

William G. Blair, OSB 69021

William G. Blair, PC

bill@blairlaworegon.com

PO Box 5476

Beaverton, OR 97007

Phone (503) 608-7222

Christopher Gilmore, OSB 980570

Senior Assistant County Counsel

Chris_Gilmore@co.washington.or.us

155 N. First Ave., Suite 340 – MS 24

Hillsboro, OR 97124-3072

Phone (503) 846-8747

Fax (503) 846-8636

Attorneys for Defendants Washington

County, Gerba and Mateski

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

HOPE GLENN,

No. 3:08-CV-950-MO

Plaintiff,

NOTICE OF SETTLEMENT

v.

WASHINGTON COUNTY, *et al.*,

Defendants.

Pursuant to ORS 17.095, Washington County gives notice that this action has been settled as to all parties and claims pursuant to the terms of a SETTLEMENT AND COVENANT NOT TO PROCEED FURTHER, a copy of which is attached hereto.

Dated November 20, 2012.

s/ William G. Blair

William G. Blair, OSB #69021

Of Attorneys for Defendants

SETTLEMENT AND COVENANT NOT TO SUE OR PROCEED FURTHER

PARTIES

This Agreement is between The Estate of Lukus Glenn, Deceased, Hope Glenn, Personal Representative, Plaintiff in the below-described action ("Plaintiff"), represented by Lawrence Peterson, Michael Cox, David Park and Anne Creasey, attorneys at law; and Washington County, Oregon and its officers, agents and employees, whether or not they are named as defendants in the said action (the "Defendants").

ACTION

This Agreement relates to an action ("the Action") now pending in the United States District Court for the District of Oregon, Portland Division, Docket No. 3:08-CV-950-MO, and captioned:

HOPE GLENN, as the Personal Representative
of the ESTATE OF LUKUS GLENN,
Plaintiff,

v.

WASHINGTON COUNTY, MIKHAIL GERBA, an
individual, and TIM MATESKI, an individual,
Defendants.

PURPOSES

The parties have negotiated the settlement and compromise of all claims arising from and otherwise related to the Action. This Agreement is to memorialize the terms and conditions of that settlement. It includes:

- The acknowledgment by all parties that judgment and satisfaction may be entered against Defendants as hereinafter set forth, and that all claims and demands arising out of or in any way related to the Action are thereby released, waived and set at rest;
- The covenant of Plaintiff to satisfy and hold County harmless from any and all claims asserted as liens against the proceeds of this Settlement Agreement, and any and all claims based on rights of Plaintiff which the claimant is subrogated; and
- The covenant by Plaintiff not to sue or proceed further against any of the Defendants for any claim or demand arising out of or in any way related to the Action.

SEVERABILITY/SURVIVAL

This Agreement is not admissible in the Action or in any other proceeding except only to enforce its terms. This Agreement is an integrated whole. If any of its provisions is held illegal, invalid or unenforceable, the parties agree to accept the remainder of the Agreement as a tentative agreement subject to re-negotiation and resolution of any such offending provision. Any provisions concerning the limitation of liability or indemnity shall survive the termination of this Agreement for any cause.

RELEASE OF CLAIMS AND APPEALS

Plaintiff irrevocably and unconditionally does hereby release, forever discharge, and consent neither to sue nor proceed further with suit against Defendants with respect to any loss, injury, damage, or other claim for relief at law or equity which arises from or is in any way connected with the incident giving rise to the Action. This release and covenant shall be binding upon Plaintiff and any and all persons deriving their claims through Plaintiff, and shall inure to the benefit of the Washington County, its officers, employees and agents.

Each party agrees to withdraw any and all pending motions and agrees not to appeal from judgment entered in the Action.

INDEMNITY FROM THIRD PARTY CLAIMS

Plaintiff represents that this Agreement releases and discharges the County from all claims whether direct or derivative, and agrees to indemnify, defend and save harmless the County from and against any claim for contribution or indemnity from any person against whom Plaintiff may have or may in the future assert a claim arising out of the accident, incident, transaction or circumstance giving rise to the Action, whether or not such person is or could have been named as a defendant in the action. Plaintiff likewise agrees to indemnify and defend the County from and against any claim for loss of services and any claim for loss of consortium arising out of the accident, incident, transaction or circumstance giving rise to the Action, whether or not such claim was or could have been brought in the Action.

INDEMNITY FROM SUBROGATED CLAIMS AND LIENS

Plaintiff agrees and directs her/his attorney to satisfy all liens and claims against any judgment or settlement in the Action, including but not limited to Personal Injury Protection (PIP), Uninsured Motorist (UM), health care provider claims for services, and any claim based on subrogation to plaintiff's interests in whole or in part in the Action out of the amount of the total consideration hereafter set forth in this Agreement. Plaintiff agrees to indemnify, defend and save harmless the County from and against any such claim or lien.

FINAL AGREEMENT/BINDING EFFECT

This Agreement contains all of the terms and conditions of the parties' agreement and supersedes any previous and contemporaneous agreements or understandings, whether oral or written. The terms of this Agreement are contractual and not a mere recital. Any waiver or modification of the terms of this Agreement must be in writing. This Agreement shall be construed so that the singular shall include the plural and the plural shall include the singular. This Agreement is binding upon the parties, their successors and heirs and assigns.

INTERPRETATION OF AGREEMENT

This Agreement has been negotiated at arms length. None of the parties have been subject to undue influence, fraud, or misrepresentation in entering into this Agreement. The parties have carefully read and understood this Agreement, know its contents, and execute it freely and voluntarily after full opportunity and encouragement to consult with legal counsel, whether they choose to do so or not. This Agreement shall not be construed for or against either party by reason of the authorship of any provision.

ATTORNEY FEES

In the event litigation or binding arbitration is instituted by any party to enforce, interpret, or set aside any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party as a matter of right.

ARBITRATION

This Agreement represents a settlement arrived at through judicial settlement conference conducted by the Hon. Marco Hernandez, United States District Judge. Whether or not the final terms and details included herein were specifically mediated, and whether the settlement agreement in principle was reached during or following mediation, the parties agree that any dispute as to the validity, scope, interpretation, application or enforcement of this Agreement or adjudication of any rights and obligations hereunder shall be submitted to Judge Hernandez for final and binding arbitration under such rules of procedure as the mediator/arbitrator may determine to be just and due process; provided, however, that the Action, once dismissed, shall not be reinstated without order of a court of competent jurisdiction.

CHOICE OF LAW AND VENUE

This Agreement shall be interpreted and enforced according to and applying the laws of the State of Oregon. Venue for dispute resolution shall be in the United States District Court for the District of Oregon, Portland Division.

CONSIDERATION

In consideration of the mutual benefits and obligations of this Agreement Washington County agrees to pay Plaintiff the sum of Two Million, Five Hundred Seventy-Five Thousand Dollars (\$2,575,000.00) in satisfaction of all claims and judgment, inclusive of any and all interests, penalties, costs, and attorney fees that could be awarded under any and all rules and statutes applicable to this matter. Payment shall be made in the installments and at the times hereinafter provided. Plaintiff acknowledges sufficiency of said amount and schedule of payment for the purposes and under the conditions set forth in this Agreement.

TIME OF PAYMENT

Washington County, on behalf of all defendants, agrees to pay and plaintiff agrees to accept payments according to the following schedule:

- On or before November 30, 2012, the sum of \$1,500,000.00.
- On or before July 31, 2013, the sum of \$500,000.00.
- On or before July 31, 2014, the final sum of \$575,000.00.

Provided payments as hereinabove set forth are timely made, no interest shall accrue on the amount of the judgment to be satisfied by this Agreement.

APPROVALS AND NOTICE

This Agreement is subject to approval by the Circuit Court of the State of Oregon for Washington County, Probate Department in the probate of the Estate of Lukus Glenn. Plaintiff shall be responsible for seeking and obtaining such approval.

Notice of this Agreement pursuant to ORS 17.095 shall be filed by Defendants with the United States District Court for the District of Oregon, and the parties shall jointly issue a press release giving public notice thereof.

EXECUTION OF AGREEMENT

The parties, by their duly authorized representatives have signed this Agreement in the capacity and as of the dates set forth below:

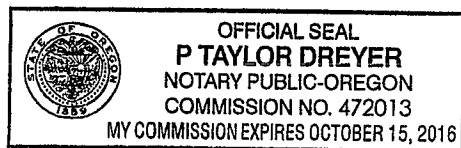
**CAUTION: THIS IS A RELEASE OF CLAIMS
READ CAREFULLY BEFORE SIGNING**

Hope Glenn
Hope Glenn, Personal Representative
Of the Estate of Lukus Glenn, Plaintiff

Date: NOV 21 2012

STATE OF OREGON)
)ss
County of Clatsop)

On this 21 day of Nov., 2012, the above-named Hope Glenn, known to me, personally appeared before me and acknowledged execution of the foregoing instrument in the capacity and for the purposes therein set forth.



P Taylor Dreyer
Notary Public for Oregon

Approved as to Form:

[Signature]
Lawrence K. Peterson; OSB 830068
Attorney for Plaintiff

Date: 11/21/12

FOR WASHINGTON COUNTY:

Alan A. Rappleyea
Alan A. Rappleyea; OSB 893415
County Counsel

Date: 11/20/12