



OFFICE OF COUNTY COUNSEL

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

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Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

July 14, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Settlement Agreements with Andrea Huffman,
Addison Huffman, and Lennon Hinkson

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 plaintiffs' claims, the County's Risk Fund will pay \$190,000.
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 June 29, 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 Andrea Huffman, who sustained injuries as a driver of a vehicle that was rear-ended by a vehicle operated by an employee of the Department of Business and Community Services. Approval is also requested for settlement agreements with Andrea Huffman as guardian ad litem for her two children, Addison Huffman, and Lennon Hinkson, who were passengers and sustained injuries in the subject accident. The County admitted liability; litigation centered on the cause, nature, and extent of the alleged injuries. Plaintiffs sought \$1,424,500 in compensation for medical expenses and non-economic damages.

The parties engaged retired Oregon Supreme Court Justice Susan Leeson to mediate the matter. After diligent efforts by the mediator, 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 agreements for Andrea Huffman, Addison Huffman, and Lennon Hinkson.

Respectfully submitted,



Shawn Lillegren
Senior Assistant County Counsel

Attachments:

Settlement Agreement with Andrea Huffman

Settlement Agreement with Andrea Huffman as guardian ad litem for Addison Huffman

Settlement Agreement with Andrea Huffman as guardian ad litem for Lennon Hinkson

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into between Addison Huffman ("Plaintiff"), by and through her Guardian Ad Litem Andrea Huffman, 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. 21CV06480;

WHEREAS, the County does not agree with the allegations in Plaintiff's complaint;

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

1. Meaning of Terms.

- (a) As used in this Agreement, Addison Huffman shall mean Addison Huffman, her spouse, heirs, executors, administrators, agents, insurers, attorneys, assigns, and anyone claiming through her.
- (b) As used in this Agreement, "Plaintiff" shall mean Addison Huffman 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 Addison Huffman 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 seventeen thousand five hundred dollars (\$17,500.00) 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 Kafoury & McDougal Client Trust Account. Plaintiff's share of the settlement proceeds shall be placed in a minor restricted bank account, which will prohibit access until Addison Huffman is 18 years old. Plaintiff will fully comply with the requirements of ORS 126.725, including completion of the requisite affidavit, which shall be maintained by Plaintiff's counsel.

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 her complaint filed in Clackamas County Circuit Court Case No. 21CV06480, 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.

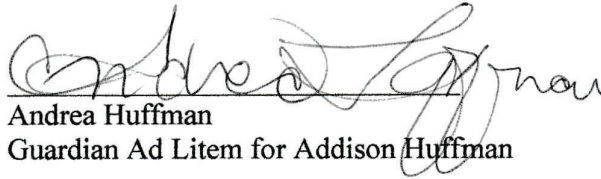
This Agreement may be executed in one or more identical counterparts, including facsimile and scanned and electronically transmitted counterparts, each of which shall be deemed an original. All counterparts shall constitute one Agreement, binding on all the Parties, notwithstanding that all of the parties 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 she has carefully read and fully understand all provisions and effects of this Agreement and that the County advised her in writing, by this paragraph, to consult with her own personal attorney before signing this Agreement; that she has had sufficient opportunity to consult with attorney(s) before signing this Agreement; that she 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.

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

CLACKAMAS COUNTY



Andrea Huffman
Guardian Ad Litem for Addison Huffman

Tootie Smith
Chair of the Clackamas County Board of Commissioners

Date: 6-24, 2022

Date: _____, 2022

APPROVED AS TO FORM

APPROVED AS TO FORM

Jason Kafoury
Attorney for Plaintiff

Shawn Lillegren
Attorney for Clackamas County

Date: _____, 2022

Date: _____, 2022

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

CLACKAMAS COUNTY

Andrea Huffman
Guardian Ad Litem for Addison Huffman

Tootie Smith
Chair of the Clackamas County Board of
Commissioners

Date: _____, 2022

Date: _____, 2022

APPROVED AS TO FORM

APPROVED AS TO FORM



Jason Kafoury
Attorney for Plaintiff

Shawn Lillegren
Attorney for Clackamas County

Date: 6/23, 2022

Date: _____, 2022

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into between Andrea Huffman ("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. 21CV06480;

WHEREAS, the County does not agree with the allegations in Plaintiff's complaint;

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

1. Meaning of Terms.

- (a) As used in this Agreement, Andrea Huffman shall mean Andrea Huffman, her spouse, heirs, executors, administrators, agents, insurers, attorneys, assigns, and anyone claiming through her.
- (b) As used in this Agreement, "Plaintiff" shall mean Andrea Huffman 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 Andrea Huffman 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 fifty thousand dollars (\$150,000.00) 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 Kafoury & McDougal Client Trust Account.

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. 21CV06480, 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 she has carefully read and fully understand all provisions and effects of this Agreement and that the County advised her in writing, by this paragraph, to consult with her own personal attorney before signing this Agreement; that she has had sufficient opportunity to consult with attorney(s) before signing this Agreement; that she 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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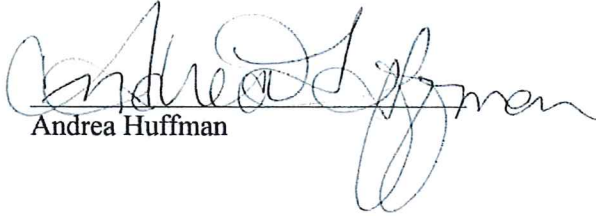
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IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release of Claims on the respective dates set forth below.

CLACKAMAS COUNTY


Andrea Huffman

Tootie Smith
Chair of the Clackamas County Board of
Commissioners

Date: 6-24, 2022

Date: _____, 2022

APPROVED AS TO FORM

APPROVED AS TO FORM

for  OSB#091231
Jason Kafoury
Attorney for Plaintiff

Shawn Lillegren
Attorney for Clackamas County

Date: June 27, 2022

Date: _____, 2022

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into between Lennon Hinkson ("Plaintiff"), by and through her Guardian Ad Litem Andrea Huffman, 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. 21CV06480;

WHEREAS, the County does not agree with the allegations in Plaintiff's complaint;

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

1. Meaning of Terms.

- (a) As used in this Agreement, Lennon Hinkson shall mean Lennon Hinkson, her spouse, heirs, executors, administrators, agents, insurers, attorneys, assigns, and anyone claiming through her.
- (b) As used in this Agreement, "Plaintiff" shall mean Lennon Hinkson 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 Lennon Hinkson 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 twenty-two thousand five hundred dollars (\$22,500.00) 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 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 Kafoury & McDougal Client Trust Account. Plaintiff's share of the settlement proceeds shall be placed in a minor restricted bank account, which will prohibit access until Lennon Hinkson is 18 years old. Plaintiff will fully comply with the requirements of ORS 126.725, including completion of the requisite affidavit, which shall be maintained by Plaintiff's counsel.

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 her complaint filed in Clackamas County Circuit Court Case No. 21CV06480, 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.

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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.

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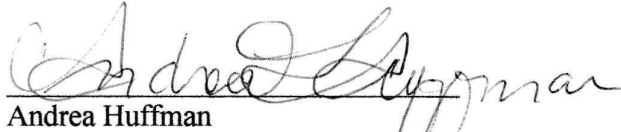
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The Parties have been given the opportunity to have this Agreement reviewed by counsel. BY SIGNING THIS AGREEMENT, PLAINTIFF ACKNOWLEDGES that she has carefully read and fully understand all provisions and effects of this Agreement and that the County advised her in writing, by this paragraph, to consult with her own personal attorney before signing this Agreement; that she has had sufficient opportunity to consult with attorney(s) before signing this Agreement; that she 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.

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

CLACKAMAS COUNTY



Andrea Huffman
Guardian Ad Litem for Lennon Hinkson

Tootie Smith
Chair of the Clackamas County Board of
Commissioners

Date: 6-24, 2022

Date: _____, 2022

APPROVED AS TO FORM

APPROVED AS TO FORM

Jason Kafoury
Attorney for Plaintiff

Shawn Lillegren
Attorney for Clackamas County

Date: _____, 2022

Date: _____, 2022

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CLACKAMAS COUNTY

Andrea Huffman
Guardian Ad Litem for Lennon Hinkson

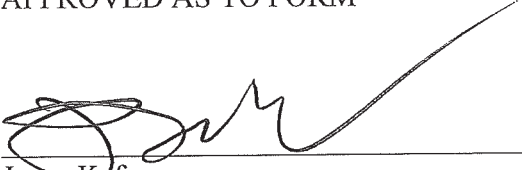
Tootie Smith
Chair of the Clackamas County Board of
Commissioners

Date: _____, 2022

Date: _____, 2022

APPROVED AS TO FORM

APPROVED AS TO FORM



Jason K. Foury
Attorney for Plaintiff

Shawn Lillegren
Attorney for Clackamas County

Date: June 23, 2022

Date: _____, 2022