

**SETTLEMENT AGREEMENT, GENERAL RELEASE,
AND COVENANT NOT TO SUE**

The parties ("Parties") to this Settlement Agreement and Release ("Agreement") are Riley Duncan ("Plaintiff") and Eugene School District 4J ("District").

I.

RECITALS

A. Plaintiff filed a Complaint in the United States District Court for the District of Oregon on January 15, 2019, and a First Amended Complaint on April 9, 2019, in Case No. 6:18-cv-00065-MK (collectively referred to herein as the "Complaint"), that included claims under the Individuals with Disabilities Education Act ("IDEA"), the Americans with Disabilities Act ("ADA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Oregon State Discrimination Laws against the District.

B. The Parties have agreed to a mutually acceptable compromise to resolve the Complaint as to the District, which is memorialized by this Agreement.

C. The Parties represent that they have discussed all aspects of the Complaint, their claims, and this Agreement with their respective attorneys, and have been fully advised by them as to their respective rights, understand that they are waiving significant legal rights by signing this Agreement, and enter this Agreement voluntarily with a full understanding of, and agreement with, all its terms.

D. The Parties acknowledge that the payment and acceptance of the Settlement Sum (as defined and set out below) provided herein, together with execution of this Agreement, are the result of compromise and negotiations between the parties, that this Agreement is entered into in good faith and that this Agreement shall never be considered at any time or for any purpose as an admission of liability by the Parties, or that the Parties acted wrongfully with respect to each other.

E. The Parties desire to settle fully and finally all outstanding differences between them, including, but in no way limited to, those differences embodied in, or regarding, the Complaint.

II.

AGREEMENT

1. Non-Admission of Liability

This Agreement shall not in any way be construed as an admission by the District that it acted wrongfully with respect to Plaintiff or any other person.

\\ \\ \\

2. No Other Claims

Plaintiff represents and warrants that he has not filed or initiated any complaints, charges, lawsuits, or proceedings of any kind against the District with any governmental agency or any court. Plaintiff agrees he will not file any other complaints, charges, lawsuits, appeals or proceedings of any kind against the District or the Releases (as defined in paragraph 7 below) with any governmental agency or court at any time hereafter based on any matter released by or arising prior to the execution of this Agreement.

3. Economic Consideration

In exchange for the promises and representations by Plaintiff in this Agreement, including but not limited to the agreement to forgo filing a complaint as described in paragraph 2 and the releases described in paragraph 7 below, the District shall provide the Plaintiff with a check in the amount of one hundred twenty five thousand dollars (\$125,000) (the "Settlement Sum").

Plaintiff acknowledges and agrees that the District and its agents/attorneys have made no representations regarding the tax consequences that are or may be related to the payment of the Settlement Sum.

4. Non-Economic Consideration

To resolve the Complaint, the District agrees to the following: By the conclusion of the 2021-22 school year, the District will include a discussion of invisible disabilities in the anti-bullying discussion that takes place in high school advisory classes. The District will also ensure said discussion takes place during the 2022-23 school year.

5. Severability

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

6. Capacity to Enter Agreement

The Parties represent that they have carefully read and fully understand the scope and effect of all of the provisions of this Agreement; that they have had all such time that they desire to consider the Agreement; that they are voluntarily entering into this Agreement; and that they have the capacity and authority to enter into this Agreement.

7. Release of All Claims

As a material inducement for the District to enter into this Agreement, the Plaintiff does hereby, for himself, and his heirs, successors, assigns, and relatives by blood or marriage, in their capacity as individuals and as members of any current or future class, forever release the District and all persons acting by or through District (collectively, the "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including Settlement Agreement (Duncan/Eugene School District 4J)

attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, any claims set forth in the Complaint, which the Plaintiff now has or claims to have, or which the Plaintiff at any time hereinafter may have or claim to have against each or any of the Releasees, if the basis of the claim arose prior to the execution of this Agreement.

8. Indemnification for Subrogation and Lien Claims

The Plaintiff acknowledges that all subrogation and lien claims arising out of contract or under state or federal law, including, but not limited to, any subrogation or lien claims of Riley Duncan's healthcare providers, insurance carriers, the Department of Labor, the Department of Social and Health Services, and any federal agency or program such as Medicare, Medicaid, Veterans Administration or Federal Workman's Compensation Program, are the sole and separate obligation of the Plaintiff and the Plaintiff agrees to pay or otherwise resolve. The Plaintiff further hereby covenants to solely pay all costs and attorneys' fees incurred in the defense of any such claims, and that the District retains the right to monitor the defense of any such claim or action.

9. Eligibility for Medicare and Medicaid

Plaintiff represents and warrants that: (1) Riley Duncan is not currently entitled to Medicare; and (2) none of the treatment he received for the injury or injuries claimed in the Complaint or released in this Agreement were submitted to or paid for by Medicare. To comply with the District's reporting obligations, Plaintiff agrees to provide under separate cover her social security number, date of birth, and current address.

10. No Representations

The Plaintiff represents and acknowledges that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any of the Releasees or by any of the Releasees' agents, representatives, or attorneys about the subject matter, basis or effect of this Agreement.

11. Governing Law

This Agreement^{W RUS} is made and entered into in the State of Oregon, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of Oregon.

12. Sole and Entire Agreement

This Agreement sets forth the entire agreement between the Parties, and fully supersedes all prior agreements or understandings between the Parties pertaining to the subject matter of this Agreement. This Agreement may not be modified, waived, rescinded or amended in any manner, except by a writing executed by the Parties which clearly and specifically modifies, waives, rescinds or amends this Agreement.

///

///

Settlement Agreement (Duncan/Eugene School District 4J)

Page 3 of 4

13. Binding Effect

This Agreement shall be binding upon the Parties, and their respective heirs, administrators, representatives, conservators, executors, successors and assigns, and shall inure to the benefit of Plaintiff, the District, and/or the other Releasees.

14. No Assignment of Claims

Plaintiff represents and warrants that he has not heretofore assigned or otherwise transferred or subrogated, or purported to assign, transfer or subrogate, to any person or entity, any claim or portion thereof, or interest therein, that she may have against the Releasees.

15. Counterparts

This Agreement may be executed in one or more counterparts, any one of which shall be deemed to be the original even if the others are not produced.

16. Joint Participation in Preparation of Agreement

Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

17. Section Headings

Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

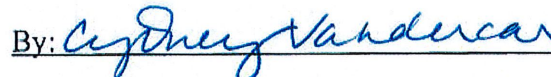
We, the undersigned, hereby execute the Settlement Agreement, General Release and Covenant Not to Further Sue as our free and voluntary act and deed.



Riley Duncan

DATED: 9/21/2021

Eugene School District 4J

By: 

DATED: 09/21/2021