

Resolution No. 334

WHEREAS, Ann Friday, a member of the Bureau of Police, on or about May 9, 1994 applied for service-connected disability benefits (including medical benefits) from the Fire and Police Disability and Retirement Fund (Fund); and

WHEREAS, there is a bona fide dispute as to whether Ms. Friday's alleged work related stress diagnosed as Major Depression, Generalized Anxiety and Panic Disorder, and Post Traumatic Stress Disorder or any other psychological condition arose out of and in the course of her employment as a Portland Police Officer; and

WHEREAS, the Fund and Ms. Friday desire to settle any and all disputes and resolve all conflicts which exist or may exist between them concerning or related to Ms. Friday's claim that her alleged condition arose out of in the course of her employment as a Portland Police Officer by way of compromise and settlement; and

WHEREAS, a reasonable disposition of this matter under such circumstances can be accomplished pursuant to the terms and conditions of the Agreement and Stipulated Settlement and Release, which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, an appropriate form of Order dismissing the aforementioned application for service-connected disability benefits filed by Ann Friday is attached hereto as Exhibit "B" and should be adopted.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of the Fire and Police Disability and Retirement Fund that the Fund Administrator be and hereby is authorized and directed to execute the Agreement attached hereto as Exhibit "A" on behalf of the Board of Trustees.

BE IT FURTHER RESOLVED that the Stipulation and Order of Dismissal attached hereto as Exhibit "B" and dismissing the above described application for service-connected disability benefits be and the same hereby is adopted as the Order of the Board of Trustees of the Fire and Police Disability and Retirement Fund.

ADOPTED by the Board of Trustees on this 12th day of June, 2000.

Babette Heeffle

Babette Heeffle
Fund Administrator

AGREEMENT AND STIPULATED SETTLEMENT

AND RELEASE

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RECITALS

THE FIRE AND POLICE DISABILITY, RETIREMENT AND DEATH BENEFIT PLAN (hereinafter referred to as the "Plan") which is codified as Chapter 5 of the Charter of the City of Portland, Oregon, and the FIRE AND POLICE DISABILITY AND RETIREMENT FUND (hereinafter referred to as the "Fund") were created for the purpose of providing disability, retirement, and death benefits for the members of the Bureau of Fire, Rescue and Emergency Services and Bureau of Police of the City of Portland, Oregon; and

The Plan delegates the authority and responsibility for supervising and administering the Plan and the Fund to a Board of Trustees (hereinafter referred to as the "Board"); and

Ann Friday (hereinafter referred to as "Friday"), a member of the Bureau of Police, on or about May 9, 1994 and February 24, 1995 (refiled claim) applied for service-connected disability benefits (including medical benefits) from the Fund contending that she was suffering from work related stress diagnosed as Major Depression, Generalized Anxiety and Panic Disorder, and Post Traumatic Stress Disorder and alleging that such conditions were attributable to work-related events and circumstances; and

Because there is a bona fide dispute as to whether the aforementioned alleged conditions arose out of and in the course of her employment as a Portland police officer; therefore

The Fund and Friday desire to settle any and all disputes and resolve all conflicts which exist or may exist between them concerning or related to Friday's claim that the foregoing alleged work related stress diagnosed as Major Depression, Generalized Anxiety and Panic Disorder, and Post Traumatic Stress Disorder or any other psychological condition arose out of and in the course of her employment as a Portland Police Officer by way of compromise and settlement;

NOW, THEREFORE, it is agreed as follows:

AGREEMENT AND STIPULATED SETTLEMENT AND RELEASE

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EXHIBIT "A"

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AGREEMENT

1. The Fund shall pay to Friday the sum of \$6,614.92. This sum of money shall be paid to Friday in the form of a check or warrant payable to Friday.
2. Friday agrees that the sum of the money described in paragraph 1 above is in lieu of any and all service-connected disability benefits and medical benefits which are or could be claimed by her against the Fund, Plan or Board in connection with the conditions of work related stress diagnosed as Major Depression, Generalized Anxiety and Panic Disorder, and Post Traumatic Stress Disorder or any other psychological condition allegedly suffered by Friday during the period September 1993 to the date this agreement is signed.
3. Friday further agrees that the payment of money to her under the provisions of this Agreement does not in any way or fashion constitute an admission by the City of Portland, Board, the Plan or the Fund that her claim is compensable as a service-connected disability or that her alleged disability was in any way attributable to her employment as a Portland police officer, and that the Board, the Plan and the Fund expressly deny that the work related stress diagnosed as Major Depression, Generalized Anxiety and Panic Disorder, and Post Traumatic Stress Disorder and any other psychological condition allegedly suffered by Friday arose out of and in the course of her employment as a Portland police officer.
4. In consideration of the Fund's promise to pay her the sum of money referred to in paragraph 1 hereof, Friday, for herself and for her heirs, successors and assigns, agrees to and does hereby irrevocably release and forever discharge the Board, the Plan and the Fund (including each of their commissioners, trustees, employees, agents and representatives, individually and collectively) from any and all claims that the work related stress diagnosed as Major Depression, Generalized Anxiety and Panic Disorder, and Post Traumatic Stress Disorder and any other psychological condition allegedly suffered by Friday during the period from September 1993 to the

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date this agreement is signed is a service-connected disability or is in any way attributable to her employment as a Portland police officer.

5. In consideration of the Fund's promise to pay her the sum of money referred to in paragraph 1 hereof, Friday hereby withdraws all pending requests for a hearing relative to her application for service-connected disability benefits and agrees that her claim for service-connected disability benefits (including medical benefits) shall be dismissed by the Board with prejudice. Friday further agrees that the amount of money referred to in paragraph 1 hereof shall be accepted in full and final settlement of all issues raised or raiseable against the Fund, Plan or Board with respect to her application for service-connected disability benefits (including medical benefits) and extinguishes any right to future recourse with respect to such claim against the Fund, Plan or Board.
6. Friday further agrees that the sum of money described in paragraph 1 hereof shall be in full, final and complete settlement of all claims and rights which she has or which may arise in the future against the Board, the Plan or the Fund for any service-connected disability benefits, including wages lost or medical expenses (including hospital expenses) incurred because of a medical or psychological condition attributable to stressors from events and conditions occurring on or about September 1993 to the date this agreement is signed.
7. Friday understands and expressly agrees that if she ever asserts any claim, action or suit against the Fund, the Plan, the Board, or their respective commissioners, trustees, employees, agents or representatives, arising out of or concerning the subject matter of this Agreement, the Fund, the Plan, the Board, and their respective commissioners, trustees, employees, agents and representatives may plead this Agreement as an absolute defense to any such disability claim, action or suit for work related psychological conditions. Furthermore, in the event any claim, action or suit is asserted, this Agreement shall be construed so as to allow the Fund, the Plan, the Board, and their respective commissioners, trustees, employees, agents, and representatives to use in their defense any and all matters, evidence, testimony,

AGREEMENT AND STIPULATED SETTLEMENT AND RELEASE

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documentation, and records that exist or existed prior to the execution of this settlement.

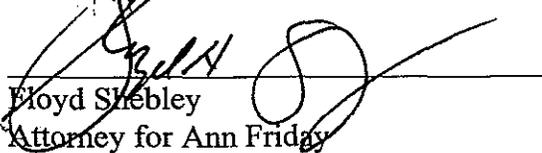
- 8. Friday further stipulates and certifies that she has read this document in its entirety and fully understands the meaning and effect, both present and future, of this document and that her questions have been fully and completely answered by her attorney, Floyd Shebley, that no further questions remain, that she is satisfied with the advice and counsel given to her by her attorney, that she has had sufficient time and counsel with her attorney to intelligently, knowingly, and voluntarily enter into this Agreement and does in fact intelligently, knowingly, and voluntarily agree to the terms contained herein.
- 9. The parties acknowledge and agree that this settlement is not intended to, and shall not be construed to, affect any of the rights or obligations of Officer Ann Friday or the City of Portland/Portland Police Bureau in the litigation currently pending in the United States District Court for the District of Oregon entitled *Ann Friday, plaintiff, v. Charles Moose, et al., defendants* (Civil No. 00-278 JE), or any claims or causes of action that may hereafter be added to that litigation.
- 10. THE TERMS SET FORTH HEREIN IN THE 9 PARAGRAPHS IMMEDIATELY PRECEDING THIS PARAGRAPH ARE CONTRACTUAL AND NOT A MERE RECITAL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.


 Ann Friday

Date 052301

APPROVED:


 Floyd Shebley
 Attorney for Ann Friday

Date MAY 24, 2001

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BOARD OF TRUSTEES OF THE FIRE AND
POLICE DISABILITY AND RETIREMENT FUND

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By _____

Date _____

Babette Heefle
Fund Administrator

APPROVED AS TO FORM:

Susan Dobrof
Legal Adviser for the Board of Trustees,
Fire and Police Disability and Retirement Fund

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BEFORE THE BOARD OF TRUSTEES
FIRE AND POLICE DISABILITY AND RETIREMENT FUND
CITY OF PORTLAND, OREGON

In the Matter of the Application
for Service-Connected
Disability Benefits of

ANN FRIDAY,
Claimant.

STIPULATION AND ORDER
OF DISMISSAL

D/I: September 1993

This matter came before the above-entitled Board of Trustees pursuant to the claim of Ann Friday filed on May 9, 1994 and refiled on February 24, 1995 requesting service-connected disability benefits (including medical benefits) contending that she was allegedly suffering from work related stress diagnosed as Major Depression, Generalized Anxiety and Panic Disorder, and Post Traumatic Stress Disorder or any other psychological condition during the period from September 1993 to the date the settlement agreement is signed. The matter having now been compromised and settled,

IT IS HEREBY STIPULATED by Claimant and her attorney, Floyd Shebley, that the claim for service-connected disability benefits referred to hereinabove be dismissed with prejudice to the Claimant.

DATED this _____ day of _____, 2001.

Ann Friday

Floyd Shebley
Attorney for Claimant

BASED ON THE FOREGOING STIPULATION, it is hereby

