

SETTLEMENT AGREEMENT AND FULL RELEASE AGREEMENT
BY AND BETWEEN COLUMBIA COUNTY, OREGON AND RACHAEL JOHNSON

PARTIES

This Settlement and Full Release Agreement (“Agreement”) is entered into by and between Columbia County, a political subdivision of the State of Oregon, (“County) and Rachael Johnson (“Claimant”) (collectively, “Parties” and individually, “Party”).

RECITALS

WHEREAS, the Columbia County Sheriff’s Office denied Claimant’s application to renew a Concealed Handgun License; and

WHEREAS, Claimant filed a Petition for Relief from Denial of Handgun License on October 28, 2025 in Columbia County Circuit Court as Case Number 25CV58242; and

WHEREAS, the Parties seek to obtain a full and final settlement and resolution of any and all disputes between them related to the Sheriff’s denial of Claimant’s application for renewal of a handgun license;

NOW, therefore, in consideration of the mutual promises between the Parties, IT IS AGREED as follows:

1. RECITALS FORM A PART OF THIS AGREEMENT

Recitals above are part of this Agreement and are incorporated herein.

2. SETTLEMENT OF DISPUTED CLAIMS

This Agreement is an offer of compromise and settlement of disputed claims. No Party to this Agreement admits any fault or liability whatsoever to any other Party. In the event this Agreement is not executed and delivered, and settlement is not entered into in accordance with its terms, neither this Agreement, any offer of compromise and settlement, nor any reference to this Agreement or any offer of compromise and settlement, shall be admissible as evidence for any purpose whatsoever in any litigation that hereafter may be filed by the Parties or any of them, or for any other purpose whatsoever.

3. DISCHARGE OF CLAIMS AND ACTION/MUTUAL RELEASE/COVENANT NOT TO SUE

A. In exchange for the releases below, and in accordance with the terms of this Agreement, the Columbia County Sheriff agrees as follows:

The Sheriff will approve Claimant’s application for a concealed handgun license within 15 days of full execution of this Agreement. Reference to the denial in LEDS/NCIC will promptly be removed, and no record will be entered into LEDS/NCIC of the denial.

The Sheriff will reimburse Claimant for partial filing fees in Case No. 25CV58242 in the amount of \$140.97. These funds shall be in the form of a check made payable to Claimant. Payment will be issued by County within 15 days of receipt of Claimant’s signature on this Agreement.

B. In consideration of above, Claimant will dismiss her Petition in Case No. 25CV58242 with prejudice, within 10 days of full execution of this Agreement.

C. The Parties further agree to release each other from all liability, including the claims and actions of officers, agents, directors, employees, family members, subcontractors, insurers, and assigns of a Party related Claimant's application for a concealed handgun license and his Petition.

It is the Parties' intent that this Mutual Release and Covenant not to Sue ("Release") will apply to all claims, counterclaims, causes of action, suits, damages, demands, costs and expenses whatsoever, which any Party has or ever had against the other, whether known, unknown or unanticipated, existing as of the date the Agreement is executed. Additionally, this Release will remain in full force and effect as a complete release, notwithstanding the existence or subsequent discovery of any presently unknown, different, or additional facts or claims. The Parties expressly waive any and all rights and benefits which they may have under any state or federal law which provides that releases such as this will not extend to unknown claims.

The Parties intend that the terms of this Agreement will extend and inure to the benefit of the Parties, their affiliates, successors, predecessors, assigns, officers, directors, board members, members, attorneys, agents, employees, insurers, transferees, grantees, legatees, representatives, and heirs, including those who may assume any and all of the above-described capacities subsequent to the execution of this Agreement.

The Parties do not intend the terms of this Release to extend to a breach of this Agreement.

4. NO ADMISSION

Nothing in this Agreement shall be construed as an admission of liability, fault, wrongdoing or misconduct by any Party. No Party shall be considered a "prevailing party" as that term is used under 42 U.S.C. § 1988 or any other rule or statute.

5. ATTORNEY FEES

In the event any Party to this Agreement brings a suit or action against the other Party to enforce any obligation arising under this Agreement, the prevailing Party shall be awarded its reasonable attorney fees resulting from judicial intervention- including, but not limited to, arbitration, trial or on appeal – in addition to such other relief as the prevailing party would be entitled to under law.

6. BINDING EFFECT.

This Agreement shall be binding on the Parties and their heirs, administrators, representatives, successors, and assigns, and shall inure to the benefit of the Parties and to their successors and assigns.

7. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Parties. It is further understood and agreed that the terms of this Agreement are contractual and not merely recitals.

8. EXECUTION AND COUNTERPARTS.

The Parties agree that this Agreement may be executed in counterparts and an electric copy of an original signature shall be binding as if it were any original. This Agreement shall be considered fully

executed when the signatures of all Parties have been obtained, either in one document or a compilation of multi-counterparts from each Party, and copies of said signatures provided to counsel for all Parties.

9. AUTHORITY TO EXECUTE.

The signatories to this Agreement represent and warrant that they have full authority, express, implied, and apparent to enter into this Agreement.

10. AGREEMENT TO EXECUTE NECESSARY DOCUMENTS.

The Parties agree to execute or deliver any other documents necessary to effectuate the intent of this Agreement.

11. GOVERNING LAW.

This Agreement shall be interpreted, enforced, and governed by and under the laws of the State of Oregon.

CLAIMANT

Rachael Johnson
Date:_____

COUNTY

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

BY:_____ , Chair
Date:_____

COLUMBIA COUNTY SHERIFF'S OFFICE

BY:_____ Brian Pixley, Sheriff
Date:_____

Approved as to form

By:_____ Office of County Counsel