

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement is entered into between Heriberta Contreras Granados and Susan Ragsdale (collectively “Plaintiffs”) and the City of Ontario, Oregon (“the City” or “Defendant”; collectively with Plaintiffs “the Parties”), as of the date of the last signature below.

Whereas, Plaintiffs sued Defendant in the U.S. District of Oregon, Case No. 2:21-cv-01734-HL (“the Lawsuit”), alleging claims under the Eighth and Fourteenth Amendments to the U.S. Constitution and 42 U.S.C. § 1983; Article I, § 16 of the Oregon Constitution, Uniform Declaratory Judgments Act, and ORS 28.020;

Whereas, Plaintiffs alleged that the City’s approach to abating purported property nuisances was unconstitutional and caused Plaintiffs harm;

Whereas, Defendant denies Plaintiffs’ allegations;

Whereas, on April 12, 2022, pursuant to Resolution No. 2022-11, the City waived all unpaid penalties, fines, assessments, and liens (including, without limitation, accrued interest) imposed by City arising out of or related to violations of its property nuisance regulations between January 1, 2018 and April 12, 2022;

Whereas, the Parties wish to resolve their dispute without resort to further litigation;

In consideration of the Parties entering into this Agreement and their performances of the covenants, promises, and conditions set forth below, the Parties agree as follows:

1. Payment. Defendant will pay Plaintiffs \$55,000 in damages, attorney fees and costs within thirty days of the effective date of this Agreement by delivery of payment to Plaintiffs’ counsel. Payment will be made via electronic funds transfer to an account identified as “Oregon Law Center Client Trust Account.” The distribution of the payment is as follows:
 - a. \$700 in damages to Plaintiff Ragsdale;
 - b. \$39,300 in damages to Plaintiff Contreras Granados; and
 - c. \$15,000 in attorney fees and costs.
2. Confirmation of absence of lien. Defendant hereby warrants and promises that, as of the effective date of this Agreement, there are no liens on the properties located in Ontario, Oregon belonging to either Plaintiff.
3. Release. Plaintiff Contreras Granados and Defendant agree that upon payment of the amount described above, they will release each other from any and all causes of action, lawsuits, legal or equitable, judicial or administrative, claims, counterclaims, demands, liabilities, defenses, matters in avoidance, losses, damages, attorney fees, costs or charges, whether known or unknown, or matured or unmatured, of whatever kind or nature, arising out of or related to any of the facts alleged in or related to the Lawsuit, the debt that gave rise to the Lawsuit or any fact, act, omission, transaction, practice, conduct, event, or other matter alleged against each other prior to the effective date of this Agreement.

Plaintiff Ragsdale and Defendant agree that upon payment of the amount described above, they will release each other from any and all causes of action, lawsuits, legal or equitable,

judicial or administrative, claims, counterclaims, demands, liabilities, defenses, matters in avoidance, losses, damages, attorney fees, costs or charges, whether known or unknown, or matured or unmatured, of whatever kind or nature, arising out of or related to any of the facts alleged in or related to the Lawsuit, prior to the effective date of this Agreement.

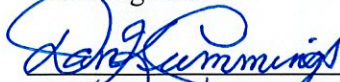
4. Dismissal. Upon full execution of this Agreement and within fourteen days of receipt of the payment described above, the Parties will execute and Plaintiffs will file a stipulated dismissal pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), with prejudice and without fees or costs to any party, in the Lawsuit.
5. Jurisdiction and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The Parties agree that the exclusive venue for all actions that in any way relate to this Agreement shall be a court of competent jurisdiction in the State of Oregon.
6. Effective Date: The effective date of this Agreement will be when the City has provided an executed version of this Agreement to Plaintiffs' counsel, Plaintiffs' counsel has provided completed W-9 forms for the Oregon Law Center and both individual plaintiffs and the account numbers to effectuate the transfer of funds to Defendants' counsel.
7. Binding Effect: The covenants, agreements, conditions, and terms contained in this Agreement shall be binding upon, and inure to the benefit of, the representatives, agents, successors and assigns of the Parties.
8. Entire Agreement: This Agreement represents the final written expression and the complete and exclusive statement of all the promises, representations, and covenants made between the Parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations, and discussions between the Parties with respect to the subject matter of this Agreement.
9. No Modification Without Consent: This Agreement may not be modified or amended except by the written agreement of the Parties. No modification or amendment or attempted waiver of any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of all Parties. This Agreement may not be modified or amended orally.
10. Assumption of Risk: Each party to this Agreement is expressly assuming any and all risks of entering into this Agreement. Each party acknowledges that the risks being assumed include, without limitation, the risk of any mistake of fact or law relating to matters settled in this Agreement, and all tax risks and consequences of this Agreement.
11. Informed Consent: The Parties acknowledge and agree that they were represented by counsel of their own choosing during the drafting and execution of this Agreement, with Spanish-English translation where necessary. The Parties understand the terms contained in this Agreement and are fully satisfied with its terms. The Parties expressly represent and warrant that this Agreement is executed voluntarily and with full knowledge of its significance.
12. No Favorable Interpretation to Non-Drafting Party: The Parties acknowledge and agree that the terms of this Agreement shall not be deemed prepared or drafted by one party or another

and should be construed accordingly. Any rule that would otherwise require ambiguities in this Agreement to be interpreted against the drafter(s) is expressly waived.

13. Severability: In the event any provision of this Agreement or any application of this Agreement shall be found invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired or affected, and shall be interpreted and enforced in a manner to not reduce the rights or increase the obligations of the Parties. The unenforceable provision shall be substituted with a valid provision that meets the Parties' intent as close as possible.

14. Counterparts: This Agreement may be executed by the Parties in separate but identical counterparts (including scanned or e-mailed counterparts), each of which shall be deemed to have been received upon receipt.

It is so agreed.

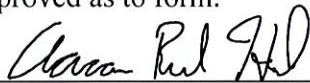


CITY OF ONTARIO, OREGON
Defendant
By: DAN K. CUMMINGS
Title: CITY MANAGER PROTEM
Date: 6-16-22

HERIBERTA CONTRERAS GRANADOS
Plaintiff
Date: _____

SUSAN RAGSDALE
Plaintiff
Date: _____

Approved as to form.



Aaron Hisel
Attorney for Defendant
Date: 6/9/2022

Emily Teplin Fox, Oregon Law Center
Of attorneys for Plaintiffs
Date: _____

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CITY OF ONTARIO, OREGON
Defendant
By: _____
Title: _____
Date: _____

Heriberta Contreras
HERIBERTA CONTRERAS GRANADOS
Plaintiff
Date: 6-15-2022

Susan Ragsdale
SUSAN RAGSDALE
Plaintiff
Date: 6-16-2022

Approved as to form.

Aaron Hisel
Attorney for Defendant
Date: _____

et fox

Emily Teplin Fox, Oregon Law Center
Of attorneys for Plaintiffs
Date: 6/22/22