledged the foregoing instrument to be his voluntary act and deed on _____, 2019.</p> <p>_____ Notary Public</p> |
| <p>By: _____ FRANK O'DONNELL Chair, Urban Renewal Commission of Oregon City</p> <p>STATE OF OREGON)) ss. COUNTY OF _____)</p> <p>Personally appeared before me the above named Frank O'Donnell and acknowledged the foregoing instrument to be his voluntary act and deed on _____, 2019.</p> <p>_____ Notary Public</p> | |

