

IN THE BOARD OF COUNTY COMMISSIONERS
OF LANE COUNTY, OREGON

Order No: 97-4-2-24)
) IN THE MATTER OF SETTLING CLAIMS OF
) LORETTA SELLS

IT IS HEREBY ORDERED that:

The settlement terms outlined on the attached Exhibit A are hereby accepted and ratified. The County Administrator, and his designees, are hereby authorized to execute documents necessary to fully settle claims of Loretta Sells as outlined on the letter attached hereto as Exhibit A.

Dated this 2 day of April, 1997.

Cindy Wealdreyer
Chair
Lane County Board of Commissioners

FILED

APR 14 1997

COUNTY CLERK
BY *Mareen Bolding*

APPROVED AS TO FORM
Date 4/2/97 Lane County
David Williams
OFFICE OF LEGAL COUNSEL



March 19, 1997

Martha L. Walters
WALTERS ROMM CHANTI & DICKENS, P.C.
975 Oak Street, Suite 220
Eugene, OR 97401-3114

Re: Loretta Sells

Dear Martha:

This will confirm the terms of the settlement agreement reached in our telephone conversation of March 18. Item numbers below correspond to the item numbers of your March letter.

Items 1. We will pay \$25,000 in full settlement of the worker's comp claim.

Item 2. We will pay \$16,709 in full settlement of all other civil claims arising out of or related to Ms. Sells' employment with Lane County.

Item 3. We will hold Ms. Sells harmless from existing health care expenses of approximately \$1,600 to \$2,000 for services provided by Drs. Henderson and Cary if those expenses are not covered by Ms. Sell's COBRA insurer. It is our expectation that payment for these service will not be paid through the worker's comp system due to the agreement in item 1. Ms. Sells will process the claims through her COBRA insurer. Our obligation, if any, will be limited to the amount the insurer does not cover, and our obligation will not exceed \$2,000. We are relying on Ms. Sells' representations that she has elected and maintained COBRA coverage.

Item 4: We will pay \$14,291 to your firm for attorneys' fees.

Item 5: The letter of recommendation will be as proposed in your March 13 letter, except that the last sentence will be deleted.

Item 6: There will be no recall rights. This settlement will bring all employment-related issues to closure. Nothing in the settlement will prevent Ms. Sells from reapplying for employment with Lane County. If she does apply for employment, she will be treated as any other applicant.

Item 7: The County may subpoena Ms. Sells as a witness in further County proceedings, if any, arising out of or related to her claims, and the County makes no representation limiting the right of others to subpoena her to such

March 19, 1997
Martha L. Walters
Page 2

proceedings. The proceedings contemplated include, for example, workers' comp or labor arbitration proceedings involving Davis, Foster or Mosegard.

We will need to obtain a formal board order from the Board of Commissioners authorizing this settlement. We have previously received an informal authorization from the Board to make this settlement. The Board will not be meeting next week, so the formal approval will probably not occur until the first week of April. Brian Pocock and Marty McKeown will be able to take care of the paperwork required in the workers' comp arena. Ms. Sells' and your endorsement of our checks can serve as her written acceptance of the terms which are not related to the worker's comp proceedings.

Sincerely,

LANE COUNTY OFFICE OF LEGAL COUNSEL

By

David B. Williams
Assistant County Counsel

cc: Brian Pocock
Martin McKeown