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*Of Attorneys for Defendant City of Portland*

**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION**

**DONOVAN FARLEY,  
PLAINTIFF,**

v.

**CITY OF PORTLAND, a municipal corporation, Portland Police Bureau Police Officer ("P.O.") CAMERON SMITH; PPB Officers JOHN DOEs 1 through 4, (the names John Doe being fictitious, as the true names and shield numbers are not presently known), in their individual capacities,**

**DEFENDANTS.**

**Case No.: 3:22-cv-00815 SB**

**DEFENDANT CITY OF PORTLAND'S  
NOTICE OF SETTLEMENT**

Pursuant to Local Rule 41 and ORS 17.095, the City of Portland notifies the Court that this action has been settled pursuant to the terms of a Release and Hold Harmless Agreement, a copy of which is attached hereto as **Exhibit 1**.

Dated: May 18, 2023

Respectfully submitted,

*/s/ Marc Rodriguez*

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MARC RODRIGUEZ, OSB No. 201019  
Deputy City Attorney  
Telephone: (503) 823-4047  
*Of Attorneys for Defendant City of Portland*

# **EXHIBIT 1**

**RELEASE AND HOLD HARMLESS AGREEMENT**

**I**

**FOR THE SOLE CONSIDERATION** of the sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00), the undersigned Donovan Farley hereby releases and forever discharges the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable (hereafter “the City of Portland”) from any and all claims for damages and/or injuries relating and/or pertaining to the incident that occurred on or about June 6, 2020, in Portland, Oregon, which is described in the Complaint filed on June 6, 2022, by Donovan Farley in the case of *Donovan Farley v. City of Portland, et al.*; Oregon District Court Case No. 3:22-cv-00815-SB (“Lawsuit”).

**II**

**IT IS UNDERSTOOD AND AGREED** that the payment made to the undersigned under this agreement is not to be construed as an admission of liability. The City of Portland expressly denies liability to the undersigned, or any other person for injuries or damages arising out of the aforementioned incident.

**III**

**IT IS FURTHER UNDERSTOOD AND AGREED** that this agreement releases the City of Portland from any and all claims arising out of the above-described Lawsuit, and claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers’ compensation liens, liens of the State of Oregon Department of Human Services and all other liens against the above-described Lawsuit at the time of execution hereof.

**IV**

**THE UNDERSIGNED AGREES AND WARRANTS** that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that Donovan Farley will hold the City of Portland, its agents, employees and assignees harmless from any claim for any such expense whenever incurred and, if any suit is filed against the City of Portland to collect such claim, Donovan Farley will accept the tender of defense of any such claim, defend it at his expense and pay any judgment entered therein and agree to compensate the City of Portland for any expense or liability incurred as a result of the filing of such suit.

**V**

**THE UNDERSIGNED HEREBY DECLARES** that he has read this Release and Hold Harmless Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the above-described incident, in whatever legal form or theory he might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the Complaint that Donovan Farley filed in Oregon District Court entitled:

**UNITED STATES DISTRICT COURT**

**DISTRICT OF OREGON**

**PORTLAND DIVISION**

**DONOVAN FARLEY,**

**Case No.: 3:22-cv-00815 SB**

**PLAINTIFF,**

v.

**CITY OF PORTLAND, a municipal corporation, Portland Police Bureau Police Officer ("P.O.") CAMERON SMITH; PPB Officers JOHN DOEs 1 through 4, (the names John Doe being fictitious, as the true names and shield numbers are not presently known), in their individual capacities,**

**DEFENDANTS.**

VI

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known losses and damages, but any further losses and damages not now known or anticipated which may later develop or be discovered including all effects and consequences thereof.

VII

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

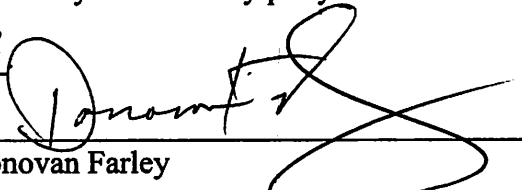
VIII

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement releases any and all claims for nondisclosure, fraud or misrepresentation and any and all claims for nondisclosure, fraud or misrepresentation in the inducement of this agreement.

IX

THE UNDERSIGNED FURTHER STIPULATES AND AGREES that the above case may be dismissed with prejudice and without costs or attorney's fees to any party.

DATED this 2 day of May, 2023

  
Donovan Farley



CERTIFICATE OF SERVICE

I hereby certify that on May 18, 2023, I served a true and correct copy of the foregoing **DEFENDANT CITY OF PORTLAND'S NOTICE OF SETTLEMENT** on the interested parties in this action as follows:

Jane L Moisan People's Law Project 818 SW 3 <sup>rd</sup> Ave., #221-3789 Portland, OR 97204 <a href="mailto:peopleslawproject@gmail.com">peopleslawproject@gmail.com</a>  <i>Of Attorneys for Plaintiff</i>	Andrea Coit Hutchinson Cox PO BOX 10886 Eugene, OR 97440 <a href="mailto:acoit@eugenelaw.com">acoit@eugenelaw.com</a>  <i>Of Attorneys for Defendant Smith</i>
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- by **mail** in a sealed envelope, with postage paid, and deposited with the U.S. Postal Service in Portland, Oregon.
- by **hand delivery**.
- by **electronic service** via the Court's CM/ECF electronic filing system for registered users.
- by **facsimile transmission**.

*/s/ Marc Rodriguez*

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