

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter “Agreement”) is made and entered into by and between North Bend School District #13, North Bend School District #13 Board of Directors, and William Yester (individually and collectively, “Employer”) on the one hand, and William Lucero (“Employee”) on the other. Employer and Employee shall be referred to collectively herein as the “parties” or the “Parties.”

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

I.

RECITALS

A. Employee filed the following civil suit against Employer: *William Lucero v. North Bend School District #13, North Bend School District #13 Board of Directors, William Yester, Rebekah Jacobson, Garrett Hemann Robertson, P.C., Olivia Funk and Hailey Smith*, Coos County Circuit Court Case No. 19CV11318. This case is hereinafter referred to as the “Civil Action.”

B. Employee and Employer represent that they have discussed all aspects of the Civil Action, their claims, their lawsuits and this Agreement with their respective attorneys, have been fully advised by them as to their respective rights, understand that they are waiving significant legal rights by signing this Agreement, and enter into this Agreement voluntarily, with a full understanding of, and agreement with, all of its terms.

C. Employee and Employer acknowledge that the payment and acceptance of the Settlement Sum (as defined below) provided herein, together with the execution of this

Agreement, are the result of compromise and negotiations between the parties, that this Agreement is entered into in good faith and that this Agreement shall never be considered at any time or for any purpose as an admission of liability by any party hereto, or that any party hereto acted wrongfully with respect to each other, or any other person, or that any party hereto has any rights whatsoever against any other party.

D. Employee and Employer desire to settle fully and finally all differences between them, including, but in no way limited to, those differences embodied in or in connection with the Civil Action.

II.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Non-Admission of Liability.

This Agreement shall not in any way be construed as an admission by Employer that it has acted wrongfully with respect to Employee or any other person, or that Employee or any other person has any rights whatsoever against Employer. Employer specifically disclaims any liability to or wrongful acts against Employee or any other person, on the part of itself, its agents or its employees, past or present.

2. Dismissal With Prejudice.

The parties agree to cooperate in the filing of a Stipulation to Dismiss the Civil Action as to all claims against defendants North Bend School District #13, William Yester, and North Bend School District #13 Board of Directors, with prejudice, and without fees or costs to any party. The Releases herein are conditioned upon the filing of a Stipulation to Dismiss the Civil Action against defendants North Bend School District #13, William Yester, and North Bend

School District #13 Board of Directors, with prejudice, and without fees or costs to any party.

3. No Other Claims.

Employee represents and warrants that he has not filed or initiated any complaints, charges, lawsuits or proceedings of any kind against Employer or the other Releasees (as defined below), or any of them, with any governmental agency or any court, other than the Civil Action and the prerequisite administrative charge. Employee further represents and warrants that he is not aware of any injury, grievance or other ground for any such claim, charge, lawsuit or proceeding. Employee agrees that he will not file any other complaints, charges, lawsuits, appeals or proceedings of any kind against Employer or the Releasees (as defined below), or any of them, with any governmental agency or court at any time hereafter based on any matter released by or arising prior to the execution of this Agreement, and that if any such agency or court assumes jurisdiction of any complaint, charge, lawsuit, appeal or proceeding of any kind against Employer, or the Releasees, or any of them, on behalf of Employee, Employee will immediately request such agency or court to withdraw from, dismiss, or otherwise close the matter, and Employee shall further take all other actions necessary to assure such withdrawal, dismissal and closure.

4. Consideration.

In exchange for the promises and representations by Employee contained in this Agreement, including but not limited to the voluntary dismissal with prejudice of all claims against North Bend School District #13, North Bend School District #13 Board of Directors, and William Yester in the Civil Action, and the release described in paragraph 8 below, Employer shall pay Employee \$50,000.00 (Fifty Thousand Dollars and No Cents) to be paid as follows: Payment shall be made by check payable to Rundle Law, PLLC, and delivered via U.S. Mail to

The Rundle Law Firm at 203 SE Park Plaza Drive, Suite 215, Vancouver, WA 98684. Payment shall be made within 14 days of delivery of an executed copy of this Agreement to counsel for Employer.

This amount shall be referred to as "The Settlement Sum." This Settlement Sum shall serve as consideration for Employee to release all known and unknown claims against Employer, as provided in paragraph 8, below.

5. No Prior Entitlement to Consideration.

Employee acknowledges that he executes the releases described herein in exchange for the Settlement Sum described in paragraph 4 above, and that there is no other preexisting basis for receipt of such consideration unrelated to the Civil Action or releases herein.

6. Severability.

The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

7. Capacity to Enter Agreement.

Employee represents that he has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he has had all such time that he desires within which to consider the Agreement; that he fully understands that this Agreement releases all of his claims, both known and unknown, against Employer and each and all and other Releasees (as defined below); that he is voluntarily entering into this Agreement; and that he has the capacity to enter into this Agreement.

8. Release of Employer.

As a material inducement to Employer to enter into this Agreement, Employee does hereby, for himself and his heirs, successors, assigns, and relatives by blood or marriage, in his

capacity as an individual, forever release Employer and each of the past and present employees, officers, directors, agents (but not attorneys), representatives (but not attorneys), insurers, related entities, assigns, successors, and predecessors of Employer, and all persons (but not attorneys) acting by, through, under or in concert with any of them (collectively, the “Releasees”), from any and all claims brought or which could have been brought in the Civil Action, which Employee claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, own or hold, or which Employee at any time hereinafter may have, own or hold, or claim to have, own or hold against each or any of the Releasees, arising prior to the execution of this Agreement. Notwithstanding any other language in this Agreement, neither Rebekah Jacobson nor Garrett Hemann Robertson, P.C. are “Releasees,” and neither is released pursuant to this Agreement.

9. Knowing and Voluntary Waiver.

Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which Employee does not know or suspect to exist in his favor against the Releasees, or any of them, at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such Claim or Claims.

10. No Representations.

Employee represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement not set forth herein made by any of the Releasees or by any of the Releasees’ agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

11. Governing Law.

This Agreement is made and entered into in the State of Oregon, and shall in all respects

be interpreted, enforced and governed by and under the laws of the State of Oregon.

12. Enforceability of Agreement.

This Agreement (including but not limited to any releases and provisions superseding any and all prior agreements or understandings), is effective only upon, and is conditioned upon, actual receipt of payment of the Settlement Sum. This Agreement is also effective only upon, and is conditioned upon, execution by all signatories thereto of a full and final release of Employee's claims against Rebekah Jacobson and Garrett Hemann Robertson, P.C. Nothing in this Agreement shall constitute or require such a release of Rebekah Jacobson and Garrett Hemann Robertson, P.C.

13. Sole and Entire Agreement.

This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter of this Agreement. This Agreement may not be modified, waived, rescinded or amended in any manner, except by a writing executed by all parties to the Agreement which clearly and specifically modifies, waives, rescinds or amends this Agreement.

14. Binding Effect.

This Agreement shall be binding upon Employee and upon his respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of Employer and the other Releasees and their related entities.

15. No Assignment of Claims.

Employee represents and warrants that he has not heretofore assigned or otherwise transferred or subrogated, or purported to assign, transfer or subrogate, to any person or entity, any Claim or portion thereof, or interest therein she may have against the Releasees, and he

agrees to indemnify, defend and hold the Releasees harmless from and against any and all liability, loss, demands, claims, damages, costs, expenses or attorneys' fees incurred by the Releasees as the result of any person or entity asserting any such right, assignment, transfer or subrogation.

16. Counterparts.

This Agreement may be executed in one or more counterparts, any one of which shall be deemed to be the original even if the others are not produced.

17. Joint Participation in Preparation of Agreement.

Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

18. Further Acts.

The parties hereto, without further consideration, shall execute and deliver such other documents and take such other action as may be necessary to achieve the objectives of this Agreement.

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19. Section Headings.

Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

IT IS SO AGREED.

2-5-20
Date

William Lucero

William Lucero
Employee

2/14/2020
Date

Kevin Bogatin

Kevin Bogatin, on behalf of North Bend School
District #13
Employer

Approved as to Form:

2/5/2020
Date

Roland Ipaizaguirre

Roland Ipaizaguirre
Of Attorneys for Employee