

RELEASE AND SETTLEMENT AGREEMENT

1. Parties.

The parties to this release are: Brock Bryant ("plaintiff") and Columbia River Fire and Rescue ("CRFR"), Mike Greisen, David Coombs, and Josh Marks (collectively, "defendants").

2. Background and Purpose.

Plaintiff and defendants are parties to an action in the United States District Court for the District of Oregon (the "Litigation"), captioned as follows:

BROCK BRYANT,

Plaintiff,

v.

COLUMBIA RIVER FIRE & RESCUE, a
municipal corporation; MIKE GREISEN,
individually and in his official capacity;
DAVID COOMBS, individually and in his
official capacity; and JOSH MARKS,
individually and in his official capacity,

Defendants.

Case No.: 3:18-cv-00217-SI

3. Release

3.1 Release. In exchange for the consideration recited herein, and pursuant to the terms of this Release, plaintiff does hereby release, acquit, and forever discharge defendants, and their predecessors, successors, assigns, employees, associates, contract and of counsel attorneys, and all other persons, firms, corporations, or other associated entities, of and from any and all claims,

liens, demands, actions, causes of action, suits or causes of suit of every nature whatsoever, that were or could have been asserted in the Litigation, including all claims relating in any way to plaintiff's employment with CRFR.

3.2 Release Valid Regardless of Future Discovery of New or Different Facts. Plaintiff acknowledges that he is aware that he or his attorneys may discover facts different from or in addition to the facts they now know or believe to be true with respect to the Litigation or the matters released herein. This Release shall operate as a full and complete general release, notwithstanding the discovery of any different or additional facts.

3.3 Nonassignment of Claims. Plaintiff represents and warrants to defendants that he has not assigned or transferred, voluntarily or involuntarily, to any person or entity all or any part of any right, claim, debt, liability, obligation, or counteraction that is released by this Release.

4. Consideration for Settlement.

4.1 Payment to Plaintiff. Within 14 days of the execution of this Release, defendants will pay to plaintiff and his attorneys the total sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). The payment will be made in three separate stages: plaintiff will receive \$15,000 as gross wages from CRFR, subject to tax withholding and reporting on a W-2 form; plaintiff will receive a check in the amount of \$77,593.92 from the insurance carrier for CRFR; and plaintiff's counsel, Scott Hunt, will receive a check in the amount of \$57,406.08 made out to Busse & Hunt.

4.2 Plaintiff Assumes Any Tax Liability For Payment. It is acknowledged and intended by the Parties that the Payment in 4.1 is in

settlement of Plaintiff's claim. Other than the employer's payroll tax on the wage portion of the payment referenced in section 4.1 above, plaintiff assumes any tax liability for the payment.

4.3 Dismissal of Claims With Prejudice. Plaintiff agrees to dismiss the Litigation with prejudice and without costs or fees to any party. Plaintiff acknowledges that he is not, in any respect, by virtue of this Release or by virtue of the Litigation, a prevailing party for the purposes of any statute providing that a prevailing party is entitled to attorney's fees and that he will not assert to the contrary.

5. Release Made With Advice of Counsel.

The Parties acknowledge and agree that they have been represented and advised by independent counsel of their own choice throughout all negotiations that preceded the execution of this Release, and with respect to the execution of this Release.

6. No Other Representations.

The Parties acknowledge that no other party, nor agent, nor attorney of any other party, has made any promise, representation or warranty, express or implied, not contained in this Release concerning the subject matter of this Release to induce this Release, and the Parties acknowledge that they have not executed this Release in reliance upon any such promise, representation or warranty not contained in this Release.

7. Applicable Law.

This Release shall be construed in accordance with and governed by the laws of the State of Oregon. Any disputes arising in connection with the

execution and operation of this Release shall be governed and determined by the applicable laws of the State of Oregon.


8. **No Admission of Liability.**

It is expressly agreed and acknowledged by plaintiff that this Release is made in compromise of all claims herein identified, past and present, and that these are disputed claims, that settlement is being made by defendants solely to avoid the future cost of defending any and all civil actions, and that this Release is not and the Payment does not constitute an admission of liability by defendants, by whom liability is expressly denied.

9. **Severability.**

The provisions of this Release are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Release shall survive the termination of any arrangements contained herein.

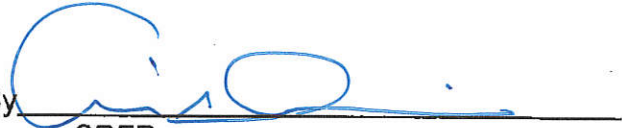
CAUTION: THIS IS A RELEASE. READ IT BEFORE SIGNING!

By 
Brock Bryant
6-17-2009

APPROVED AS TO FORM:



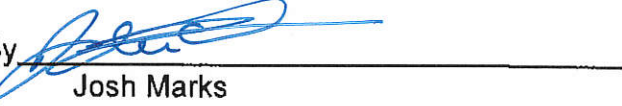
Scott Hunt
Attorney for Plaintiff

By 


CRFR

By 

Mike Greisen


By 

Josh Marks

By 

David Coombs

APPROVED AS TO FORM:



Brett Mersereau
Attorney for Defendants

