

SETTLEMENT AGREEMENT (“Agreement”)
KESSLER V. CITY OF PORTLAND
(Multnomah County Circuit Court Case No. 21CV10638)

I.

FOR THE SOLE CONSIDERATION of the sum of Twenty Thousand U.S. dollars (\$20,000.00), the undersigned Alan Lloyd Kessler hereby releases and forever discharges the City of Portland, together with its 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 in the trial court, and any and all claims arising from or related to the lawsuit filed in *Kessler v. City of Portland*, Multnomah County Circuit Court Case No. 21-CV-10638 (“Lawsuit”).

II.

IT IS FURTHER UNDERSTOOD AND AGREED that the City of Portland admits that it did not fully timely comply with the District Attorney’s Order 21-09 because while a copy of the record was produced within the ordered timeframe, that copy of the record had a PRNR number redacted.

III.

IT IS FURTHER UNDERSTOOD AND AGREED that the Portland Police Bureau will reduce its \$30.00 Prepayment Fee for its “Records” and “Other” categories of records by at least \$5.00. The Portland Police Bureau will implement this change by July 1, 2022.

IV.

IT IS FURTHER UNDERSTOOD AND AGREED The total settlement payment of \$20,000.00 shall be tendered no later than July 1, 2022; if the total payment is not tendered by that date, interest shall accrue beginning July 2, 2022, at the legal rate set forth in ORS 82.020. If the City of Portland does not tender payment by July 31, 2022, then this Agreement shall be void and resolution will proceed through the courts.

V.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties will file a joint stipulated judgment in the trial court in *Kessler v. City of Portland*, Multnomah County Circuit Court Case No. 21-CV-10638, dismissing that case with prejudice without an award of costs or fees to either party.

VI.

IT IS FURTHER UNDERSTOOD AND AGREED that the City of Portland shall prepare the first draft of the joint stipulated judgment identified in Paragraph V and shall file the joint stipulated judgment on behalf of the parties and pay any associated filing fees.

VII.

IT IS FURTHER UNDERSTOOD AND AGREED that, to the extent the parties are unable to agree on specific language of the joint stipulated judgment identified in Paragraph V, Lissa Kauffman shall serve as the arbiter.

VIII.

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

IX.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement releases the City of Portland from any and all claims arising out of the Lawsuit and DA Appeal, including but not limited to claims for attorney fees, and releases the City of Portland from all causes of action and claims against the settlement amounts described in Paragraph I.

X.

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, including but not limited to claims for costs and attorney fees.

XI.

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.

XII.

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

XIII.

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

XIV.

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

Agreement.

Alan Lloyd Kessler
Plaintiff

Dated: _____, 2022

Approved as to form:

Deputy Chief Michael Frome
Portland Police Bureau

Dated: _____, 2022

Karen L. Moynahan
Attorney for City of Portland

Dated: _____, 2022