



OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

September 22, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Settlement Agreement with George El Youssef

Purpose/Outcomes	To resolve litigation related to a motor vehicle collision involving a county-owned vehicle operated by a county employee.
Dollar Amount and Fiscal Impact	In exchange for a full and final resolution of plaintiff's claims, the County's Risk Fund will pay \$165,000.
Funding Source	Risk Fund
Duration	Upon execution
Previous Board Action	The Board has been briefed on this case during previous executive sessions
Counsel Review	Reviewed and approved by County Counsel September 14, 2022. SL
Procurement Review	Was this item processed through Procurement? No, this item is a settlement agreement and not subject to such review.
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Shawn Lillegren, Senior Assistant County Counsel, (503) 742-5393

BACKGROUND:

The Office of County Counsel requests the approval of a settlement agreement with plaintiff George El Youssef, who sustained injuries as a driver of a vehicle that was struck by a vehicle operated by an on-duty Sheriff's Office deputy. The County admitted liability; litigation centered on the cause, nature, and extent of the alleged injuries. Mr. El Youssef sought \$337,767.90 in compensation for medical expenses and non-economic damages.

The parties attended a judicial settlement conference with Clackamas County Circuit Court Judge Cody Weston. The parties were able to reach a negotiated settlement on the terms presented in this settlement agreement. If approved by the Board, the case will be dismissed, and the matter concluded.

RECOMMENDATION:

The Office of County Counsel requests the Board to approve the attached settlement agreement for George El Youssef.

Respectfully submitted,



Shawn Lillegren
Senior Assistant County Counsel

Attachments:

Settlement Agreement with George El Youssef

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into between George El Youssef ("Plaintiff") and Clackamas County ("County"), collectively the "Parties."

WHEREAS, Plaintiff filed a complaint in the Circuit Court for the State of Oregon for the County of Clackamas, Case No. 22CV01373;

WHEREAS, the County filed an answer to the complaint admitting to some of the allegations and denying others;

Nevertheless, the Parties wish to resolve this tort claim as follows:

1. Meaning of Terms.

- (a) As used in this Agreement, George El Youssef shall mean George El Youssef, his, heirs, executors, administrators, agents, insurers, attorneys, assigns, and anyone claiming for injuries he suffered personally.
- (b) As used in this Agreement, "Plaintiff" shall mean George El Youssef as defined above.
- (c) As used in this Agreement, "County" shall mean Clackamas County and current and former commissioners, current and former managers, current and former County Counsel, current and former County Administrators, current and former employees (in their individual and representative capacities), attorneys, insurers, and current and former agents.
- (d) As used in this Agreement, "Parties" shall mean George El Youssef and the County as defined above.

2. Consideration.

The Parties also agree and acknowledge that this Agreement is entered into in consideration of the mutual promises and covenants contained herein.

3. Settlement.

The County shall pay a total sum of one hundred and sixty-five thousand dollars (\$165,000.00) as full and final payment to Plaintiff inclusive of all PIP and liens. Payment shall occur within 21 calendar days of the date in which this Agreement is fully executed by the Parties and Plaintiff's counsel provides defendant's counsel with a completed W-9 form. Payment will be in the form of a check, payable to: "The Law Office of Josh Lamborn P.C. (fbo: George El Youssef)".

4. Release.

Plaintiff hereby waives any legal rights and releases and forever discharges the County as defined above from any and all liability, demands, claims, suits, actions, charges, damages,

judgments, levies or executions, whether known or unknown, liquidated, fixed, contingent, direct or indirect, which have been or could have been raised against the County which relate in any way to Plaintiff's allegations or claims referenced in his complaint filed in Clackamas County Circuit Court Case No. 22CV01373, or for any act or thing done or omitted to be done up to the date of execution of this Agreement, except for their right to enforce the Agreement according to its terms. Plaintiff agrees to a full and final waiver and release of all such claims which Plaintiff has or may have against the County, specifically including but not limited to all claims for relief or remedy of any type under any state or federal laws.

5. Indemnity, Defense, and Hold Harmless.

Plaintiff agrees, to the extent, but not to exceed, sums paid to Plaintiff by the County, to indemnify, defend, and hold harmless the County, their insurers, employees, officers, directors, and agents for any and all claims and liabilities associated with any benefits paid to or on behalf of Plaintiff as a result of the incidents alleged in their complaint, including but not limited to any liens, unpaid bills for medical or other treatments, wage loss benefits, insurance benefits, insurance subrogation claims, recovery of costs, and claims for attorney fees, including any attorney fee liens.

6. No Admission of Liability.

Plaintiff acknowledges the Agreement and payment is a compromise and final settlement of a disputed claim. Nothing in the Agreement shall be construed to be or used as an admission of liability, fault, or wrongful, tortious, or unlawful activity by any party. No part of this agreement shall be admissible in any court or alternative dispute resolution proceeding for the purpose of proving liability, causation, or fault.

7. Covenant Not to Commence Lawsuit or Claim.

The Parties further covenant that they will not commence or bring any lawsuit or claim in the future against the other party as a result of any of the events prior to execution of this Agreement or any act or thing done or omitted to be done by the other party prior to the execution of this Agreement.

8. Integration.

The Parties agree that this Agreement states the entire agreement of the Parties and supersedes all prior and contemporaneous negotiations and agreements, oral or written. Each party expressly acknowledges that the other party did not, directly or indirectly, make any promises, representations, or warranties whatsoever, express or implied, other than those contained in this Agreement. The Parties further agree that this Agreement may be amended only by a subsequent writing signed by the Parties.

9. Severability and Governing Law.

The Parties agree that any provision of this Agreement that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The Parties further agree that this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable

provision had never been a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid, and enforceable shall be automatically added to this Agreement in lieu of the illegal, invalid, or unenforceable provision. The Parties also agree that Oregon law shall govern the validity and enforceability of this Agreement.

10. No Assignment, Subrogation, or Transfer.

The Parties represent and warrant that there has not been and there will be no assignment, subrogation, or other transfer of any interest in any of the released claims. The Parties agree to and hold the released Parties, and each of them, harmless from any liability, claims, demands, costs, expenses, and attorneys' fees incurred by the released parties, or any of them, as a result of any person asserting any such assignment or transfer or any rights to claims under any such assignment or transfer.

11. Attorney Fees and Costs.

Each party to this Agreement shall bear its own attorney fees and costs incurred before and through the date of this Agreement.

12. Execution of this Agreement.

This Agreement may be executed in one or more identical counterparts, including facsimile and scanned and electronically transmitted counterparts, each of which shall be deemed an original. All counterparts shall constitute one Agreement, binding on all the Parties, notwithstanding that all of the parties have not signed the same counterpart.

13. Review by Counsel.

The Parties have been given the opportunity to have this Agreement reviewed by counsel. BY SIGNING THIS AGREEMENT, PLAINTIFF ACKNOWLEDGES that he has carefully read and fully understand all provisions and effects of this Agreement and that the County advised him in writing, by this paragraph, to consult with his own personal attorney before signing this Agreement; that he has had sufficient opportunity to consult with attorney(s) before signing this Agreement; that he is voluntarily entering into this Agreement free of coercion and duress; and that neither the County nor any of their agents or attorneys, has made any representations or promises concerning the terms or effects of this Agreement other than those expressly set forth herein.

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IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release of Claims on the respective dates set forth below.

CLACKAMAS COUNTY



George El Youssef

Tootie Smith
Chair of the Clackamas County Board of
Commissioners

Date: September 14th, 2022

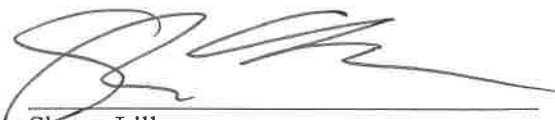
Date: _____, 2022

APPROVED AS TO FORM

APPROVED AS TO FORM



Josh Lamborn
Attorney for Plaintiff



Shawn Lillegren
Attorney for Clackamas County

Date: Sept 14, 2022

Date: Sept. 14, 2022