

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE (“Agreement”)

I

FOR THE SOLE CONSIDERATION of a sum of six thousand eight hundred ninety-three U.S. dollars (\$6,893.00), the undersigned, Michael Kessler (“Kessler”), and the City of Portland mutually agree to hereby release and forever discharge all claims, known or unknown, arising out of Kessler's records requests for text messages filed from July 21, 2020, through November 22, 2022. This agreement includes the release and discharge of the City of Portland, along with its electeds, agents, officers, employees, officials, and all other persons, firms, corporations, or other entities liable or who might be claimed to be liable (collectively, “City of Portland”), from any and all claims for costs and attorney fees (except as provided in this Agreement) in the trial court and any and all claims arising from or related to the lawsuit filed in *Michael Kessler v. Ted Wheeler, Mayor of the City of Portland, and City of Portland, a municipal corporation*, Multnomah County Circuit Court Case No. 22CV41219 (“the Lawsuit”). This settlement signifies that both parties, including all electeds, agents, officers, and employees of the City of Portland, mutually consent to the terms of the settlement.

II

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement releases the City of Portland from any and all claims arising out of the Lawsuit, excluding claims for attorney fees under ORS 192.431(3), which the parties agree will be submitted to the court without opposition from the defendants for an amount not to exceed \$160,000.00. It also releases the City of Portland from all causes of action and claims against the settlement amount described in Paragraph I herein and any other proceeds of this case, including but not limited to medical liens, hospital liens, Social Security Administration liens, Medicare liens, attorney-fees liens under ORS 87.430 through 87.490, workers’ compensation liens, liens of the State of Oregon Department of Human Services, and all other liens of any kind against the above-described proceeds at the time of execution hereof.

III

IT IS FURTHER UNDERSTOOD AND AGREED that, promptly upon City Council approval of the total settlement payment, including reasonable attorney’s fees, in an amount not to exceed \$166,893.00, the parties will file in *Michael Kessler v. Ted Wheeler, Mayor of the City of Portland, and City of Portland, a municipal corporation*, Multnomah County Circuit Court Case No. 22CV41219, a general judgment, declaring the rights of the parties and informing that court that the parties have reached a settlement.

IV

IT IS FURTHER UNDERSTOOD AND AGREED that any dispute about this Agreement shall be determined by Oregon law and litigated in a court of appropriate jurisdiction in Multnomah County, Oregon.

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V

THE UNDERSIGNED HEREBY DECLARE that they have read this Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the Lawsuit, in whatever legal form or theory might be asserted.

VI

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Agreement is intended to, and does, cover not only all known claims for costs and fees related to the Lawsuit, but any further related costs and fees not now known or anticipated, which may later develop or be discovered, including all effects and consequences thereof.

VII

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

VIII

THIS AGREEMENT may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

IX

THIS AGREEMENT shall be effective on the date it is signed by all parties to the Agreement.

Approved as to form:

Robert Taylor
City of Portland
Dated: _____, 2024

Michael Porter
Attorney for City of Portland
Dated: _____, 2024

Michael Kessler
Plaintiff
Dated: _____, 2024

Alan Kessler
Attorney for Michael Kessler
Dated: _____, 2024