



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

August 10, 2023

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Board of County Commissioners
Clackamas County

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Approval of a Settlement Agreement with Carin Sherman to Resolve Litigation Related to Employment at Clackamas County Sheriff's Office.

Previous Board Action/Review	This Board has been briefed on this case during previous executive sessions.		
Performance Clackamas	Build public trust through good government.		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Shawn Lillegren	Contact Phone	503-742-5393

EXECUTIVE SUMMARY: The Office of County Counsel requests the approval of a settlement agreement with Carin Sherman, which concerns litigation arising from her employment at the Clackamas County Sheriff's Office.

RECOMMENDATION: Staff recommends BCC approve and authorize Chair Tootie Smith to sign the attached Settlement Agreement.

Respectfully submitted,

Shawn Lillegren
Senior Assistant County Counsel

For Filing Use Only

GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (“Agreement”) is made and entered into by and between Carin Sherman (“Sherman”), on the one hand, and Clackamas County, by and through the Clackamas County Sheriff’s Office, (“County”), on the other hand. Sherman and the County are collectively referred to herein as the “Parties.”

RECITALS

A. WHEREAS, currently pending in the United States District Court for the District of Oregon is the case entitled *Carin Sherman v. Clackamas County Sheriff’s Office.*, Case No. 3:21-cv-01005-HL, and the case entitled *Carin Sherman v. Clackamas County Sheriff’s Office*, Case No. 3:23-cv-00920-AN wherein Sherman asserts employment-related claims against the County (the “Litigation”). Additionally, Sherman has asserted in a Tort Claims Act Notice dated May 12, 2023 additional employment-related claims against the County (the “May 2023 Claims”);

B. WHEREAS, the County denies all allegations made by Sherman in the Litigation and May 2023 claims and denies that Sherman has been harmed or damaged as a result of any act or omission by County or by any of its current or former employees; and

C. WHEREAS, Sherman and the County each desire to settle fully and finally the Litigation and all of the differences between them on the terms and conditions set forth in this Agreement, which Sherman and the County each acknowledge and represent to be fair, reasonable, adequate, and in their mutual best interests.

THEREFORE, in consideration of the foregoing and mutual promises contained herein, the Parties agree as follows:

1. Settlement Amount. Provided that the Parties execute this Agreement, County agrees to pay to Sherman the gross sum of One Hundred Ninety Seven Thousand Two Hundred and Fifteen Dollars and Zero Cents(\$197,215.00) in full and final settlement of all matters between the Parties (the “Settlement Amount”). The Settlement Amount will be paid to Sherman 30 days from the date the County receives a signed copy of this Agreement and will be paid as follows: (a) a check in the amount of Thirteen Thousand Two Hundred and Twenty One Dollars and 50/100 Cents (\$13,221.50), less applicable taxes and withholdings, made payable to Carin Sherman as lost wages; and (b) a check in the amount of One Hundred Eighty Three Thousand Nine Hundred and Ninety Three Dollars and 50/100 Cents \$183,993.50made payable to Meyer Employment Law IOLTA for payment of Sherman’s noneconomic damages and attorneys’ fees. Sherman acknowledges and agrees that but for this Agreement, Sherman would not be entitled to the Settlement Amount.

2. Dismissal with Prejudice. Within three (3) business days of County’s return of the fully-executed Agreement to counsel, Sherman shall cause to be prepared and shall file in the Litigation a Notice of Settlement and Stipulation and [Proposed] Order of Dismissal With Prejudice, without an award of attorneys’ fees or costs to either party.

3. Release of Claims. In consideration of the benefits provided in this Agreement, Sherman, on behalf of herself and her representatives, heirs, and assigns, releases County and its past and present directors, officers, members, managers, agents, employees, attorneys, insurers, related entities and affiliates, successors, and assigns (collectively, "Released Parties") from any and all liability, damages or causes of action, whether known or unknown, whether in tort, contract, or under local, state, or federal statute, except any claim the release of which is expressly barred by law. Sherman understands and acknowledges that this release includes, but is not limited to, any claim for reinstatement, reemployment, attorney fees, or additional compensation in any form, and any claim, including, but not limited to, those arising under the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Post Civil War Civil Rights Act (42 U.S.C. 1981-88), the Equal Pay Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Vietnam Era Veterans Readjustment Assistance Act, the Fair Labor Standards Act, the Family Medical Leave Act of 1993, the Uniformed Services Employment and Reemployment Rights Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Employee Retirement Income Security Act of 1974 (ERISA), Executive Order 11246, the National Labor Relations Act, the Sarbanes-Oxley Act, all as amended, and any and all other civil rights, employment, and labor laws of any state and any regulation under such authorities relating to Sherman's employment or association with County or the resignation/termination of that employment and association.

The County hereby releases Sherman from any and all claims, liability, demands, rights, damages, costs, attorney fees, and expenses of whatever nature that exist as of the date of execution of this Agreement, whether known or unknown, foreseen or unforeseen, asserted or unasserted.

4. Indemnity, Hold Harmless and Defend. Sherman agrees to indemnify, hold harmless and defend County against any tax obligations, payments, penalties, debts or claims of any kind that may arise from Sherman's failure to comply with any tax reporting or payment obligations as a result from the receipt by Sherman and/or counsel of the Settlement Amount. Sherman further acknowledges and agrees that she has been properly paid for all hours worked for County, that all salary, wages, commissions, bonuses, and other compensation due to her have been paid, and that she is not owed anything else from County other than as provided in this Agreement.

5. Resignation. In further consideration of the benefits provided in this Agreement, Sherman agrees to voluntarily resign her employment with the County effective August 4, 2023. If Sherman makes a claim for unemployment benefits arising out of her departure from the County, the County will not contest said claim. Sherman will agree to refer all future reference requests from prospective employers to the County to the Human Resources Program coordinator in the Clackamas County's Department of Human Resources. The Human Resources Program Coordinator will only provide Sherman's dates of employment, final rate of pay, last position held, and that Sherman is an employee in good standing who is eligible for reemployment. For in perpetuity, Sherman agrees to never apply to the Clackamas County Sheriff's Office for employment, and for a period of five years from the date she executes this Agreement, Sherman further agrees not to apply for employment at Clackamas County, including the North Clackamas Parks and Recreation District, and Clackamas Water Environment Services. If Sherman inadvertently applies to the County and its agents within five years from date of execution or CCSO, her application would be declined automatically per this Agreement.

6. Covenant Not to Sue. Sherman agrees and covenants not to sue any of the Released Parties for any claims released herein, whether in court, arbitration, or any other proceeding.

7. No Admission of Liability. Sherman agrees that nothing in this Agreement, its contents, and any payments made under it, will be construed as an admission of liability on the part of the Released Parties.

8. Drafting and Construction. The Parties acknowledge and agree that each has participated in the drafting and negotiation of this Agreement, and that each provision shall be deemed to have been jointly drafted by the Parties. The Parties intend for this Agreement to be construed and interpreted neutrally, in accordance with the plain meaning of its language, and not presumptively construed against any purported drafter of specific language contained in it.

9. Governing Law, Forum, and Attorney Fees. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon without regard to conflict of law principles.

10. Attorney Fees and Costs. With the exception of the compensation described in Section 1 in this Agreement, the Parties shall bear its own attorney fees and costs incurred before and through the date of this Agreement.

11. Successors and Assigns. This Agreement shall be binding upon Sherman's heirs, executors, administrators, and other legal representatives and may be assigned and enforced by the Released Parties and their successors and assigns.

12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other obligations, provisions, or applications of this Agreement, which can be given effect without the invalid obligations, provisions, or applications.

13. Modification and Waiver. No modification or amendment of this Agreement shall be valid unless it is in writing and signed by both Parties. The failure of either party to demand strict performance of any provision of this Agreement shall not constitute a waiver of any provision, term, covenant, or condition of this Agreement or of the right to demand strict performance in the future.

14. Section Headings. The section headings contained herein are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall comprise a single Agreement. An electronic signature by the Parties is sufficient to execute the Agreement. Copies, scans, or facsimiles of original signature pages shall be as effective as originals.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written understandings, statements, representations or promises with respect to its subject matter. This Agreement was the subject of

negotiation between the Parties and, therefore, the Parties agree that the rule of construction requiring that the agreement be construed against the drafter shall not apply to the interpretation of this Agreement.

17. Revocation Period: Sherman shall have seven calendar days from the date she signs this Agreement to revoke this Agreement by sending a written notice of revocation to the same person to whom returned this Agreement (Revocation Period). If the Revocation Period expires on a weekend or holiday, Sherman will have until the end of the next business day to revoke. This Agreement will become effective on the day after the end of the Revocation Period (Effective Date), provided Sherman does not revoke this Agreement.

18. Return of Signed Agreement: You are required to return your signed Agreement and any written revocation notice to Shawn Lillegren at Clackamas County via email (slillegren@clackamas.us), mail, or personal delivery (Clackamas County Office of County Counsel, 2051 Kaen Road, Suite 254, Oregon City, OR 97045. As part of the settlement, the County will provide you with a copy of its sexual harassment policy.

SHERMAN ACKNOWLEDGES AND AGREES THAT SHE HAS HAD A REASONABLE AMOUNT OF TIME TO REFLECT ON AND CONSIDER SIGNING THIS AGREEMENT, THAT SHE HAS CAREFULLY READ AND CONSIDERED THIS AGREEMENT, THAT SHE FULLY UNDERSTANDS ITS FINAL AND BINDING EFFECT, THAT THE ONLY PROMISES MADE TO HER TO SIGN THIS AGREEMENT ARE THOSE STATED AND CONTAINED IN THIS AGREEMENT, AND THAT SHERMAN IS SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, AFTER HAVING HAD THE OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT LEGAL COUNSEL, WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

Carin Sherman



Date: 08 / 02 / 2023

Clackamas County

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: 

Robert K. Meyer

Attorney for Carin Sherman

Date: August 3, 2023