

**RELEASE AND SETTLEMENT AGREEMENT**

**between**

**LANEA KOLLENBURN & CALEB KOLLENBURN**

**and**

**CLACKAMAS COUNTY & the CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS**

**settling**

**United States District Court, District of Oregon case no. 3:21-cv-00049 & Ninth  
Circuit Court of Appeals case no. 21-35157**

Lanea Kollenburn and Caleb Kollenburn ("Plaintiffs"), and Clackamas County & the Clackamas County Board of County Commissioners (hereafter "County") (collectively referred to as "Parties") hereby agree to settle the above referenced lawsuits subject to the following terms and conditions:

1. Settlement and Payment. The County will promptly, upon execution of all necessary paperwork and payment indicated below, transfer ownership, possession, and custody of the dog Lladk to Santa Paula Animal Rescue Center, Inc., where he will live out the remainder of his life.

As full and final payment in the above captioned lawsuits, Plaintiffs will pay to County the sum total \$7,500. Of that amount, it is contemplated and agreed that \$1,500 have already been paid to County, and \$2,200 is currently being held as security in the U.S. District Court and shall be released to County. Therefore, the remaining balance owing by Plaintiffs to County shall be \$3,800, which shall be paid in full prior to release of the dog to the rescue.

Any and all other known costs, fines, or fees currently accrued in relation to the dog Lladk are hereby waived by County, including but not limited to \$175.00 in impound and owner surrender fees imposed by the Final Order of the Hearings Officer dated July 30, 2020, and amounts awarded in the Judgment in *Kollenburn v. Clackamas County*, Clackamas County Cir. Ct. No. 20CV27322 entered November 10, 2020 in the sum of \$386.00 plus interest. Upon execution of this Agreement, both orders/judgments will be deemed fully satisfied and the appropriate pleading filed reflecting same.

2. Dismissal of Complaints and Claims. Plaintiffs shall promptly file with the appropriate courts documents dismissing in their entirety the above referenced lawsuits and all associated legal claims and/or appeals, with prejudice, and without a request for costs, disbursements, prevailing party fees, or attorney fees.

3. Full and Final Release. Plaintiffs hereby waive, discharge, and release the County, its insurers, officials, employees, officers, directors, and agents, from all claims, actions, suits, and damages that were asserted or that could have been asserted in connection with the facts and events that gave rise to the above-referenced lawsuits, to-wit: any claims associated with or resulting from the impound, dangerous dog designation, and/or re-homing of the dog Lladk, a four year old Alaskan Malamute.

4. No Admission of Liability. Nothing in this release and settlement agreement shall be construed to be or used as an admission of liability or fault by any party. No part of this agreement shall be admissible in any court or alternative dispute resolution proceeding for the purpose of proving liability, causation, or fault.

5. Indemnity and Hold Harmless. Plaintiffs agree to indemnify and hold harmless the County, its insurers, employees, officers, directors, and agents for any and all claims and liabilities associated with any benefits paid to or on behalf of them as a result of the incident alleged in the Complaint, including but not limited to any liens, unpaid bills for medical or other treatments, Medicare or Medicaid bills or liens, Personal Injury Protection insurance benefits, insurance subrogation claims, recovery of costs, and claims for attorney fees, including any attorney fee liens.

6. Knowing Release. Parties declare that both individually and by and through the advice of their own attorneys, they fully understand the terms and provisions of this release and settlement agreement, and voluntarily accept the above terms and conditions for the purpose of making a full compromise and settlement of the disputed claims at issue in the above captioned case.

7. Representations. Parties agree and acknowledge that this release agreement provides all Parties, their insurers, employees, officers, directors, and agents, with the maximum legal protection possible against future claims or suits related to the claims at issue in the above captioned case.

8. Entire Agreement. This Release and Settlement Agreement contains the entire agreement between the Parties hereto and the terms and provisions of this Release and Settlement Agreement are contractual and not a mere recital.

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THE UNDERSIGNED STATES THAT THEY HAVE READ THIS RELEASE AND SETTLEMENT AGREEMENT IN ITS ENTIRETY AND NO PROMISE, INDUCEMENT, OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE TO THEM, THAT THIS RELEASE AND SETTLEMENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, THAT THEY VOLUNTARILY AND KNOWINGLY ACCEPT ITS TERMS AND PROVISIONS.

  
Lanea Kollenburn

Dated: 4.1.21

  
Caleb Kollenburn

Dated: 4.1.21

  
Chair Tootie Smith  
Clackamas County Board of County Commissioners  
Gary Schmidt, County Administrator  
Clackamas County, Oregon

Dated: 4/1/21

**Approved as to Form:**

  
Adam Karp, OSB No. 011336  
Attorney for Plaintiffs

4.1.21  
Dated: \_\_\_\_\_

  
Scott Ciecko, OSB No. 045587  
Attorney for County

Dated: 4/1/21