

SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. PARTIES

The parties to this Settlement Agreement and General Release ("Agreement") are:

- The Estate of Brett J.J. Bruns, and its co-personal representatives Joseph S. Bruns and Christina M. Bruns, and their heirs, devisees, agents, managers, contractors, consultants, advisors, representatives, predecessors, successors in interest, and/or assignees ("Plaintiffs").
- Looking Glass Community Services and its employees, former employees, insurers, attorneys, agents, managers, contractors, consultants, advisors, representatives, predecessors, successors in interest, and/or assignees ("Looking Glass").
- Nicolas Brown and his heirs, devisees, agents, consultants, advisors, representatives, predecessors, successors in interest, insurers, attorneys, and/or assignees ("Brown").
- The State of Oregon, by and through the Oregon Youth Authority and its employees, former employees, attorneys, agents, managers, contractors, consultants, advisors, representatives, predecessors, successors in interest and/or assignees ("OYA").

Plaintiffs, Looking Glass, Brown, and OYA are collectively referred to herein as the "Settling Parties."

Looking Glass, Brown, and OYA are collectively referred to herein as the "Defendants."

2. SCOPE OF THE SETTLEMENT

This Agreement is a full, final, and complete settlement, adjustment, and compromise of any and all known or unknown actions, causes of action, claims and demands, damages, costs, lost profits, loss of services, attorney fees, expenses, and compensation on account of or in any way resulting from the life and/or death of Brett J.J. Bruns ("Brett Bruns") on or about December 3, 2019 (the "Incident") and as more fully described in the case captioned as follows ("Lawsuit"):

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

JOSEPH S. BRUNS, Co-Personal
Representative of BRETT J.J. BRUNS,
deceased, and CHRISTINA M. BRUNS,
Co-Personal Representative of BRETT J.J.
BRUNS, deceased,

Plaintiffs,

v.

STATE OF OREGON, by and through the
OREGON YOUTH AUTHORITY, a state
agency, LOOKING GLASS COMMUNITY
SERVICES, an Oregon nonprofit
corporation, and NICOLAS BROWN, an
individual,

Defendants.

Case No. 20CV40175

3. PAYMENT ON BEHALF OF LOOKING GLASS AND BROWN AND
ACTIONS BY LOOKING GLASS

Without admitting liability, and in settlement of all claims that were made or that could have been made for damages of all kinds, arising out of the Incident, the Settling Parties agree that:

- Looking Glass's and Brown's insurer will pay Plaintiffs, on behalf of Defendants Looking Glass and Brown, \$2,100,000.00 (Two Million, One Hundred Thousand and no/100 Dollars).
- Looking Glass will implement certain actions as described below in paragraph 6.

4. PAYMENT BY OYA

OYA agrees to pay the sum of \$375,000.00 to MetLife Assignment Company, Inc. (Assignee") for the purpose of funding:

Periodic payments to David D. Park ("Payee") made according to the Schedule of Payments as follows (the "Periodic Payments"):

\$3,931.94 payable monthly, guaranteed for 10 year(s) which is 120 payments, beginning on 01/15/2024, with the last guaranteed payment on 12/15/2033.

Upon payment of the sum described above and execution of the Qualified Assignment and Release Agreement attached as Ex. A, OYA and all those in interest with it shall be fully released for any obligation to make Periodic Payments and only the Assignee shall be obligated to make payments to the Payee. Plaintiffs and plaintiffs' attorneys expressly agree to release OYA and all in interest with it from any and all liability or claims that may arise should the Assignee and/or the annuity issuer become insolvent, financially unstable or become unable of fail to meet their obligation to make the Periodic Payments. In the event the Assignee is either unable or fails to make the Periodic Payments, such failure shall not constitute a failure of OYA or any in interest with OYA to fulfill their obligations under the Agreement nor shall such failure or inability to pay constitute a failure of consideration or void the Agreement. The plaintiffs and plaintiffs' attorneys further agree to hold OYA and all those interest with it harmless from any and all claims that may be asserted as a result of the Assignee's failure to meet its obligation. Plaintiffs and plaintiffs' attorneys agree that the Assignee is the sole obligor with respect to the Periodic Payments obligation and shall be the party from which plaintiffs, plaintiffs' attorneys or any Payee may pursue an action for recovery of any delinquent or unpaid Periodic Payments.

- A. The future payment amounts outlined above are guaranteed based upon a projected annuity purchase date of December 19, 2022. Any delay in funding the annuity may result in a delay of the payment dates or change in payment amounts that shall be recorded in the qualified assignment document and annuity contract.

Each attorney and the law firm hereby waive and disclaim any and all ownership interest or liens they may have in the settlement proceeds by reason of any applicable state statute, common law decision or ruling. By their signatures, Plaintiffs and each attorney and the law firm acknowledge that the attorney fee benefit payments are being made at the direction of the Plaintiffs and for the convenience of Plaintiffs.

The Plaintiffs solely for their convenience direct the above payment streams to be paid to David D. Park. The Plaintiffs consent to the above-mentioned portion of the settlement obligation assigned to MetLife Assignment Company, Inc. (MACI). MACI will purchase a Met Tower Life annuity to fund this obligation in an assignment intended to meet Section 130 of the Internal Revenue Code.

The Periodic Payments as set forth herein are made part of this agreement. The total cost to the OYA for the Periodic Payments portion of the settlement is \$375,000.00, disclosure of which has been required as a condition of settlement. No part of the sum being paid by OYA to provide future Periodic Payments as set forth in this Settlement Agreement and General Release may be paid directly to the Plaintiffs and/or Payee.

All the payments set forth herein constitute damages on account of personal, physical injuries or sickness, arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

B. Qualified Assignment

The Settling Parties acknowledge and agree that OYA shall make a qualified assignment within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of OYA's liability to make the periodic payments required herein. Such assignment, when made, shall be accepted by the Plaintiffs without right of rejection and shall completely release and discharge OYA from such obligations hereunder as are assigned to METLIFE ASSIGNMENT COMPANY, INC. (the "Assignee"). The Plaintiffs recognize that, in the event of such an assignment, the Assignee shall be their sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of OYA shall thereupon become final, irrevocable, and absolute.

When the liability to make the periodic payments is assigned by way of a Qualified Assignment:

- a) Periodic payments from the Assignee cannot be accelerated, deferred, increased, or decreased by the Plaintiffs or any Payee;
- b) The Assignee's obligation for payment of the periodic payments is no greater than the obligation of the person originally liable (whether by suit or agreement) for payment and from whom the obligation was assigned.

C. Plaintiffs' Rights to Payments

Said payments cannot be accelerated, deferred, increased, or decreased by the Plaintiffs or any Payee, nor shall the Plaintiffs or any Payee have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise.

D. Right to Purchase an Annuity

The Assignee reserves the right to fund its liability to make periodic payments through the purchase of an annuity policy from METROPOLITAN TOWER LIFE INSURANCE COMPANY (the "Annuity Issuer"). The Assignee shall be the owner of the annuity policy and shall have all the rights of ownership. The Assignee may have the Annuity Issuer mail payments directly to the Payee. The Payee shall be responsible for maintaining the currency of the proper mailing address and mortality information with the Annuity Issuer.

E. Payee's Beneficiary

Any payments to be made after the death of the Payee pursuant to the terms of this Settlement Agreement and General Release shall be made to such person or entity as shall be designated in writing by the said Payee to the Assignee. If no such person or entity is so designated by said Payee, such payments shall be made to the Estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee.

F. Discharge of Obligation

The obligation of the Assignee to make each Periodic Payment shall be fully discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for the Payee with the Annuity Issuer. If the Payee notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity Issuer to initiate a stop payment action and, upon confirmation that such check was not previously negotiated or electronic funds transfer deposited, shall have the Annuity Issuer process a replacement payment.

G. Nature of Payments

All sums paid pursuant to this Structured Settlement constitute damages on account of personal injuries or sickness arising from physical injuries that resulted from the allegations made in the Lawsuit and no portion of the proceeds paid under this Structured Settlement represent exemplary or punitive damages nor pre-judgment or post-judgment interest.

5. RELEASE OF CLAIMS

In consideration of the payments and terms stated in paragraphs three and four, above, Plaintiffs release and forever discharge Defendants and each Defendant releases and forever discharges Plaintiffs from any and all claims, actions, suits, demands, damages, liens, judgments, expenses, attorney fees, and liability whatsoever, whether known or unknown, arising from or relating to the Incident, including, but not limited to, any claims against Defendants or Plaintiffs that could have been asserted arising from or related to the Incident.

In consideration of the payments and terms stated in paragraphs three and four, above, Defendants release and forever discharge each other from any and all claims, actions, suits, demands, damages, liens, judgments, expenses, attorney fees, and liability whatsoever, whether known or unknown, arising from or relating to the Incident, including, but not limited to, any claims that could have been asserted arising from or related to the Incident.

6. LOOKING GLASS ACTIONS

Looking Glass will implement the following actions or take the following steps, except for subsections B and F, by January 31, 2023:

- A. Looking Glass will add policy and procedure language to ensure staff notify the approved family resource and the police with more urgency regarding suicide risk for all unauthorized client exits. For any youth with history of suicide attempts, threats, or self-harm, Looking Glass will report that history with report of UACP and request Amber Alert upon report to police and OYA, unless the police instruct Looking Glass otherwise. Looking Glass will also report that history and information to approved family resources promptly.
- B. Looking Glass, as a member of the Oregon Alliance for Children and Family (State provider network), will meet with Oregon Youth Authority leaders, Oregon Health Authority leaders, and State-coordinated care leaders, and with legislators to advocate for increased continuity of medical and mental health care for adjudicated youth.

Looking Glass is actively participating in a BRS cost study that will result in increased reimbursement rates that will support higher wages to retain medical and mental health care providers. The bulk of these meetings will occur during the next Legislature Session from January 2023 to July 2023. The meetings on this subject will be available on OLIS – Oregon Legislative Information System. This advocacy is on-going. Plaintiffs will receive confirmation and minutes of the meetings, if permitted.

- C. Looking Glass will inform approved family resources of the name and contact information for medical and mental health providers for youth at the intake meeting and during each review meeting.
- D. Looking Glass will create a policy where the approved family resource receives same-shift notification when their respective child is placed on Constant Observation status.

Unless contraindicated, clinicians will involve the approved family resource in all components of treatment.

Looking Glass will notify approved family resources if the youth has any history of suicide attempts, threats, or self-harm in the youth's case history file. This notification should occur at the intake meeting if the history is reported to Looking Glass as part of the youth placement package from OYA.

- E. Looking Glass will increase the number and frequency of suicide prevention trainings for all staff. Looking Glass will include a case study for Brett Bruns. The family agrees to allow (and encourages) Looking Glass to use a photo of Brett

Bruns for this training. Plaintiffs will be provided a copy of the case study and related training materials.

- F. Following legislative or agency action after the BRS rate study, Looking Glass will increase staff wages to improve staff retention.
- G. Looking Glass will ensure that all supervision checklists now include the topic of "Client Suicidality" to be covered during all formal supervisory sessions.

A case manager, program manager, or therapist (QMHP) will be available for staff calls on nights and weekends.

7. PRESS RELEASES

Plaintiffs will make no press release nor inform any media until December 3, 2022, unless Looking Glass allows earlier press release. Plaintiffs agree to provide Looking Glass a draft of any press release and an opportunity to comment upon the press release before its release to the press, but Plaintiffs are not obliged to change the content of the press release.

8. INDEMNITY AND HOLD HARMLESS

Plaintiffs acknowledge that all subrogation and lien claims arising out of contract or under state or federal law, as well as any other subrogation or lien claims of Plaintiffs' health care providers, insurance carriers, Medicare, Medicaid, and any federal agency or programs such as Veteran's Administration, Social Security, or Federal Workmen's Compensation Program, will be satisfied from the settlement payment set forth in section 3. Any and all subrogation or lien claims are the sole and separate obligation of Plaintiffs which they agree to pay or otherwise resolve.

Plaintiffs further hereby covenant to defend, indemnify, and hold harmless Defendants from and against any lien and subrogation claims, including all costs and attorneys' fees incurred in the defense of such claims. Defendants retain the right to monitor the defense of any such claim or action.

9. SETTLEMENT NOT AN ADMISSION OF LIABILITY

Defendants make the settlement payments solely in compromise and settlement of disputed claims, and such payments are not regarded as an admission of liability or fault by anyone.

10. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of laws principles.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Settling Parties. This Agreement supersedes any prior oral or written agreements or communications on the subject matters addressed herein.

12. FUTURE COOPERATION

All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement and General Release, which are not inconsistent with its terms.

13. ATTORNEY FEES AND COSTS

Each party shall bear their own attorneys' fees and costs through the date of this agreement.

14. LEGAL COUNSEL

Each party hereto is represented by legal counsel who has had an opportunity to review this agreement on behalf of their respective clients.

15. COURT APPROVAL OF SETTLEMENT

The probate court having jurisdiction of the Estate of Brett J.J. Bruns has approved this settlement. A copy of that court's approval is attached as Ex. B.

16. DISMISSAL

Plaintiffs further agree that the Lawsuit shall be dismissed with prejudice and without costs to any party as soon as practicable.

17. EXECUTION

This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one in the same instrument, binding on the Settling Parties.

18. TIMING OF PAYMENT UNDER PARAGRAPH THREE

Payment of the sums described in paragraphs three and four, above, will be made within thirty days after execution of this Agreement.

The undersigned Settling Parties hereby declare that the terms of this Settlement Agreement and General Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, related in any way to the Incident.

IT IS SO AGREED:

The Estate of Brett J.J. Bruns

Date: 11.2.22

By: *Joseph S. Bruns*
Joseph S. Bruns, Co-Personal Representative

Date: 11/2/22

By: *Christina M. Bruns*
Christina M. Bruns, Co-Personal Representative

Looking Glass Community Services

Date: _____

By: _____
Its: _____

Date: _____

Nicolas Brown

State of Oregon, by and through the Oregon Youth Authority

Date: _____

By: _____
Its: _____

Qualified Assignment and Release Agreement

In Accordance With Internal Revenue Code Section 130

"Claimant(s)": Joseph S. Bruns and Christina M. Bruns, Co-Personal Representatives of the Estate of Brett J.J. Bruns

"Assignor": State of Oregon

"Settlement Agreement": _____
Date and title of settlement agreement, order or other document embodying the Assignor's obligation to make the agreed periodic payments

"Assignee": MetLife Assignment Company, Inc.

"Annuity Issuer": Metropolitan Tower Life Insurance Company

"Effective Date": _____

This Qualified Assignment and Release Agreement is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following facts:

- A Claimant(s) and Assignor are parties to or are otherwise subject to or entitled to receive payments under the above-referenced Settlement Agreement, under which Assignor has liability to make certain periodic payments to or for the benefit of Claimant(s) as specified or referred to in paragraph 12 of this Agreement (the "Periodic Payments"); and
- B Assignor and Assignee wish to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. **Assignment and Assumption; Release of Assignor.** Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's liability to make the Periodic Payments described in Paragraph 12. Each Claimant hereby accepts and consents to such assignment by Assignor and assumption by Assignee. Effective on the Effective Date, each Claimant hereby releases and discharges Assignor from all liability to make the Periodic Payments.
2. **Nature of Periodic Payments.** The Periodic Payments constitute
 - i. damages (other than punitive damages), whether by suit or agreement, or
 - ii. compensation under a workers' compensation act,on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a) of the Code.
3. **Extent of Assignee's Liability.** Assignee's liability to make the Periodic Payments shall be no greater than the liability of Assignor immediately prior to the Effective Date. Assignee assumes no liability other than the liability to make the Periodic Payments described in Addendum No. 1.-----.

Assignee's liability to make the Periodic Payments shall be unaffected by any bankruptcy or insolvency of Assignor.

4. **Qualified Funding Asset.** Assignee will fund the Periodic Payments by purchasing from Annuity Issuer a "qualified funding asset," as defined in Section 130(d) of the Code, in the form of an annuity contract (the "Annuity") issued by Annuity Issuer and providing for payments corresponding to the Periodic Payments. Assignee shall be designated as the owner of the Annuity. All rights of legal ownership and control of the Annuity shall (subject to paragraph 9 of this Agreement) be and remain vested exclusively in Assignee; provided, however, that the Annuity shall be used by Assignee to fund the Periodic Payments and shall at all times be designated by Assignee on its records as being taken into account, under Section 130 of the Code, with respect to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, neither any Claimant nor any Successor Payee shall have any rights with respect to the Annuity or the payments thereunder that would cause any amount attributable to the Annuity to be currently includible in the recipient's income or would otherwise affect the determination of when any recipient is treated as having received any payment for income tax purposes, or would otherwise prevent this Agreement from satisfying all of the conditions for a "qualified assignment" within the meaning of Section 130(c) of the Code.
5. **Delivery of Payments.** Assignee may have Annuity Issuer send payments directly to a Claimant, or, if applicable, to a Successor Payee (as defined in paragraph 8 of this Agreement), or deliver payments by electronic funds transfer to a depository institution in the United States for credit (directly or indirectly) to an insured account in the name of such Claimant or Successor Payee. Such direction of payments under the Annuity shall not be deemed to afford the Claimant or any Successor Payee any rights of ownership or control of the Annuity. Each Claimant and any Successor Payee shall at all times keep Annuity Issuer apprised of such Claimant's or Successor Payee's current street address and telephone number and, if such Claimant or Successor Payee receives payments by electronic funds transfer, the name, address, bank identifier number (BIN) and telephone number of the applicable depository institution and the account number of the account to which the payments are to be credited.
6. **Discharge of Liability.** The Assignee's liability to make each Periodic Payment to the Claimant or Successor Payee designated to receive such payment shall be discharged automatically at such time as a corresponding payment is made to such Claimant or Successor Payee by the Annuity Issuer.
7. **Acceleration, Transfer of Payment Rights.** None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be
 - i. Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
 - ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant or Successor Payee shall have the power to effect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

8. **Beneficiaries.** Any Periodic Payments to be made after the death of any Claimant or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Beneficiary." If no Beneficiary is living at the time of the death of a Claimant or

Successor Payee, payment shall be made to the decedent's estate. As used in this agreement the term "Successor Payee" refers to a Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant or a Successor Payee. Except as otherwise provided in the Settlement Agreement, no designation or change of designation of a Beneficiary shall be effective unless such change (i) is requested in a written request submitted to Assignee (or its authorized agent) in accordance with Assignee's customary procedures for processing such requests; and (ii) is confirmed by Assignee (or its authorized agent). Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Beneficiary shall be deemed to be revocable; and no party that is designated as a Beneficiary (other than a party irrevocably designated as a Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

9. **Failure to Satisfy Section 130(c).** If at any time prior to completion of the Periodic Payments, the Settlement Agreement is declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority) or if it is determined in any such final order that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement: (i) the assignment by Assignor to Assignee of the liability to make the Periodic Payments, Assignee's acceptance of such assignment and the release by Claimant(s) of Assignor's liability shall be of no force or effect; (ii) Assignee shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by the Payee; (iv) neither Assignee nor Assignor shall have liability to make any Periodic Payments; and (v) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing. The Payee acknowledges and understands that, in this scenario, any payments made directly to the Payee under the Annuity may result in adverse tax consequences (including but not limited to penalties and interest.)
10. **Governing Law; Disclosure of Certain Tax Information; Binding Effect.**
 - (i) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of DE provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of other states in addition to the state designated above.
 - (ii) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, including without limitation any party asserting an interest in Payment Rights.
11. **Advice, Comprehension of Agreement.** In entering into this Agreement, each Claimant represents and warrants that (i) such Claimant has relied solely upon the legal and tax advice of such Claimant's own attorneys and other advisors, who are the attorneys and advisors of such Claimant's choice, concerning the legal and income tax consequences of this Agreement; and (ii) the terms of this Agreement have been completely read by and explained to such Claimant and are fully understood and voluntarily accepted by such Claimant.
12. **Description of Periodic Payments.** The Periodic Payments are as set forth immediately below or (if not set forth below) as set forth in attached **Addendum No. 1**, which is hereby incorporated in and made a part of this Agreement.

Description of Periodic Payments:

See Addendum No. 1

This Qualified Assignment and Release Agreement is signed in one or more counterparts as of the Effective Date by the following:

Assignor: State of Oregon

Assignee: MetLife Assignment Company, Inc.

By: _____
Authorized Representative

By: _____
Authorized Representative

Title: _____

Title: _____

Claimant(s): Joseph S. Bruns
Joseph S. Bruns, Co-Personal Representative of
the Estate of Brett J.J. Bruns

Approved as to Form and Content:

Claimant's Attorney

Christina M. Bruns
Christina M. Bruns, Co-Personal Representative
of the Estate of Brett J.J. Bruns

Addendum No. 1

Description of Periodic Payments

Attorney (1): **David D. Park**
Date of Birth: 05/15/1955

Payee is an Attorney

Payee Name: **David D. Park**

Benefit(s): 1. **Period Certain Annuity** - \$3,931.34 payable monthly, guaranteed for 10 year(s) which is 120 guaranteed payments, beginning on 01/15/2024, with the last guaranteed payment on 12/15/2033.

Each attorney and the law firm hereby waives and disclaims any and all ownership interest or liens they may have in the settlement proceeds by reason of any applicable state statute, common law Decision or ruling. By their signatures, Claimant and each attorney and the law firm acknowledge that the attorney fee benefit payments are being made at the direction of the Claimant and for the convenience of Claimant.

The Claimant solely for their convenience directs the above payment stream(s) to be paid to David D. Park. The Claimant consents to the above-mentioned portion of the settlement obligation assigned to the assignment company, MetLife Assignment Company, Inc. The assignment company will purchase a Metropolitan Tower Life annuity to fund this obligation in an assignment intended to meet Section 130 of the IRC.

Initials

Assignor: _____ (State of Oregon)

Assignee: _____ (MACI)

Claimant(s): JSB (Joseph S. Bruns)

CMBy (Christina M. Bruns)

Claimant-
Attorney _____ (David D. Park)

Exhibit A

Page 5

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IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

In the Matter of the Estate of:

Case No. 20PB00923

BRETT J.J. BRUNS,

Deceased.

**ORDER AND LIMITED JUDGMENT
APPROVING WRONGFUL DEATH
SETTLEMENT, APPORTIONMENT OF
SETTLEMENT PROCEEDS AND
AUTHORIZATION FOR DISTRIBUTION**

THIS MATTER having come before the Court upon the Petition of Personal Representative for Approval of Wrongful Death Settlement, Apportionment of Settlement Proceeds and Authorization for Distribution,

IT APPEARING to the Court that the settlement of the wrongful death claim for \$2,475,000.00 and commitments from Looking Glass Community Services for additional affirmative relief is appropriate,

IT APPEARING to the Court that costs in the total amount of \$47,794.26 were incurred (\$21,935.17 advanced by Elliot & Park, P.C. and \$25,859.09 advanced by Thorp, Purdy, Jewett, Urness & Wilkinson, P.C.) and attorney fees in the amount of \$808,333.33 (\$404,166.67 payable to Elliot & Park, P.C. and \$404,166.66 payable to Thorp, Purdy, Jewett, Urness & Wilkinson, P.C.) have been incurred in the prosecution of the claim;

IT APPEARING to the Court that the wrongful death settlement beneficiaries are the Co-Personal Representatives and that they have agreed on the apportionment of the remaining net wrongful death settlement proceeds in the amount of \$2,475,000.00 pursuant to ORS 30.020(2)(d); and request the immediate entry of the Order requested herein.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Co-Personal Representatives are authorized to settle the estate's wrongful death claim against the State of Oregon, by and through the Oregon Youth Authority, Looking Glass Community Services, and Nicolas Brown, for \$2,475,000.00 inclusive of attorney fees and costs, along with an agreement for the additional affirmative relief and release of claims set forth in the attached **Exhibit 1**.
2. The Co-Personal Representatives are authorized to execute a release and any other documents necessary to effectuate the settlement.
3. Costs and expenses payable to Thorp, Purdy, Jewett, Urness & Wilkinson, P.C. in the amount of \$25,859.09, to Park & Elliott, P.C. in the amount of \$21,935.17, are approved, and

Exhibit B

THORP, PURDY, JEWETT, URNESS & WILKINSON, P.C.
ATTORNEYS AT LAW
1011 HARLOW ROAD, SUITE 300, SPRINGFIELD, OR 97477
PHONE: (541) 747-3354; FAX: (541) 747-3367

THORP, PURDY, JEWETT, URNESS & WILKINSON, P.C.
ATTORNEYS AT LAW
1011 HARLOW ROAD, SUITE 300, SPRINGFIELD, OR 97477
PHONE: (541) 747-3354; FAX: (541) 747-3367

1 payment thereof is authorized and directed.

2 4. Attorney fees payable to Thorp, Purdy, Jewett, Urness & Wilkinson, P.C. in the
3 amount of \$404,166.66, and Park & Elliott, P.C. its attorney fees in the amount of \$404,166.67
are approved, and payment thereof is authorized and directed.

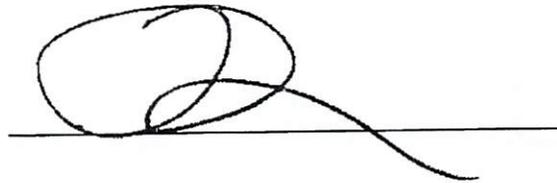
4 5. The apportionment of the remaining net wrongful death settlement proceeds is
5 approved and payment thereof is authorized and directed as follows:

6 One-half (1/2) to decedent's father, **Joseph S. Bruns**; and

7 One-half (1/2) to decedent's mother, **Christina M. Bruns**.

8 6. The Personal Representative shall submit receipts showing the above authorized
9 payments and distributions within 60 days of the date of entry of this Order and Limited
Judgment.

10 9/19/2022 8:17:48 AM

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14 Debra E. Velure, Circuit Court Judge

15
16 **Attorney for Co-Personal Representatives:**

17 Brian J. Millington, OSB #064428
18 THORP, PURDY, JEWETT, URNESS & WILKINSON, P.C.
19 1011 Harlow Road, Suite 300
Springfield, OR 97477
541-747-3354 / Fax: 541-747-3367
Email: bmillington@thorp-purdy.com

20 **Co-Personal Representatives:**

21 Joseph S. Bruns
22 Christina M. Bruns
23 2750 Main Street
Springfield, OR 97477
Telephone: 541-729-1141 and 541-729-0917

24 Exhibit B

25 Page 2