

## SETTLEMENT AGREEMENT AND RELEASE (“Agreement”)

### I

FOR THE SOLE CONSIDERATION of the sum of two hundred thousand U.S. dollars (\$200,000.00), the undersigned Mark Bartlett (“Bartlett”) hereby releases and forever discharges the City of Portland, together with its agents, officers, employees, officials, and all other persons, firms, corporations, or other entities liable or who might be claimed to be liable (collectively, “City of Portland”) from any and all claims for costs and attorney fees on appeal, costs and attorney fees in the trial court, any issues remaining for the trial court on remand based on the opinions of the Supreme Court or Court of Appeals, and any and all claims arising from or related to the lawsuit filed in *City of Portland v. Mark Bartlett*, Multnomah County Circuit Court Case No. 16-CV-01529, and the appeal in *City of Portland v. Mark Bartlett*, Oregon Court of Appeals Case No. A168172, and Oregon Supreme Court Case No. S067940 (collectively, “the Lawsuit and Appeal”).

### II

IT IS FURTHER UNDERSTOOD AND AGREED that, promptly upon tender of the total settlement payment of \$200,000.00, the parties will file in in *City of Portland v. Mark Bartlett*, Oregon Court of Appeals Case No. A164469, a joint motion informing that court that the parties have reached a settlement and moving to withdraw Bartlett’s petition for attorney fees and statement of costs and disbursements still pending in that court. The parties will also file in *City of Portland v. Mark Bartlett*, Oregon Supreme Court Case No. S067940, a joint motion informing the court that they have reached a settlement and requesting that the Supreme Court issue its appellate judgment without an award of costs or fees to either party.

### III

IT IS FURTHER UNDERSTOOD AND AGREED that, promptly after issuance of the appellate judgment in *City of Portland v. Mark Bartlett*, Oregon Supreme Court Case No. S067940, the parties will file a general judgment in the trial court in *City of Portland v. Mark Bartlett*, Multnomah County Circuit Court Case No. 16-CV-01529, declaring the rights of the parties consistently with the opinion of the Supreme Court, without an award of costs or fees to either party.

### IV

IT IS FURTHER UNDERSTOOD AND AGREED that any dispute about this Agreement shall be determined by Oregon law and litigated in a court of appropriate jurisdiction in Multnomah County, Oregon.

### V

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement releases the City of Portland from any and all claims arising out of the Lawsuit and Appeal, including but not limited to claims for attorney fees under ORS 192.431(3), and releases the City of Portland from all causes of action and claims against the settlement amount described in Paragraph I herein and any other proceeds of this case, including but not limited to medical liens, hospital liens, Social

Security Administration liens, Medicare liens, attorney-fees liens under ORS 87.430 through 87.490, workers' compensation liens, liens of the State of Oregon Department of Human Services, and all other liens of any kind against the above-described proceeds at the time of execution hereof.

VI

IT IS FURTHER UNDERSTOOD AND AGREED that the City has provided Bartlett with records responsive to the request that is the subject of the Lawsuit and Appeal. The City has conducted a diligent search and, to the best of the City's knowledge and belief, the records provided are all the records that are responsive to Bartlett's request

VII

THE UNDERSIGNED HEREBY DECLARE that they have read this Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the Lawsuit and Appeal, in whatever legal form or theory might be asserted, including but not limited to claims for costs and attorney fees on appeal, costs and attorney fees in the trial court, and any issues remaining for the trial court on remand based on the opinion of the Supreme Court in *City of Portland v. Mark Bartlett*, Oregon Supreme Court Case No. S067940.

VIII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Agreement is intended to, and does, cover not only all known claims for costs and fees related to the Lawsuit and Appeal, but any further related costs and fees not now known or anticipated, which may later develop or be discovered, including all effects and consequences thereof.

IX

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

X

THIS AGREEMENT may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

XI

THIS AGREEMENT shall be effective on the date it is signed by all parties to the Agreement.

Approved as to form:

\_\_\_\_\_  
Robert Taylor  
City of Portland  
Dated: \_\_\_\_\_, 2022

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Denis M. Vannier  
Attorney for City of Portland  
Dated: \_\_\_\_\_, 2022

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Mark Bartlett  
Defendant-Appellant  
Dated: \_\_\_\_\_, 2022

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John DiLorenzo, Jr.  
Attorney for Mark Bartlett  
Dated: \_\_\_\_\_, 2022