

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7613

AUTHORIZING SETTLEMENT OF EDPA2 LITIGATION

WHEREAS, on December 8, 2022, Emanuel Displaced Persons Association 2 (“EDPA2”) and several individual plaintiffs filed a civil rights lawsuit in federal district court against the City of Portland (the “City”), Prosper Portland (formerly known as the Portland Development Commission), and Legacy Emanuel Hospital for damages arising from an alleged conspiracy to displace Black households from Central Albina beginning in the late 1950s and continuing through the 1970s;

WHEREAS, Prosper Portland and the City of Portland, working under a joint defense agreement, filed a motion to dismiss the litigation on February 27, 2023, which motion was denied;

WHEREAS, the parties mutually agreed to participate in mediation, and concluded after extensive analysis of the facts and applicable law, and taking into account the risks and uncertainties associated with litigation including substantial attorneys’ fees, that settling the litigation on the terms and conditions set forth in the Settlement Agreement, attached as Exhibit A to this Resolution, would be desirable to avoid the time, risk, and expense of defending protracted litigation;

WHEREAS, the Settlement Agreement provides for a cash payment to the plaintiffs of \$7,500,000 from the City (the “City Cash Payment”) and \$1,000,000 from Prosper Portland;

WHEREAS, the City has requested that Prosper Portland separately reimburse the City for a portion of the City Cash Payment;

WHEREAS, in addition to Prosper Portland’s \$1,000,000 cash payment, the Settlement Agreement provides the plaintiffs the opportunity to perform due diligence and potentially acquire the properties commonly known as 240 NE MLK and 3620 NE MLK, which are together valued at \$2,299,180, for a total potential Prosper Portland contribution under the Settlement Agreement of \$3,299,180;

WHEREAS, the Settlement Agreement states that only by separate resolution adopted by the Prosper Portland Board of Commissioners (the “Board”) would the plaintiffs also have the opportunity to acquire 4500 N Albina, and the Board does not intend to adopt such a resolution; and

WHEREAS, Prosper Portland has acknowledged historic wrongdoings to the Black community in N/NE Portland and ongoing displacement impacts in the more recent past and worked to address these impacts through generational collaborations such as the Williams & Russell Project and the Albina Vision Trust Partnership, and through partnership on City initiatives such as the N/NE Housing Strategy and the N/NE Community Development Initiative.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is authorized to settle the above-described legal action on the terms set forth in the Settlement Agreement;

BE IT FURTHER RESOLVED, that 4500 N Albina is not part of the Settlement Agreement;

BE IT RESOLVED, that the Executive Director will separately reimburse the City for a portion of the City Cash Payment in an amount to be determined from funds that are available for this purpose within the Interstate TIF District Fund, provided that there is no impact to the Interstate TIF District's anticipated \$50M in N/NE Action Plan commitments and other related projects;

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute any documents, including intergovernmental agreements, deeds and other closing documents, that they deem necessary or desirable to settle this litigation consistent with the Settlement Agreement and to carry out the terms of the Settlement Agreement and this resolution; and

BE IT FURTHER RESOLVED, that with the affirmative vote of no fewer than four commissioners for this resolution and of all of those present, this resolution will become effective immediately upon its adoption, and otherwise it will take effect thirty days after adoption.

Adopted by the Prosper Portland Commission on June 18, 2025



Pam Feigenbutz, Recording Secretary

SETTLEMENT AGREEMENT

This settlement agreement (“Agreement” or “Settlement Agreement”) is made and entered into by and between: (1) the City of Portland, Oregon (the “City”), (ii) Prosper Portland (“Prosper”), and (iii) plaintiffs Emanuel Displaced Persons Association 2 (“EDPA2”), Gloria Campbell-Cash, Isaac Campbell, Izeal Campbell, Marilyn K. Hasan, Rosie Taylor, Elizabeth Fother-Branch, Bobby Fother, Karen Smith, Alicia Byrd, Brian Morris, Joanne Bowles-Spires, Claude Bowles, Mary Bowles Shoals, Royal Harris, Rahsaan Muhammad, Mike Hepburn, Beverly Hunter, Juanita Biggs, Connie Mack, Travante Franklin, Donna Marshall, Barbara Dumas, Lakeesha Dumas, James Smith Sr., C. Tyrone Dumas, and Valda McCauley (“Plaintiffs”). City and Prosper are referred to collectively as “Municipal Defendants.”

RECITALS

WHEREAS on December 8, 2022, Plaintiffs filed a complaint in the United States District Court for the District of Oregon. The complaint alleged claims for violation of 28 U.S.C. sec. 1985, public nuisance, and unjust enrichment (the “Claims”).

WHEREAS individual Plaintiffs are survivors and descendants of the systematic displacement of Black households from Central Albina beginning in the 1950’s and continuing through the 1970’s.

WHEREAS EDPA2 is an ad hoc community organization made up of survivors and descendants of those whose homes were taken and demolished in Central Albina.

WHEREAS entering into this Agreement the Municipal Defendants acknowledge Portland’s systemic discrimination and displacement harmed Black communities, by excluding them from homeownership and wealth-building opportunities; by denying them access to educational resources, jobs and healthy neighborhoods; and by perpetuating segregation, displacement, and harmful stereotypes through the zoning code, deeds and covenants, lending practices, public housing and urban renewal.

WHEREAS this Agreement is entered into by the Parties in recognition of the significant impacts of the Central Albina displacement.

WHEREAS the parties have concluded this Agreement is desirable to avoid the time, risk, and expense of litigation.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

I. PAYMENT

In exchange for the Release of Claims set forth in Section VIII, below, within fourteen (14) calendar days after the Effective Date, as defined in Section XVI, (the “Effective Date”), Municipal Defendants will make payments to Plaintiffs payable by check or wire transfer to the Albies & Stark trust account, in the sum of \$7,500,000.00 from the City and \$1,000,000.00 from Prosper Portland. These payments, along with the terms and conditions below, shall be in

full and final settlement of Plaintiffs' claims that are being released in Section VIII below.

II. PROPERTY TRANSFER

- A. Property. Prosper owns real property located in the City of Portland, Multnomah County, Oregon, commonly known as 4500 N. Albina Ave. ("4500 N. Albina"), 240 NE MLK Blvd. ("240 NE MLK") and 3620 NE MLK Blvd. ("3620 NE MLK"), which real property is more particularly described on the attached Exhibit A (collectively, the "Real Property"). The Real Property and all appurtenant rights thereto are collectively referred to in this Agreement as the "Property."
- i. Notwithstanding the foregoing, Prosper's Board of Commissioners must separately consider whether to approve the inclusion of 4500 N. Albina as part of the Real Property, for possible conveyance to EDPA2, LLC, as defined in the paragraph below. If, by the Effective Date, Prosper's Board of Commissioners has not approved, by resolution, the inclusion of 4500 N. Albina, then (a) this Agreement will remain in full force and effect; and (b) the "Real Property" and "Property" will include only 240 NE MLK and 3620 NE MLK (and not 4500 N. Albina).
- B. Conveyance. Subject to the terms and conditions below, Prosper will convey up to two of the above properties to one or two limited liability companies to be formed by one or more of the Plaintiffs and to be known, for the purposes of this agreement, as "EDPA2, LLC." Such conveyance is referred to as the "Closing." Plaintiffs will promptly notify Prosper of the formation and final name or names of EDPA2, LLC, and of EDPA2, LLC's notice address or addresses. Plaintiffs represent and warrant to Prosper Portland that at Closing, EDPA2, LLC will be in good standing in the state in which it is organized and that it will have the full power and authority to consummate the transactions contemplated herein.
- C. Property Information. Prosper will search its files, and within three (3) business days following the Effective Date will deliver to counsel for EDPA2 all non-privileged files, books, records and other information regarding the Property to the extent such information is in Prosper's possession or control, including, without limitation, the following: (a) existing title information; (b) surveys of the Property; (c) environmental reports and any other third party reports; (d) utility bills; (e) maintenance records; (f) service contracts; (g) financial records including operating statements and budgets; and (h) any property-specific redevelopment reports or plans. In addition, Prosper will provide copies of all existing leases or licenses covering any portion of the Property and all amendments thereto (collectively, "Leases"). All Leases will be assigned by Prosper and assumed by EDPA2, LLC at Closing, which assignment will be in the form attached as Exhibit B. At Closing, Prosper will provide notice to all tenants of the Property informing them of the

conveyance of the Property and assignment of the Leases to EDPA2, LLC. Until the Closing, Prosper shall notify counsel for EDPA2, if Prosper acquires any new information that would be reasonably expected to have a material effect on the Property and/or the suitability of the Property for EDPA2, LLC's intended use.

- D. Disclaimer Regarding Property Information. Although Prosper has agreed to make available to Plaintiffs and EDPA2, LLC the foregoing information regarding the Property, Prosper and its agents will have no responsibility or liability for the completeness or accuracy of such information, Prosper is making no representation with respect to such documents and information, EDPA2, LLC and Plaintiffs assume and accept the entire responsibility for interpreting and assessing the information provided, and EDPA2, LLC and Plaintiffs will rely solely on EDPA2, LLC's and Plaintiffs' own judgment in making EDPA2, LLC's decision to accept conveyance of the Property. This clause does not apply in the event of knowingly false information supplied by Prosper. Nothing in this paragraph obligates Prosper to undertake any investigation into whether such information is true or false.
- E. Due Diligence; Notice; Title. Prosper will allow Plaintiffs, their agents and consultants access to the Property from the Effective Date until the date that is one hundred twenty (120) calendar days following Effective Date (the "Due Diligence Deadline Date"), for purposes of inspecting the Property and determining whether Plaintiffs and EDPA2, LLC are satisfied, in its sole and absolute discretion, with all aspects of the Property. On or prior to the Due Diligence Deadline Date, EDPA2, LLC will notify Prosper in writing as to whether it would like to proceed to acquire up to two of 4500 N Albina (if such parcel has been approved for inclusion by Prosper Portland's Board), 240 NE MLK or 3620 NE MLK, (the "Property Election Notice"). If Plaintiffs have not delivered the notice described in Section II.B., above, then the Property Election Notice must include notice of the formation and final name or names of EDPA2, LLC, and of EDPA2, LLC's notice address or addresses. If EDPA2, LLC fails to send the Property Election Notice or if the Property Election Notice fails to include the information required, then Prosper's obligation to convey the Property to EDPA2, LLC will automatically terminate. EDPA2, LLC will be responsible for opening escrow and obtaining any title information regarding the Property that it desires from the title company. EDPA2, LLC will have until the date that is ten (10) business days prior to the Due Diligence Deadline Date to object in writing to any liens, encumbrances and other matters reflected by a preliminary title report. All such matters to which EDPA2, LLC objects, together with all other liens and monetary encumbrances other than those which secure payment of current real property taxes levied against the Property, are collectively referred to herein as "Non-Permitted Encumbrances." All other title encumbrances shall be "Permitted Encumbrances." Prosper may, but shall not be obligated to, at its cost, cure, remove or insure around all Non-Permitted Encumbrances and shall give EDPA2, LLC written notice of its intent thereof

within five (5) business days after receiving EDPA2, LLC's objection notice. If Prosper does not elect to cause all of the Non-Permitted Encumbrances to be removed, cured or insured around, and timely written notice thereof is given to EDPA2, LLC, and if EDPA2, LLC nevertheless elects to acquire the affected property as set forth in a Property Election Notice, then such Non-Permitted Encumbrances (other than liens and monetary encumbrances other than those which secure payment of current real property taxes levied against the Property) shall thereafter be Permitted Encumbrances. Until the Due Diligence Deadline Date, EDPA2, LLC shall have the right to process all applications, plans, maps, agreements, documents and other instruments necessary and appropriate to the approval by all applicable governmental authorities for EDPA2, LLC's intended use of the Property. Prosper will, at no material cost or expense to Prosper, fully cooperate with and assist EDPA2, LLC in timely processing such items and, to the extent necessary or appropriate, by executing all such applications or other items and materials as may be necessary or appropriate for the processing of such matters. In addition, Prosper shall furnish to counsel for EDPA2, copies of all non-privileged documents within its possession or control, and authorize the release of all documents not in its possession or control (to the extent they exist and are available at no additional expense to Prosper), that would reasonably be expected to assist EDPA2, LLC in obtaining approval for EDPA2, LLC's intended use of the Property.

- F. Invasive Testing; Indemnity. Prior to conducting any inspection or testing that is invasive, EDPA2, LLC must submit to Prosper a written plan for any such invasive testing which must include a plan to deal with any hazardous materials that may be encountered during such testing, and EDPA2, LLC may not proceed with any such invasive testing or any other sampling or core drilling unless Prosper has approved of EDPA2, LLC's plan in writing (which approval shall be provided or denied within five (5) business days after EDPA2, LLC's request, and may be withheld by Prosper in its reasonable discretion). EDPA2, LLC will conduct any such invasive testing in strict accordance with the plan approved by Prosper. In performing all its examinations and inspections of the Property, EDPA2, LLC, and Plaintiffs will use reasonable efforts to minimize any interference with any tenants' or licensees' use of the Property, and EDPA2, LLC and Plaintiffs will indemnify, defend, and protect Prosper against and hold Prosper harmless from all losses, costs, damages, liabilities and expenses, including attorneys' fees and defense costs, resulting from any acts or omissions of Plaintiffs, EDPA2, LLC or EDPA2, LLC's or Plaintiffs' representatives in connection with their entry upon, or inspection or investigation of, the Property; provided, however, that the foregoing indemnity will not apply to any such claims, liabilities, damages, liens, attorneys' fees, penalties, demands, causes of action and suits to the extent arising out of or resulting from the negligence of Prosper, its agents, employees or service providers. This indemnification obligation will survive the Closing or termination of this Agreement.

- G. Closing. The Closing will occur in escrow on a date selected by EDPA2, LLC no more than one hundred fifty (150) calendar days following the Effective Date (the “Closing Date”) at a title company selected by EDPA2, LLC. EDPA2, LLC will notify Prosper of the title company and the Closing Date in the Property Election Notice, which Closing Date will be no earlier than 30 days after Prosper’s receipt of the Property Election Notice. At Closing, Prosper will convey the Property identified by EDPA2, LLC to EDPA2, LLC by statutory warranty deed, subject to all encumbrances of record, but free and clear of all Non-Permitted Encumbrances and all other liens and monetary encumbrances other than those which secure payment of current real property taxes levied against the Property. If, after the Due Diligence Deadline Date but before the Closing, EDPA2, LLC learns of any new fact that EDPA2, LLC believes would materially adversely affect the Property or EDPA2, LLC’s intended use thereof, then EDPA2, LLC may exclude the affected parcel from the Property to be conveyed to EDPA2, LLC at Closing, such election to be made by written notice to Prosper.
- H. Costs; Prorations. Prosper and EDPA2, LLC will timely deposit such deposits, monies, and documents with the title company as may be reasonably requested by a party or by the title company or as are necessary for the conveyance of the Property in accordance with this Agreement. Prosper will pay the premium for a standard ALTA form owner’s title policy of title insurance insuring EDPA2, LLC’s title to the Property subject only to Permitted Encumbrances (the “Title Policy”); provided, however, if EDPA2, LLC elects to obtain an ALTA extended form policy of title insurance, EDPA2, LLC will pay the difference in the premium relating to such election. Prosper and EDPA2, LLC will each pay one-half (1/2) of the escrow fees and all other closing costs charged by the title company. EDPA2, LLC will pay any excise tax and/or transfer tax, and the costs for recording the deed(s). All property taxes attributable to the year in which the Closing occurs will be prorated as of the Closing Date. Taxes and assessments that relate to the Property and owing as of Closing, whether or not those taxes or assessments would constitute a lien against the Property at Closing, will be satisfied by Prosper at or prior to Closing (and such amounts will also be prorated). All rents or income generated from the Property will be prorated as of the Closing Date. If requested by EDPA2, LLC, Prosper will terminate all utility service and any service contracts on the Property prior to Closing.
- I. Post-Closing Obligations. If the amount of any proration cannot be determined at the Closing, the adjustments will be made between the parties as soon after Closing as possible. After Closing, Municipal Defendants will not provide technical or financial assistance regarding the ownership, operation, or development of the Property.

- J. AS-IS Sale. At Closing, Plaintiffs and EDPA2, LLC will have examined and investigated or will have had the opportunity to examine and investigate the Property to its own satisfaction and will have formed its own opinion as to the condition (including environmental condition) and value thereof. Plaintiffs and EDPA2, LLC have not and will not rely on any statements or representations from Prosper or any person acting on behalf of Prosper as to any matters concerning or that might in any manner affect the Property, including, without limitation, the following: (i) the size or area of the Property; (ii) the location of corners or boundaries of the Property; (iii) the physical condition of the Property, including but not limited to, physical or geotechnical properties above or below the surface of the Property or the environmental condition adjacent, above or below the surface of the Property or compliance with environmental laws and other governmental requirements; (iv) the ability of Plaintiffs and/or EDPA2, LLC to use the Property or any portion thereof for any intended purpose; (v) the impact of any requirements of any other code or regulation; and (vi) any title matters. EDPA2, LLC is acquiring the Property in the condition existing at the time of Closing, AS-IS, with all defects, if any, and Plaintiffs and EDPA2, LLC waive, release and forever discharge the City of Portland, Prosper and Prosper's predecessors, former owners, successors and assigns, from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorneys' fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way grow out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law applicable to the Property. This Section will survive Closing.
- K. STATUTORY WARNING. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING

TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

- L. Plaintiffs' election not to form EDPA2, LLC, or EDPA2, LLC's election not to acquire one or more of the parcels of Property described in this Section II, will not be deemed the incompleteness of the terms of this Section II, a failure to perform any of the provisions of this Agreement, or grounds to rescind, modify, reform, or otherwise change or void this Agreement.

III. KELLER AUDITORIUM RENOVATIONS

On October 10, 2024, Portland City Council passed Resolution 37680 related to the renovation of Keller Auditorium. Pursuant to this Resolution, the City is presently undertaking a market feasibility analysis to direct a further financing strategy for potential renovation of the Keller space. The City makes no assurances through this Settlement Agreement that any Keller renovation will proceed and the following terms are non-transferrable to other projects. Should the Keller renovation proceed, the following terms will be enforced:

- A. Plaintiffs will curate a non-staffed display in a prominent interior area of the renovated Keller Auditorium. The City will provide general maintenance and upkeep of the display. The City will not provide additional funding for art or display acquisition.
- B. The City will make a reasonable effort to appoint to relevant Keller renovation planning/design committees at least two persons who, in their applications to serve on such committees, indicate that they are from families displaced by the Emanuel Hospital urban renewal project in Central Albina in the 1960s and 1970s ("Displaced Families"). The City will have no obligation to investigate applicants' representations in this respect.
- C. To the maximum extent allowed by law, starting with the Effective Date of this Agreement, the City will provide a 10-year hiring preference for Displaced Families' descendants for City-directed hiring at Keller Auditorium. This term does not include a hiring preference for any non-City entities.

IV. CITY PROCLAMATION OF DESCENDANTS' DAY

On an annual basis, beginning in 2025 and continuing for a period not less than five (5) years, the City shall declare/proclaim an annual Descendants' Day, and the City will promote associated community events.

Plaintiffs shall have the right to obtain a temporary license from Prosper to use the MLK Heritage Marker located at 400-498 NE Hancock St. on the following terms and conditions. So long as Prosper remains the permit holder managing this right-of-way, the use or management of the site has not changed to preclude use by the public for events, and no other third-party has reserved the site for the requested dates, Prosper will grant such Plaintiff(s) a temporary license on its standard form of agreement to use the site for up to 3 days at a time, up to four times per year. These limits apply collectively to all Plaintiffs, regardless of the individual Plaintiff(s) who request the permit. Prosper will not charge any license fees. Notwithstanding the foregoing, in the event of any material breach of the license agreement by the Plaintiff(s), Prosper may, in its discretion, elect not to issue a subsequent license for this use.

V. LETTER OF SUPPORT FOR GRANT-FUNDED CENTRAL ALBINA DOCUMENTARY

For ten years, Municipal Defendants agree to provide a letter of support in connection with any plaintiff's application for a grant-funded documentary about Central Albina. This does not apply to grants offered or administered by Municipal Defendants.

VI. DISPUTE RESOLUTION

A. Meet and Confer Obligation. If any Party believes that a dispute exists relating to any violation of or failure to perform any of the provisions of the Settlement Agreement ("Dispute"), it shall notify the other Party in writing and describe the alleged violation or failure to perform with particularity. The Party alleged to have committed the violation or failure to perform shall provide a written response within ten (10) business days of receipt of such notice, and shall have a period of thirty (30) calendar days, from receipt of notice from the other Party that they have violated or failed to perform, to cure the alleged violation or failure to perform. If the Party alleging a violation or failure to perform maintains that the violation or failure to perform has not been cured, the Parties shall meet and confer, in person or by telephone, and attempt to resolve the dispute on an informal basis for a period of no more than thirty (30) calendar days following the expiration of the time to cure the alleged violation, unless the Parties mutually agree to an extension.

B. Mediation Obligation. If the Parties are unable to resolve a Dispute through the meet and confer process described in the prior section, the Parties shall mediate in an effort to resolve the matter. The Parties shall have thirty (30) calendar days to jointly select a neutral mediator. The mediation shall be conducted in the manner determined by the mediator, and the Parties shall engage in good-faith efforts to resolve the Dispute through such mediation.

C. Settlement Agreement Enforcement Following Mediation. If the Parties are unable to resolve a Dispute regarding either Party's performance under the Settlement Agreement through the mediation process described in Section VI.B, either Party may provide the other with written notice of its intent to enforce the Settlement Agreement. Thereafter, either Party may file a motion with the U.S. District Court to enforce the Settlement Agreement.

D. Governing Law. The terms of this Agreement shall be construed pursuant to the laws of the State of Oregon, without regard for its choice of law principles, with respect to principles of common law contract interpretation.

VII. ATTORNEYS' FEES, EXPENSES AND COSTS

A. Attorneys' Fees. All parties will bear their own attorneys' fees, costs, and expenses related to this litigation.

B. Attorneys' Fees, Expenses, and Costs Arising from Dispute Through Court Motion. All parties will bear their own attorneys' fees, costs, and expenses related to any motion, suit or other proceeding brought with respect to this Settlement Agreement, or in any appeal therefrom.

VIII. RELEASE OF CLAIMS

In consideration for the Municipal Defendants' commitments set forth in the Settlement Agreement, each of the Plaintiffs, on behalf of themselves and their respective heirs, assigns, successors, executors, administrators, agents, and representatives in their capacity as such ("Releasing Parties") will, upon the Effective Date, fully and finally release, acquit, and discharge the Municipal Defendants, including their insurers, agents, lawyers, officers, and commissioners, from any and all claims, allegations, demands, charges, complaints, actions, lawsuits, rights, liabilities, losses, injuries, obligations, disputes and causes of action (collectively, "Claims") of any kind, and whether known or unknown, suspected or unsuspected, asserted or unasserted, or actual or contingent, for monetary relief and injunctive, declaratory, or other non-monetary relief, however described, that relate to legal theories or facts alleged, or that could have been alleged, in the Lawsuit.

IX. DISMISSAL OF LAWSUIT AND JURISDICTION

Not less than twenty-one (21) calendar days after the payment described in Section I, Plaintiffs will move to dismiss this lawsuit with prejudice. The motion will state that the dismissal is with prejudice and without costs or fees awarded to any party. The U.S. District Court will retain jurisdiction of this Lawsuit to enforce this Agreement.

X. DRAFTING OF THIS AGREEMENT AND COOPERATION

The Parties acknowledge and agree that this Agreement shall for all purposes be deemed jointly drafted and fully negotiated, and as a result, shall not in any manner be interpreted in favor of, or against, any particular Party by reason of being the drafting Party. Any rule of law that would require interpretation of any ambiguities or uncertainties in this Agreement against one of the Parties shall have no application and is hereby expressly waived. The Parties and their counsel shall cooperate with each other to prepare and jointly present to the Court such pleadings or other materials as may be reasonably necessary or appropriate to effectuate the provisions of this Agreement, including but not necessarily limited to pleadings or other requests for an order(s) of the Court to retain jurisdiction of this Lawsuit as provided in Section IX.

XI. AUTHORITY

Each of the Parties represents, warrants, and agrees that they have the full right and authority to enter into this Agreement, and that the person executing this Agreement has the full right and authority to commit and bind such Party.

XII. EXECUTION BY FACSIMILE AND IN COUNTERPARTS

This Agreement may be executed by the Parties in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement. Facsimile and PDF signatures shall be accepted as originals.

XIII. FORCE MAJEURE

The obligations of the Municipal Defendants set forth in this Agreement may be postponed if the postponement is caused by or attributable to a force majeure (that is, due to acts of God, war, acts or requirements of government other than the Municipal Defendants, terrorism, disaster (including power outages), strikes, civil disorder, severe weather, very unhealthy air quality, pandemics, cyberattacks, or an emergency beyond the Municipal Defendants' control) that makes it illegal or impossible for the Municipal Defendants to perform relevant obligations. Under this provision, the Municipal Defendants' obligations may be tolled for the period of the force majeure's effect.

XIV. GOVERNING BOARD APPROVAL

The Parties understand and agree that this Agreement is subject to review and approval by the City Council for the City of Portland, and that the Parties shall have no obligation hereunder unless and until such approval is obtained, and the required ordinance is adopted and becomes effective. Specific procedures and timelines for approval and effective dates are set forth in City Charter Sections 2-120 through 2-124 and are incorporated here by reference.

In the event the City Council for the City of Portland shall decline to approve this Agreement, this Agreement shall be null and void, all obligations hereunder shall cease and the Parties shall be returned to the status quo existing before February 3, 2025. The City shall submit this Agreement, and the proposed ordinance effectuating it, to the City Council for its approval within thirty (30) calendar days of the Parties' agreeing on the final text of this Agreement, as indicated in writing by counsel for each party. In the event that the City Council fails to approve this Agreement within ninety (90) calendar days of presentation, either Party may give written notice to counsel for the other Party that it withdraws its agreement to this Agreement, in which case this Settlement Agreement shall immediately be null and void and all obligations hereunder shall cease. Should that happen, the litigation shall resume the status it held before February 3, 2025.

The parties further understand and agree that this Settlement Agreement is subject to review and approval by the Prosper Portland Board of Commissioners, and that the Parties shall have no obligation hereunder unless and until such approval is obtained, and the required ordinance or resolution is adopted and becomes effective. In the event the Prosper Portland Board of Commissioners shall decline to approve this Settlement Agreement, this Settlement Agreement shall be null and void, all obligations hereunder shall cease and the Parties shall be returned to the

status quo before February 3, 2025. Prosper shall submit this Agreement, and the proposed resolution effectuating it, to its Board of Commissioners for its approval within thirty (30) calendar days of the Parties' agreeing on the final text of this Agreement, as indicated in writing by counsel for each party. In the event that the Board of Commissioners fails to approve this Agreement within ninety (90) calendar days of presentation, either Party may give written notice to counsel for the other Party that it withdraws its agreement to this Agreement, in which case this Agreement shall immediately be null and void and all obligations hereunder shall cease. Should that happen, the litigation shall resume the status it held before February 3, 2025.

XV. ALL CLAIMS DISPUTED BUT RESOLVED; NO ADMISSION OF LIABILITY

This Agreement expresses the full and complete settlement of any and all pending or possible claims, and allegations, that Plaintiffs have, have had, or could have brought against Municipal Defendants, as described in Section VIII above. This Agreement is a settlement of disputed claims and is not an admission that Municipal Defendants are liable for any of the Claims, or of any facts or disputed legal issues relating in any way to the Claims. Municipal Defendants expressly deny liability, while Plaintiffs maintain the validity of their claims.

XVI. EFFECTIVE DATE

The Effective Date of this Agreement is when all of the following have occurred: (a) all parties have signed the Agreement; (b) the Prosper Portland Board of Commissioner's resolution approving this Agreement has become effective per its charter; and (c) the City Council ordinance approving the Agreement has become effective per City Charter 2-123.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates set forth opposite their respective signatures.

DATED: _____, 2025

THE CITY OF PORTLAND

By: _____

Its: _____

DATED: _____, 2025

PROSPER PORTLAND

By: _____

Its: _____

PLAINTIFFS

DATED: _____, 2025

Emanuel Displaced Persons Association 2

By: _____

Its: _____

DATED: _____, 2025

Gloria Campbell-Cash

DATED: _____, 2025

Isaac Campbell

DATED: _____, 2025

Izeal Campbell

DATED: _____, 2025

Marilyn K. Hasan

DATED: _____, 2025

Rosie Taylor

DATED: _____, 2025

Elizabeth Fouter-Branch

DATED: _____, 2025

Bobby Fouter

DATED: _____, 2025

Karen Smith

DATED: _____, 2025

Alicia Byrd

DATED: _____, 2025

Brian Morris

DATED: _____, 2025

Joanne Bowles-Spires

DATED: _____, 2025

Claude Bowles

DATED: _____, 2025

Mary Bowles Shoals

DATED: _____, 2025

Royal Harris

DATED: _____, 2025

Rahsaan Muhammad

DATED: _____, 2025

Mike Hepburn

DATED: _____, 2025

Beverly Hunter

DATED: _____, 2025

Juanita Biggs

DATED: _____, 2025

Connie Mack

DATED: _____, 2025

Travante Franklin

DATED: _____, 2025

Donna Marshall

DATED: _____, 2025

Barbara Dumas

DATED: _____, 2025

Lakesha Dumas

DATED: _____, 2025

James Smith Sr.

DATED: _____, 2025

C. Tyrone Dumas

DATED: _____, 2025

Valda McCauley

4930-7478-3551



RESOLUTION NO. 7613

RESOLUTION TITLE:

AUTHORIZING SETTLEMENT OF EDPA2 LITIGATION


Adopted by the Prosper Portland Commission on June 18, 2025

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Marcelino J. Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Felisa Hagins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Michi Slick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Serena Stoudamire Wesley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda				

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Prosper Portland Commission and as duly recorded in the official minutes of the meeting.

	Date: June 25, 2025
Pam Feigenbutz, Recording Secretary	