

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of all Claims ("Agreement") is entered into between and among Lincoln County Commissioner Casey Miller, (hereinafter "Plaintiff"), Lincoln County, David Collier, Kelly Meininger in her capacity as the personal representative of the estate of Claire Hall, County Commissioner Walter Chuck and County Counsel Kristin Yuille ("Defendants").

I. RECITALS

1. On March 13, 2026, Plaintiff filed a civil lawsuit against Lincoln County, David Collier, Kelly Meininger in her capacity as the personal representative of the estate of Claire Hall, County Commissioner Walter Chuck and County Counsel Kristin Yuille in the District Court of Oregon, Eugene Division, Case No. 6:26-cv-00499-AA (the "Litigation") that alleged violations of his rights protected under the First Amendment, and State whistleblower laws.

2. CIS Trust is the insurer for Lincoln County.

3. On March 31, 2026, Plaintiff filed a motion for temporary injunctive relief requesting that the court order Defendants to stop obstructing Plaintiff from putting items on the agenda, to stop obstructing his attendance at management meetings, and to stop obstructing Plaintiff from using the physical office for his duly-elected position.

4. On June 18, 2026, Judge Ann Aiken, after reviewing the motion and the response thereto and hearing oral argument, granted Plaintiff's Motion for Preliminary Injunction and ordered Defendants "to return Plaintiff to the enjoyment of the regular rights and prerogatives of his office as a Lincoln County Commissioner immediately, including access to a physical office in the customary location and physical access to the customary building(s), as well as meetings or communications to which the holder of his office would be regularly invited or included, commensurate with the practice prior to September 18, 2024, and identical to the rights and prerogatives of any other Lincoln County Commissioner."

5. The Defendants and Plaintiff now wish to settle all claims and issues between them to get back to the important business of County governance, believing such settlement to be in their respective best interests.

II. DEFINITIONS

1. As used in this Agreement, "Plaintiff" shall mean Casey Miller.

2. As used in this Agreement, "Defendants" shall mean Lincoln County, David Collier, Kelly Meininger, County Commissioner Walter Chuck and County Counsel Kristin Yuille. As used in this Agreement, "Parties" includes the Plaintiff, Defendants and current and former agents of the Plaintiff and Defendants.

III. AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Consideration.

The Parties agree and acknowledge that this Agreement is entered into in consideration of the mutual promises and covenants contained herein.

2. Terms.

A. Defendants consent to the permanent imposition of Judge Aiken's June 18, 2026, order as listed in Recital #4 above.

B. CIS Trust, Defendants' insurer, agrees to pay \$64,000 in attorney fees to Plaintiff's attorney Creighton & Rose, PC within 15 days of the execution of this Agreement by Plaintiff.

C. Plaintiff shall dismiss the Litigation against all Defendants with prejudice within seven days of Creighton & Rose, PC's receipt of the \$64,000 payment.

3. Release.

A. Release by Plaintiff: In exchange for the consideration provided above in Paragraph 2, Plaintiff agrees to settle, release, and waive any and all claims he has or may have against Defendants and their agents, attorneys, and employees (collectively, the "Released Parties") for any claim that has accrued up to the date of execution of this Agreement, including, but not limited to, any and all claims resulting from Plaintiff's service as a County Commissioner; any and all claims that were brought or could have been brought in the Litigation; any and all claims relating to the administration or terms of any employment or benefit plan or contract; and any and all claims asserted or that could have been asserted in any civil suit or administrative proceeding against Released Parties. For the consideration expressed herein, Plaintiff hereby releases and discharges the Released Parties from all liability for damages, affirmative or equitable relief, judgments, costs, attorneys' fees and prevailing party designation and fees and agrees not to institute any claim for damages, affirmative or equitable relief, judgments, costs, attorneys' fees, nor authorize or assist any other party to institute any claim to recover damages, judgments, costs or attorneys' fees on his behalf against the Released Parties for any damages, judgments, costs or attorneys' fees including, but not limited to, any claims arising under or based upon Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; 42 U.S.C. § 1981; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621, et seq.; the Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 626(f); the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601, et seq.; the Fair Credit Reporting Act, 15 U.S.C. § 168, et seq.; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq.; any provision of the Oregon Revised Statutes, including any claims under ORS Chapters 243 and 652 through 659A;

applicable Workers' Compensation Laws; any federal or state constitutions; and any and all claims pursuant to federal, state or local statute or ordinance; or any and all claims pursuant to contract, quasi contract, common law or tort; and known or unknown, suspected or unsuspected, concealed or hidden, or whether developed or undeveloped claims, through the date Plaintiff signs this Agreement, subject to the timelines of the OWBPA and ADEA as described in paragraph 3.C., below.

B. Pursuit of Released Claims: Plaintiff agrees and represents that he will not be a class representative or in the future file any claim, lawsuit or complaint against any Released Party based on the claims released in this Agreement. Plaintiff also agrees the Released Parties will not be required to pay any amount he might otherwise be entitled to if someone were to bring a lawsuit in which he or she represents Plaintiff in a representative or class action based on the claims released in this Agreement. Nothing, however, in this Agreement shall interfere with Plaintiff's right to file a charge, cooperate or participate in an investigation or proceeding conducted by the Oregon Bureau of Labor and Industries or the Equal Employment Opportunity Commission, or to file a complaint under the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f), challenging the validity of this Agreement. However, the consideration provided to Plaintiff in this Agreement shall be the sole relief provided to him for the claims that are released herein and Plaintiff will not be entitled to recover, and agrees to waive, any monetary benefits or recovery against the Released Parties in connection with any such claim, charge or proceeding, without regard as to who has brought such complaint or charge.

C. Age Discrimination in Employment Act: Plaintiff acknowledges the following:

1. Plaintiff had a reasonable time within which to consider this Agreement before executing it, and no one coerced or hurried him into executing this Agreement;
2. Plaintiff carefully read and fully understands all of the provisions of this Agreement;
3. This Agreement constitutes a release and discharge of claims arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, including the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f);
4. Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Agreement;
5. Plaintiff is advised in writing to consider the terms of this Agreement and consult with an attorney of his choice prior to executing this Agreement;
6. Rights or claims that may arise after the date Plaintiff signs this Agreement are not waived;
7. Plaintiff has twenty-one days within which to consider the Agreement's terms ("Consideration Period"), and if he elects to sign and return this Agreement to Defendants and CIS prior to the Consideration Period expiring, he voluntarily waives his right to have twenty-one days to review and consider the Agreement; and
8. Plaintiff has seven days from the date he signs the Agreement to revoke it by notifying Roman Hernandez, counsel for Defendants, in writing prior to the seven-day period expiring, and the Agreement is not effective or enforceable until the expiration of the seven-day period.

D. Release by Defendants: In exchange for the consideration provided above in Paragraph 2, Defendants agrees to release and waive any and all claims they have or may have against Plaintiff, his representatives and counsel, for any claims that have accrued up to the date of execution of this Agreement.

4. No Admission of Liability.

Plaintiff acknowledges this Agreement is a compromise and final settlement of a disputed claim. Defendants deny any wrongdoing and any liability associated with the claims and allegations raised in the Litigation. Nothing in this Agreement shall be interpreted as an admission of wrongdoing by any party.

5. Severability and Governing Law.

The Parties agree that any provision of this Agreement that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The Parties further agree that this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid, and enforceable shall be automatically added to this Agreement in lieu of the illegal, invalid, or unenforceable provision.

The Parties also agree that Oregon law shall govern the validity and enforceability of this Agreement.

6. No Assignment, Subrogation, or Transfer.

The Parties represent and warrant that there has not been and there will be no assignment, subrogation, or other transfer of any interest in any of the released claims. The Parties agree to and hold the released Parties, and each of them, harmless from any liability, claims, demands, costs, expenses, and attorneys' fees incurred by the released parties, or any of them, as a result of any person asserting any such assignment or transfer or any rights to claims under any such assignment or transfer.

7. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter of the Agreement and supersedes any and all other agreements, understandings, negotiations, or discussions, whether oral or in writing, express or implied, between or among the Parties regarding the subject matter of the Agreement. The parties acknowledge that no representations, inducements, promises, agreements or warranties have been made to any party, by anyone acting on the opposing parties' behalf, which are not embodied in this Agreement; that they has not executed this Agreement in reliance upon any such representation, inducement, promise, agreement or warranty; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including but not limited to any purported supplements, modifications, waivers or terminations of this Agreement, shall be valid or binding unless executed in writing by each of the Parties to this Agreement.

8. Agreement to Be Construed Fairly.

This Agreement is to be construed fairly and not in favor of or against either party, regardless of which party drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

9. Execution of this Agreement.

This Agreement may be executed in one or more identical counterparts, including facsimile and scanned and electronically transmitted counterparts, each of which shall be deemed an original. All counterparts shall constitute one Agreement, binding on all the Parties, notwithstanding that all of the parties have not signed the same counterpart.

10. Execution Date.

The terms of this Agreement are binding upon Plaintiff's execution of this Agreement, subject to the OWBPA and ADEA timelines described in paragraph 3.C., above.

Date 8/28/26, 2026


For Plaintiff Casey Miller

Date 10/5/2026, 2026


For Defendant Lincoln County

Date 10/6/2026, 2026


For Defendant David Collier

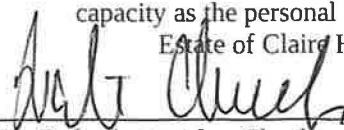
Date 10/6/2, 2026


For Defendant Kelly Meininger, in her

representative of the

capacity as the personal
Estate of Claire Hall

Date 10/6/2026, 2026


For Defendant Walter Chuck

Date 10/5/2026, 2026


For Defendant Kristin Yuille