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

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| MARTIN LYNCH, et al.,<br>Plaintiffs,<br>v.<br>MULTNOMAH COUNTY, et al.,<br>Defendants. | Case No. 3:23-cv-01502-IM (lead case)<br>**SUPPLEMENTAL SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS AND DEFENDANT COLUMBIA COUNTY** |
| JEFFREY SAWYER, et al.,<br>Plaintiffs,<br>v.<br>MARION COUNTY, et al.,<br>Defendants. | Case No. 3:23-cv-01971-IM |
| MATTHEW GABBERT, et al.,<br>Plaintiffs,<br>v.<br>JOSEPHINE COUNTY, et al.,<br>Defendants. | Case No. 1:23-cv-01434-IM |
| JERRY BAKER,<br>Plaintiff,<br>v.<br>BAKER COUNTY,<br>Defendant. | Case No. 2:24-cv-01503-IM |

1. This Supplemental Settlement Agreement Between Plaintiffs and Columbia County is made and entered into by and between Plaintiffs Michael Langshaw, Dallis Bowman, Melody Gibson, and Michelle Wend and Defendant Columbia County (collectively, the "Parties").

2. The Parties, by their undersigned counsel or other duly authorized representatives, and subject to the approval of the Court under Federal Rule of Civil Procedure 23, hereby stipulate and agree as follows.

3. Except as otherwise provided below, the Parties intend for capitalized terms below to have the definitions ascribed to them in the Settlement Agreement that was fully executed by the Parties on April 14, 2026. *See* ECF 213-1 ("Initial Settlement Agreement").

4. Plaintiffs have identified a miscalculation affecting the Initial Settlement Agreement, regarding the sufficiency of Columbia County's $228,000 contribution to the Settlement Fund, as specified in Paragraph 4.2 and Exhibit 2 of the Initial Settlement Agreement. The parties enter into this Supplemental Settlement Agreement to avoid motions practice concerning that miscalculation.

5. The Parties acknowledge and agree that it is possible that Columbia County's contribution to the Settlement Fund of $228,000.00 will be insufficient to pay out all Eligible Claims up to the full amount of the Surplus Proceeds plus accrued interest applicable to the Surplus Proceeds of each Class Member's Eligible Property in Columbia County.

6. For purposes of the present agreement, "Surplus Proceeds" means, for each sold property listed in the Initial Settlement Agreement at ECF 213-1 at ECF p. 38, the difference between (a) an Eligible Property's actual sale price and (b) the Total Redemption Costs[1] and the Total Maintenance and Repair Costs[2]. For each such property, accrued interest shall be calculated at a rate of nine percent simple interest for the period beginning two years after the entry of the underlying foreclosure judgment and ending February 23, 2026.

7. The Parties acknowledge and agree that, *if*, at the end of the Claims Period, Columbia County's contribution under the Initial Settlement Agreement of $228,000 is insufficient to pay out all Eligible Claims in the full amount of the Surplus Proceeds plus accrued interest applicable to the Surplus Proceeds of each Class Member's Eligible Property in Columbia County, *then* Columbia County will make additional contributions to the Settlement Fund in an amount sufficient to pay out the full amount of all such Eligible Claims.

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[1] Total Redemption Costs means, as indicated in ORS 312.120, the full amount of taxes applicable to the property under the judgment, with interest thereon as provided by law, plus a penalty of five percent of the total amount applicable to the property under the judgment and a fee as specified under subsection (5) of ORS 312.120. The penalty of five percent and fee shall be in lieu of all costs chargeable against the property in connection with the foreclosure proceeding. The fee shall be used to defray the costs, among other costs, incurred by the county to provide the notices of redemption period expiration to lienholders and others required under ORS 312.125. "Total Redemption Costs" also includes the taxes that otherwise would have accrued against the property had it not been foreclosed upon, and 9-percent interest on that amount.

[2] "Total Maintenance and Repair Costs" means the actual, out-of-pocket costs paid by the County for maintenance and repairs to the property from the end of the statutory redemption period until the property was sold.

8. To determine whether such an additional contribution from Columbia County is necessary—and if so, the amount of such additional contribution—the Claims Administrator will, after the end of the Claims Period, deliver to the Parties' counsel a written certification, which shall list the Eligible Claims that were submitted by the end of the Claims Period and that have been approved. The parties shall then determine whether Columbia County's contribution of $228,000 is sufficient to pay out all Eligible Claims in the full amount of the Surplus Proceeds plus accrued interest applicable to the Surplus Proceeds of each Class Member's Eligible Property.

9. *If* Columbia County's contribution of $228,000 is insufficient to pay the full amount of all such Eligible Claims, *then* the County shall make additional contributions to the Settlement Fund sufficient to pay the full amount of all such Eligible Claims.

10. If the County's required additional contribution is $250,000 or less, the County shall make the additional contribution within 14 days after receiving the Settlement Administrator's written certification.

11. If the required additional contribution exceeds $250,000, the County shall, due to budgetary constraints associated with the fiscal year ending June 30, 2027, contribute the first $250,000 within 14 days after receiving the Settlement Administrator's written certification, as described in Paragraph 10. The County shall contribute the balance of the required additional contribution no later than July 15, 2027.

12. Except as expressly provided in this Supplemental Settlement Agreement, the Initial Settlement Agreement remains unchanged and in full force and effect. In the event of any conflict between this Supplemental Settlement Agreement and the Initial Settlement Agreement, this Supplemental Settlement Agreement shall control as to the settlement with Columbia County.

13. The Parties have caused this Supplemental Settlement Agreement to be executed by their duly authorized representatives.

[Signatures on next page]

Dated: _____, 2026

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*Counsel for Plaintiffs and*
*Class Counsel*

Dated: October 30th, 2026

_____
Kellie Jo Smith
Board Chair, Columbia County

*For Defendant Columbia County*