

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This action is currently pending in the United States District Court for the District of Oregon Portland Division, Case No. 3:21-cv-00311-HZ ("Action") seeking damages for personal injury, emotional distress, and interference with daily life activities. The parties to this Action are A. B. ("Plaintiff"), represented by Michael Fuller and Kim Sordyl; Oregon Health and Science University and its officers, employees, and agents (hereinafter "OHSU"), represented by Karen O'Kasey, and Jason Campbell, M.D., represented by Courtney Angeli (OHSU and Jason Campbell, M.D. are, collectively "Defendants"). Plaintiff and Defendants are, collectively "the Parties." The Parties have agreed to settle this Action for the consideration set forth in this Settlement Agreement and Release of Claims ("Agreement").

By entering into this Agreement, Defendants do not admit, and each specifically denies on its own behalf, any violation of any local, state, or federal law, or any agreement. The Parties recognize that this Agreement has been entered into in release and compromise of disputed claims and in part to avoid the expense and burden of any claims, hearings or litigation. Nothing contained in this Agreement shall be construed to be an admission of liability or a concession of any kind.

In consideration of the mutual promises and covenants herein, the Parties agree as follows:

Settlement Payment: As consideration for Plaintiff's Release of Claims, and on behalf of the Released Parties described below, OHSU shall pay Plaintiff the sum of \$500,000.00 (Five Hundred Thousand Dollars and No Cents) and Campbell shall pay Plaintiff the sum of \$85,000.00 (Eighty-Five Thousand Dollars and No Cents), such payment to be made by Allstate Indemnity Company ("Settlement Payment"). The checks shall be payable to plaintiff's law firm, OlsenDaines, and an IRS Form 1099 will be issued for the 2021 calendar year to OlsenDaines. As a condition precedent to payment, Plaintiff shall provide defendants with a W-9 from OlsenDaines and file a stipulated judgment of dismissal with prejudice. The Settlement Payment shall be made within twenty (20) business days of the Effective Date of this Agreement.

Effective Date: This Agreement shall become effective ("Effective Date") upon Plaintiff and her attorney signing and delivering it to, along with the W-9 referenced above, Karen O'Kasey, Hart Wagner, 1000 SW Broadway, Suite 2000, Portland, Oregon, 97205.

Release of Claims: In consideration for the above settlement payment and release of claims, the parties agree to release, acquit, and forever discharge any and all claims between them, including demands, or causes of action of any kind, whether known or unknown, under any legal, equitable, or other theory, that were or could have been raised in this Action or in connection with the Action. The Released Parties is hereby defined to include plaintiff, individually and on behalf of any heirs, executors, administrators, successors, agents, attorneys, and assigns, and the Defendants and all those in interest with them, in their representative and individual capacities, and all of their departments, administrators, officers, current and former employees, agents, attorneys, and insurers. (collectively, "Released Parties")

The release, acquittal, and discharge described above ("Release") includes any claims against the Released Parties arising from the negotiation or execution of this Agreement. This Release also includes any damages (including past and future medical and mental health expenses, lost wages, impairment of earnings, emotional distress, pain and suffering, punitive damages, and any other compensatory, economic, noneconomic, nominal, or other forms of damage) and equitable relief (including injunctions or declaratory judgments), whether known or unknown, or which may be discovered or manifest after the execution of this Agreement, and including any and all expenses (attorney fees, costs, and disbursements).

Defendant OHSU and Defendant Jason Campbell, M.D. and Allstate Indemnity Company ("Campbell Defendants"), mutually agree to hereby release each other and their respective employees, officers, directors, agents, representatives, attorneys, insurers, related entities, assigns, successors, and predecessors from any and all claims for indemnity or contribution in this Action.

Newly-Discovered Evidence: The Parties agree that if, after the Effective Date of this Agreement, they discover evidence different from or in addition to the evidence which they now know of or possess, this Agreement remains in full force and effect and bars any other relief.

Each Party is Responsible for Own Attorney Fees and Costs: The Parties acknowledge and agree that they are solely responsible for paying any attorney's fees and costs they incurred and that neither the Parties nor their attorneys will seek any award of attorney fees or costs from the other Party.

Plaintiff is Responsible for all Subrogation and Liens: Plaintiff acknowledges that all subrogation and lien claims arising out of contract or under state or federal law—including, but not limited to, subrogation or lien claims of or related to health care providers, insurance carriers (including personal injury protection or "PIP"), workers' compensation carriers, attorneys, and any federal or state agency or programs such as Medicare, Medicaid, or Social Security—are the sole and separate obligation of Plaintiff which Plaintiff agrees to pay or otherwise resolve.

Plaintiff will defend, indemnify and hold harmless the Released Parties from and against all such lien and subrogation claims brought against the Released Parties.

Joint Statement: The parties and their respective attorneys agree that none of them will issue any press, news or media statement of any kind, including social media, about the settlement of this matter other than the agreed-upon mutual statement, attached to this release as Exhibit A. If contacted by the media, the parties and their attorneys will refer the media to the joint statement. OHSU however, shall have the right, in its' sole discretion, to communicate the results of and recommendations arising from the investigation being conducted by Covington & Burling.

Withdrawal of Complaints: Plaintiff agrees to withdraw any pending complaints she may have against Dr. Campbell of any kind in any forum, as she acknowledges that by this agreement she has received full satisfaction for the injury.

No Tax Representations: Plaintiff warrants that no advice or representation regarding the tax treatment of any payments hereunder has been made by the Released Parties or their attorneys. Plaintiff is advised to consult with a tax professional of her choice about the tax consequences of this Agreement and tax treatment of all amounts paid hereunder. No Party warrants or represents how the United States Internal Revenue Service ("IRS"), the Oregon Department of Revenue, or other governmental authority will treat the settlement payment for tax purposes, and agree that no further payment of money from the Released Parties will be due in the event that the payments or the release of the claims embodied in this Agreement or any portion thereof is found by the IRS, the Oregon Department of Revenue, or other governmental authority to be, or result in, taxable income to any Party. *The Released Parties, as part of their reporting requirements, may have to communicate with the IRS, including submitting IRS*

form 1099. The Released Parties reserve the right to respond to inquiries by said authorities and to make any additional disclosures requested by the governmental authority or as required by law. Plaintiff is solely responsible for the tax consequences of settlement payment, and Plaintiff agrees not to hold the Defendants or the Released Parties responsible for taxes due.

Plaintiff agrees to hold harmless and indemnify the Defendants and the Released Parties in full for any employee-paid tax obligation, employer-paid tax obligation, fines, or penalties for which they may become liable as a result of the designation of settlement proceeds pursuant to this Agreement, and incurred in connection with an investigation, challenge or assessment by the Internal Revenue Service or any other taxing authority with respect to the payments set forth above.

Entire Agreement: This Agreement contains and constitutes the entire agreement and understanding of the Parties, notwithstanding any and all prior negotiations, discussions, undertakings or agreements made in arriving at this Agreement. There are no representations, agreements, or inducements between the Parties except as set forth expressly and specifically in this Agreement. Any benefits provided to or accommodations reached with the Parties during the negotiation of this Agreement that are not described in this Agreement were made solely in the discretion of the Parties and are not part of the consideration for or the terms of this Agreement.

No Admission of Fault or Future Precedent: The Parties agree that this Agreement is not to be construed as an admission or proof of any liability or fault whatsoever on the part of the Released Parties. The Released Parties specifically deny any wrongdoing or fault.

No Waiver: The failure by any of the Parties to enforce at any time, or for any period of time, any one or more of the terms or conditions of this Agreement or a course of dealing between the Parties, shall not be a waiver of such terms or conditions or of such Party's right to enforce each and every term and condition of this Agreement.

Acknowledgment of the Terms of the Agreement: By the signature below, the Plaintiff acknowledges that she has read and knows the contents of this Agreement, that she fully

understands the Agreement's terms, and that she enters into the Agreement voluntarily for the purpose of making a full compromise and settlement.

Judgment of Dismissal with Prejudice: Plaintiff agrees to file an Amended Complaint at the request of Defendants. After the Amended Complaint is filed, the Parties agree to a dismissal of the pending Action with prejudice, without costs or fees to any party. Counsel for Plaintiff shall sign and return with this Agreement a Stipulation of Dismissal with Prejudice, with each Party to bear their own costs and attorneys' fees. The Parties agree to execute these documents and any further documents and take any further actions, as may be reasonable and necessary, in order to carry out the purpose and intent of this Agreement.

Waiver of Rule of Construction: The Parties declare that they fully understand the terms and provisions of this Settlement Agreement and Release of All Claims, and voluntarily accept its terms and provisions for the purpose of making a compromise, adjustment and settlement of the claims above-mentioned. The Parties declare that prior to the execution of this Agreement, they apprised themselves of sufficient relevant information and had a sufficient opportunity to consult with an attorney in order that they might intelligently exercise their own judgment in deciding whether to execute this release.

Counterparts: This Agreement may be executed in counterparts, including counterparts received by facsimile or electronic transmission, with each counterpart constituting an original. The executing Parties agree that a photocopy or other signed copy of this Agreement is as effective as the original.

THE UNDERSIGNED STATE THAT SHE HAS CAREFULLY READ THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS IN ITS ENTIRETY, THAT NO PROMISE, INDUCEMENT OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE AND THAT THEY VOLUNTARILY AND KNOWINGLY ACCEPT ITS TERMS AND PROVISIONS.

IT IS SO AGREED TO BY:




Date: 4/27/21

A. B.



Date: 4/27/21

OHSU



Jason Campbell

Date: 04/27/2021

Agreed as to Form:

Michael Fuller
Of Attorneys for Plaintiff


Date: _____

Kim Sordyl
Of Attorneys for Plaintiff

Date: _____

Karen O’Kasey
Of Attorneys for OHSU

Date: _____



Courtney Angeli
Of Attorneys for Campbell

Date: 4/27/2021

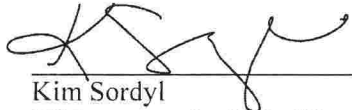
Jason Campbell

Date: _____

Agreed as to Form:


Michael Fuller
Of Attorneys for Plaintiff

Date: _____



Kim Sordyl
Of Attorneys for Plaintiff

Date: 4/27/2021



Karen O'Kasey
Of Attorneys for OHSU

Date: 4/27/21

Courtney Angeli
Of Attorneys for Campbell

Date: _____

Jason Campbell

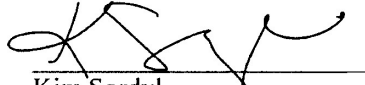
Date: _____

Agreed as to Form:



Michael Fuller
Of Attorneys for Plaintiff

Date: 04/27/2021



Kim Sordyl
Of Attorneys for Plaintiff

Date: 4/27/2021

Karen O'Kasey
Of Attorneys for OHSU

Date: _____

Courtney Angeli
Of Attorneys for Campbell

Date: _____