

SETTLEMENT AGREEMENT AND RELEASE

FOR AND IN CONSIDERATION OF the sum of SEVENTY-FIVE THOUSAND, AND NO/100 DOLLARS (\$75,000.00), receipt of which is hereby acknowledged, I, GENEVA LEWIS, DO HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE KLAMATH COUNTY, FRANK SKRAH, former SHERIFF OF KLAMATH COUNTY, in his individual and official capacity, and THEIR current and former employees, deputies, agents, boards, board members, commissioners, officials, officers, representatives, successors and assignees from any and all known or unknown actions, causes of actions, personal injuries, causes of suits, claims, demands, reinstatement, back and front pay, and damages arising from or in any way connected with or based upon the termination AND/OR employment of Geneva Lewis and incidents which occurred as described in the pleadings of the below-captioned lawsuit and for all other incidents, complaints, disputes, or events that have occurred between the parties being released, including but not limited to all claims set forth in all tort claims notices served to the date of my execution of this release.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF KLAMATH

Geneva Lewis,	)	Case No. 16CV17160
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
County of Klamath, an Oregon Municipal	)	
corporation, and Frank Skrah,	)	
individually,	)	
	)	
<u>Defendants.</u>	)	

I understand and agree that the above sum of money will be paid by the issuance of three checks as follows:

- a. \$28,950 payable to Geneva Lewis for alleged emotional distress damages (1099 [Box 3] to Ms. Lewis for that amount);
- b. \$18,000 payable to Geneva Lewis for alleged economic damages (subject to withholding; W-2 to Ms. Lewis for \$18,000); and,
- c. \$28,050 payable to Law Offices of Judy Snyder, for attorney fees and costs (1099 to Law Offices of Judy Snyder for that amount).

I understand and agree that this release extends to and includes any and all of my injuries, damages and claims, and to any and all injuries, damages, or claims, which may develop in the future based upon incidents and events between me and the parties being released up to the date of this release, and I hereby expressly waive and relinquish any and all rights under any law or statute to the contrary.

I acknowledge and agree that the release and discharge set forth above is a general release; and I expressly waive and assume the risk of any and all damages or injuries which may exist as of this date, that of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect my decision to enter into this Settlement Agreement and Release.

It is understood and agreed by me that this settlement is a compromise of disputed claims and the payment referred to herein is not to be construed as an admission of liability or wrongdoing on the part of any named defendant, by whom liability is expressly denied, and it is agreed that this release is not admissible in any proceeding to prove liability or fault of the parties being released herein, or to prove a custom, practice or policy of wrongdoing by the parties being released herein.

I agree to pay and satisfy all unsatisfied bills, charges, liens, subrogation rights and reimbursement rights that are or may be asserted against any of the parties to this release, and that may be presented or held by other persons or organizations having provided any kind of services or benefits to me, including but not limited to insurance benefits, legal advice and services, or other value to me or on my behalf as a result of the damages, costs, and attorney fees arising out of this lawsuit. I further agree to hold harmless from any such claims the parties being released, their agents, officers, representatives, successors, and assigns.

I agree to be solely responsible for and legally bound to make payment of the taxes, if any, which are determined to be owed by me (including penalties and interest related thereto) by any taxing authority on the payments referred to above.

I agree and understand that Klamath County has not made any representations regarding the tax treatment of the sums paid pursuant to this Agreement and I agree that I am responsible for determining the tax consequences of such payment and for paying taxes, if any, that may be owed by me with respect to such payment.

In the event a claim for such taxes, and/or penalties and interest, is asserted by any taxing authority as a result of my failure to pay any taxes I have been determined to owe, and except as otherwise provided in this agreement, I agree to, and hereby indemnify and hold the released parties harmless against any and all tax liability, interest, and/or penalties as may be due as a result of my failure to pay any taxes I have been determined to owe as a result of the payments referenced above. Nothing herein shall be construed to render me responsible for any employment taxes, insurance, or related payments subsequently determined to be the sole responsibility of Klamath County.

I further agree and hereby acknowledge that the sum specified herein is the total amount that I am receiving for the payment of my damages, claims, attorneys' fees, costs and disbursements; and I expressly waive any further rights against the parties to this release, their employees, officers or agents for any award of damages, attorneys' fees, costs and disbursements. I further agree that I am not a prevailing party as a result of this settlement as that term is used in any state or federal statute or case.

In further consideration of the payments received and above acknowledged, I agree to enter an order of dismissal with prejudice and without costs, disbursements or attorney fees of the complaint filed in the above-captioned lawsuit.

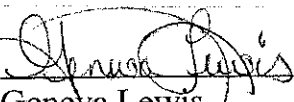
This release contains the entire agreement between me and the parties released, their agents, officers, employees, and representatives, and it is agreed that the terms of this release are contractual and not a mere recital.

I UNDERSTAND THAT THIS IS ALL THE MONEY I WILL RECEIVE AS A RESULT OF THE INCIDENTS AND EVENTS REFERRED TO HEREIN, AND THAT

NO FURTHER MONEY WILL BE PAID FOR ANY DAMAGES, COSTS, OR ATTORNEY FEES.

I HAVE READ THIS RELEASE, UNDERSTAND IT, AND I AM SIGNING IT VOLUNTARILY.

DATED this 20 day of July 2017.


Geneva Lewis