

SETTLEMENT AGREEMENT

BETWEEN: Jon Calcote, Eva Calcote, Carolann Calcote
and Aleyah Calcote ("Calcotes")

AND: Yamhill County ("County")

RECITALS

- A. The Calcotes filed a lawsuit against Yamhill County entitled "*Jon Calcote, Eva Calcote, individually and as guardian ad litem for minors Carolann Calcote and Aleyah Calcote,*" Yamhill County Circuit Court Case No. 15CV27176 ("Lawsuit").
- B. The parties to the Lawsuit wish to settle the Lawsuit, and therefore enter into this settlement agreement ("Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises set forth below and the recitals set forth above, which are hereby incorporated by reference, the parties to this Agreement agree as follows:

1. County shall pay the Calcotes and their attorneys a total of \$80,000 (Eighty Thousand and 00/100 dollars) within 14 days after this Agreement is fully executed, as follows:
 - a. To Jon Calcote, a check from the County in the amount of \$3,000 for settlement of Jon Calcote's claim for lost wages. This check will be in the form of a payroll check from the County with withholdings as required by state and federal law. The County's share of the payroll taxes on this check, which will be \$229.50, are a portion of the total of \$80,000 (Eighty Thousand and 00/100 dollars) which is being paid under this Agreement.
 - b. To the Law Offices of Judy Snyder, a check from the County in the amount of \$36,770.50 (Thirty Six Thousand Seven Hundred Seventy and 50/100 dollars) and a check from City County Insurance Services in the amount of \$40,000 (Forty Thousand and 00/100 dollars). These checks are payment for settlement of all other claims for damages and for attorney fees and costs alleged by the Calcotes in the Lawsuit, other than Jon Calcote's claim for lost wages, which is settled under Paragraph 1. a. above. The Law Offices of Judy Snyder shall be responsible for paying a share of the two checks totaling \$76,770.50 (Seventy Six Thousand Seven Hundred Seventy and 00/100 dollars) to each of the Calcotes, to the Law Offices of Judy Snyder, and to third-party lien holders against the settlement under this

Agreement, in accordance with Yamhill County Circuit Court's approval of the settlement and allocation of the funds paid under this Agreement.

2. The Calcotes agree to satisfy any and all third-party liens against the settlement funds under this Agreement, and agree to indemnify and hold harmless the County and Citycounty Insurance Services from any claims from third-party lien holders arising from or related to the settlement of the Lawsuit.

3. The Calcotes agree to dismiss the Lawsuit with prejudice and without an award of attorney fees or costs to any of the parties.

4. The Calcotes hereby release and discharge the County and all of County's current and former employees, agents, officers and insurers, and the Yamhill County Fair Board, and their successors and assigns, from any and all claims, known or unknown, arising out of or related to 1) Jon Calcote's employment by the County and 2) the living accommodations the County provided to the Calcotes during Jon Calcote's employment. This release includes, but is not limited to, all claims that actually were, or could have been, alleged in the Lawsuit. This release includes, but is not limited to, all claims under (a) Oregon state statutes, including Oregon Revised Statutes Chapters 652, 654, 656, 659 and 659A; (b) federal statutes, including Title VII of the Civil Rights Act of 1964, and (c) Oregon common law, whether based in tort, contract or otherwise.

5. The Calcotes acknowledge that they have been represented by their attorney, Judy Danelle Snyder. The Calcotes agree that they have reviewed the terms of this Agreement with their attorney, understand those terms, and voluntarily accept such terms as the entire agreement between the parties. Jon Calcote acknowledges that he has been given 21 days to review this Agreement. Jon Calcote understands that, among the claims he is waiving and releasing are any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. Jon Calcote further acknowledges that he will have seven days after signing this Agreement to revoke this Agreement in writing to the County. After the seven-day period passes without revocation, the Agreement will become final and binding.

6. The Calcotes covenant that they are the sole owners of the claims covered by this Agreement.

7. All payments made under this Settlement Agreement shall be reported as may be required (if at all) by applicable law. The Calcotes shall be responsible for payment of all taxes on the payments they receive under this Agreement for which they are legally responsible.

8. This Agreement is executed solely for the purpose of resolving disputed claims. This Agreement does not constitute an admission of liability by any of the parties hereto, nor does it constitute an admission of disputed facts.

9. The undersigned parties warrant that no promise or inducement has been offered except as herein set forth; that this Agreement is executed without reliance upon any

statement or representation by the persons or entities released, or their representatives, concerning the nature and the extent of the damages or the legal liability therefor; that each of the undersigned is of legal age, legally competent and authorized to execute this Agreement and accept full responsibility therefor.

10. This Agreement is governed by the laws of the State of Oregon.

11. This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

Dated: 9/29/ 2016.

Dated: _____, 2016.

YAMHILL COUNTY

By:



Mary Starrett, Chair
Yamhill County Board of
Commissioners

By:

Jon Calcote

Dated: 09/21 2016.

By:



Eva Calcote, personally and as guardian
ad litem for minors Carolann Calcote and
Aleyah Calcote

00818236.v1

Accepted by Yamhill County
Board of Commissioners on

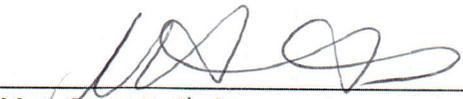
9.29.16 by Board Order

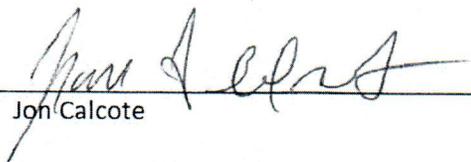
16-399

Dated: 9/29/16
2016.

Dated: Sept. 26, 2016
2016.

YAMHILL COUNTY

By: 
Mary Starrett, Chair
Yamhill County Board of Commissioners

By:  (Sept. 26, 2016)
Jon Calcote

Dated: _____
2016.

By: _____
Eva Calcote, personally and as guardian ad
litem for minors Carolann Calcote and
Aleyah Calcote

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