



Oregon Department of Public Safety Standards and Training Professional Standards Complaint Form

The mission of DPSST is to promote excellence in public safety by delivering quality training and developing and upholding professional standards for Oregon's police, fire, corrections, parole and probation, regulatory specialists (OLCC), telecommunications, and emergency medical dispatch personnel, as well as private security providers, private investigators and polygraph examiners.

Who is your complaint against?

- | | | |
|--|--|---|
| ☒ Police Officer | ☐ Corrections Officer | ☐ Parole and Probation Officer |
| ☐ Telecommunicator | ☐ Emergency Medical Dispatcher | ☐ Fire Service Professional |
| ☐ Private Security Provider | ☐ Private Investigator | ☐ Regulatory Specialist (OLCC) |
| ☐ Polygraph Examiner | ☐ Instructor (Criminal Justice) | ☐ _____ |

Name of the individual/agency/business: Sgt. Kent Vander Kamp

Employing agency/business, if applicable: Deschutes County Sheriff's Office

Please describe what happened in detail. Include as much information and documentation as possible:
(Attach additional pages if needed)

Please see attached

List any steps taken to date to resolve this complaint. (Contacted individual, contacted Dept. of Justice, etc.)

Please see attached

I certify that the information provided on or with this form is true and correct to the best of my knowledge. I understand that upon receipt of this complaint, the individual/agency/business being complained against and the employing agency/business may be notified of the complaint and my identity.

Signature: [REDACTED] Date: 12/6/2023
Your Name: [REDACTED] Title: (Mr., Mrs., Ms., etc.) [REDACTED]
Mailing Address: [REDACTED]
City: Powell Butte State: OR Zip Code: [REDACTED]
Day Time Phone: [REDACTED] Email Address: [REDACTED]
Best way to contact you: ☐ By mail ☒ By phone ☒ By email

☐ I am currently a police or reserve officer.

☒ I am requesting my name, home address, personal telephone number and email address remain confidential pursuant to ORS 192.355(4).*

* If you request confidentiality, the Department will not disclose your personal identifying information to members of the public to the extent permitted under Oregon Public Law (ORS Chapter 192). **PLEASE NOTE: Release of your identity to the individual/agency/business being complained against and the employing agency/business will most likely be necessary for investigative purposes.**

IMPORTANT INFORMATION:

DPSST's jurisdiction is limited to the standards required for certification or licensure. These standards can be found in Oregon Administrative Rule Chapter 259. If you have questions about this form, your complaint or the jurisdiction of DPSST, please contact DPSST (503) 378-2100 or by email at DPSST.Complaints@dpsst.oregon.gov (NOTE: Due to limited staffing you may be directed to leave a voicemail or submit your questions in writing to facilitate a response.)

You will receive verification of DPSST's receipt of your complaint by return mail. The individual subject to this complaint, and in some cases their employer, will be notified of the nature of the complaint and may be provided with copies of this complaint and any enclosures.

All information provided on this form is subject to Oregon's Public Records Law (ORS 192.410 to 192.505). DPSST may be required to release the information provided on this form, including your identity, if requested.

Completed forms can be mailed to: DPSST, Attn: Professional Standards, 4190 Aumsville Hwy SE, Salem, Oregon 97317

Completed forms can be emailed to: DPSST.Complaints@dpsst.oregon.gov

DATE: 12/6/2023

TO: Oregon Department of Public Safety Standards and Training
Oregon State Police
Oregon BOLI

FR: [REDACTED] [REDACTED]

RE: Complaint

I contacted the Oregon State Bar (OSB) to request assistance regarding how to proceed with this matter. OSB staff referred me to an attorney who I paid for legal advice prior to filing this complaint.

BACKGROUND

I was co-founder and Executive Director of Clear Alliance, a statewide educational non-profit organization, EIN [REDACTED], which was incorporated on or about 1/27/2015. Approximately 2018 Sgt. Kent Vander Kamp joined as a board director for Clear Alliance representing Deschutes County Sheriff's Office on the board, as approved by Sheriff Shane Nelson.

STEPS TAKEN TO RESOLVE THE MATTER

Between 2021-2023 I reported concerns of unethical and/or unlawful conduct among some of the board directors to the Clear Alliance Board.

The unethical and/or unlawful conduct continued or worsened, and on 3/23/23, I filed an Oregon BOLI complaint (File #23-03299) against Board Directors Sgt. Kent Vander Kamp, Marlys Alger, and Belinda Ballah. Clear Alliance's attorney Peter Hicks and Sgt. Kent VanderKamp were notified the BOLI complaint was filed the same day. BOLI informed me that due to their lack of staffing and a high number of cases it would be 23-25 weeks (likely August 2023) before they could review my complaint.

The unethical and/or unlawful conduct continued or worsened and non-profit laws and Clear Alliance's bylaws were not being followed. On 4/12/23, three other board directors (Connie Ramaekers, Retired Circuit Court Judge Gary Thompson, and Pam Pearce), plus Finance Controller Kim Johnston and I filed a joint complaint with the Oregon Department of Justice Non-Profit Division against Sgt. Kent VanderKamp, Marlys Alger, and Belinda Ballah. The staff we communicated with at DOJ were Frank Najar and Laurie Conforth. On 5/18/23 I received an email written by Sgt. Kent VanderKamp that said he met with DOJ investigators regarding the matter, they were satisfied with his rebuttal, and have closed the case. His email was forwarded to Laurie Conforth at DOJ. Ms. Conforth replied that the case was not closed, and she could not share investigative work product while cases are active. Sgt. VanderKamp replied again stating he considered it closed.

On 4/28/23 Madras Police Chief Tim Plummer approached me at the Oregon DUII Conference in Canyonville to discuss the strange 3/25/23 DPSST complaint filed against OSP Troopers Caleb and April Ratliff, as Chief Plummer and I were both contacted by OSP Lt. Jason Calloway to be interviewed. Finance Controller Kim Johnston and I informed Chief Plummer about the difficulties we were going through at Clear Alliance and the suspicious timing of the DPSST complaint as my BOLI complaint was filed two days prior (on 3/23/23).

In May 2023 I was informed that Sgt. Kent VanderKamp made a false statement about Madras Police Chief Tim Plummer and I. Sgt. Kent VanderKamp's statement was documented in board meeting minutes by Board Secretary Marlys Alger (see copy of draft board minutes). Board Director Connie Ramaekers, Finance Controller Kim Johnston, and I had a conference call with Chief Tim Plummer. Connie Ramaekers read Chief Plummer the statement Sgt. Kent VanderKamp said about him at the board meeting. Chief Plummer said he made no such statement to Sgt. VanderKamp. Chief Plummer informed Connie Ramaekers that Clear Alliance board directors could file an ethics complaint with DPSST against Sgt. VanderKamp. I was informed other board directors were too intimidated by Sgt. VanderKamp to file a DPSST complaint considering other complaints had already been filed with state agencies with no intervention.

The unethical and/or unlawful conduct continued or worsened, and on 5/19/23 I updated and submitted an amended BOLI complaint (File #23-03299).

On 10/9/23 I called and spoke with Jennifer at DPSST to request if I could have a call back to discuss the DPSST complaint process prior to filing a written complaint. Jennifer said yes and informed me to make this request in writing to dpsst.complaints@dpsst.oregon.gov, which I did. I received an email back from DPSST on 10/10/23 that stated a staff person would call me later that week. I did not receive a call.

With no assistance available from Oregon BOLI, DOJ or DPSST, combined with the information I was receiving that Sgt. Kent VanderKamp often made Clear Alliance business decisions unilaterally or selectively with one or two board directors and excluded other board directors from meeting with Clear Alliance's attorney(s), I was financially and mentally exhausted from paying two employment attorneys and a workers compensation attorney to resolve the matter. I was advised and believed I had no other choice but to sign a settlement agreement with the terms provided - and I didn't agree with some of the terms. For example, my attorney made it clear in writing I didn't want to sign a non-disparagement clause. I didn't want to sign a non-disclosure or a non-disparagement clause because I didn't want to be prevented from telling the truth and/or helping to prevent someone else from going through what I went through.

On 11/3/23 Sgt. Kent VanderKamp and I signed a settlement agreement, which became effective on 11/11/23.

NEW COMPLAINT

On 11/10/23 I was informed of email correspondence from Sgt. Kent Vander Kamp that indicated he planned to violate section 9 of the settlement agreement by sending a team of people to meet with me when I picked up my personal belongings. On 11/10/23, with the goal of preventing my employer from breaching the agreement, I emailed the five Clear Alliance Board Directors and their

two attorneys, Breanna Thompson and Peter Hicks, and confirmed 11/12/23 at 10am was our mutually agreed upon time for my family, friends, and I to remove my personal belongings from Clear Alliance's property by copying and pasting section 9 from the settlement agreement to remind board directors and their attorneys they agreed to have one person from Clear Alliance present.

On 11/11/23 the settlement agreement Sgt. Kent VanderKamp and I signed became effective. My unemployment was classified as an involuntary resignation. (see 11/3/23 settlement agreement)

On 11/12/23 section 9 of the settlement agreement was breached. Instead of one person, both Sgt. Kent VanderKamp and Marlys Alger were present. My family, friends, and I (nine of us) said nothing about the breach and proceeded packing up my furniture and the other personal items that were spread throughout Clear Alliance's property. After an hour or more of packing up my personal belongings, Sgt. Kent VanderKamp abruptly initiated a confrontation by stating that we could not retrieve my personal items out of the basement, and that this was not allowed by the settlement agreement. This was dishonest. My family members informed Sgt. VanderKamp he was incorrect, and we were allowed to retrieve my items off the property. Sgt. VanderKamp then stood by the basement door and threatened to call the police on us if we went into the basement. Marlys Alger just sat nearby watching. My father, a retired OSP trooper, told Sgt. VanderKamp to go ahead and call the police. I offered to read section 9 of the settlement agreement and Sgt. VanderKamp did not want to hear it. I read it anyway. As the matter continued to verbally escalate, member(s) of my group called the police to prevent it from becoming physical. My father informed Sgt. VanderKamp that he took care of calling the police. Sgt. VanderKamp then asserted his law enforcement knowledge to my father by saying that they both knew the police weren't going to do anything about it because it was just a civil matter. There was a delay in police response, and then Officer Miller from Prineville Police Department responded. She announced she was recording with her body camera and members of my family said they too have been recording with their phones. Marlys Alger was observed recording at times as well (see video footage). My husband explained what had just happened as did other family members, and the police officer said because this was a civil matter she couldn't help. She asked me if I had the contract with me and I said yes. She recommended I contact my attorney and the Crook County Sheriff's Office Civil Department and schedule an appointment with a deputy. I informed Officer Miller that Sgt. Kent VanderKamp **is a deputy** with Deschutes County Sheriff's Office. I didn't understand how a law enforcement officer could behave like this and not follow a legal agreement. Officer Miller turned to Sgt VanderKamp and said she didn't know him, and it was nice to meet him. I saw Sgt VanderKamp acknowledge her but didn't say anything back to her. Officer Miller warned everyone if it became physical, she would be back to take someone to jail, and she later left. (On 12/1/23 I submitted a public records request to Prineville Police Department and the City of Prineville for all related records, including but not limited to body camera footage, the calls made to the police requesting assistance, and related communications).

On 11/13/23 my attorney emailed Clear Alliance's attorney and informed her that the settlement agreement had been breached and the police were called to the office. (see 11/13/23 email correspondence between attorneys)

Around this same time I was contacted by Intake/Investigator Holly Cole with BOLI to answer questions and provide a status update on my BOLI complaint #23-03299. I was given a due date of

11/15/23 to respond. I asked if I could have more time answering her questions and explained I was concerned about my employer breaching the settlement agreement and I didn't know what to do.

A few days later, on 11/17/23, Sgt. Kent VanderKamp breached the settlement agreement again by not cooperating to remove my name and personal security information from Clear Alliance accounts as required in Section 8 of the agreement (see email correspondence between Sgt. Kent VanderKamp and I regarding Vyond, Stripe, Go Daddy, and Facebook accounts). My attorney notified Clear Alliance's attorney of this breach and sent one of the email conversations between Sgt. VanderKamp and I to show evidence of the breach. My attorney asked Clear Alliance's attorney to step in as Sgt. VanderKamp appeared to be changing login and notification information to himself or others at Clear Alliance, but still leaving me as the person financially responsible on some of the accounts (i.e. Stripe, Go Daddy, etc). Clear Alliance's Attorney Ms. Thompson wrote back to my attorney that she was confident they could get it resolved by Monday November 20, 2023. (see 11/17/23 email correspondence between attorneys). Ms. Thompson still has not responded as she indicated she would.

After I became unemployed on 11/11/23 I filed for unemployment. I have not been able to effectively use my personal security information, including my social security number, to file my weekly required unemployment claim online or through the automated phone system. I have also recently experienced identity theft/fraud of my personal security information. On 10/16/23 I was contacted by Oregon Employment Department (OED) Fraud Investigator Jeremy Walker and informed my identity was used by a fraudulent actor to file a claim on 9/21/23 (see 10/16/23 email from Jeremy Walker with OED). Investigator Jeremy Walker and his colleagues are continuing to assist me in figuring out what is going on with my identity and security information regarding my unemployment claim so I can comply with the weekly requirements. I also inquired of my bank for a credit report as my credit score has decreased in recent months. Recently I received a letter dated 12/4/23 from Welltok, a company representing Pacific Source Health Plans (Pacific Source is Clear Alliance's medical insurance provider), informing me that they had an event that may affect the security of my personal information. As of 12/6/23 I have not been approved for unemployment benefits as my claim is under investigation by OED for my involuntarily resignation.

On 11/17/23, after informing Holly Cole with BOLI that my settlement agreement had been breached, I still completed steps to follow the settlement agreement by emailing Holly Cole at BOLI stating the following: "In accordance with the settlement agreement that I signed, I am withdrawing my BOLI complaint #23-03299. Thank you, [REDACTED] [REDACTED]"

On 11/19/23 I contacted Crook County Sheriff's Office as referred by Officer Miller with Prineville Police Department on 11/12/23. I discussed the matter with Sheriff John Gautney and was referred to file a complaint with DPSST and Oregon State Police.

On 11/27/23 I received a letter from Holly Cole at BOLI stating that my complaint will be placed into inactive status with BOLI, that I have one year from the most recent date of harm to file a complaint, and if new issues arise that BOLI may have jurisdiction over to contact BOLI.

On 11/28/23 I sent an email to the Clear Alliance board directors and their two attorneys stating: "Kent, Belinda, Marlys, Connie, Gary, Ms. Thompson and Mr. Hicks, I have completed my part of

section 8 of the settlement agreement. Please reply and confirm that you have removed my name, social security number, date of birth, and any of my contact information from ALL of Clear Alliance accounts by December 5, 2023. Thank you [REDACTED] [REDACTED]
As of 12/6/23 I received no response to this email.

I continue to be contacted or informed by business partners that Clear Alliance is still conducting business in my name. There are also accounts where I am still listed as the responsible party. On 11/29/23 I was informed by a grant funder that Sgt. Kent VanderKamp submitted a federal grant reimbursement request in my name. On 11/30/23 Cheryl Colletti from United States Business Registration (USBRI) called me to renew Clear Alliance's payment for federal contract services. I asked Cheryl if my name and information still shows me as the person responsible for the Clear Alliance account; she said yes. I informed her I am no longer employed at Clear Alliance and asked if I could remove myself from the account. She said no, as the account is in the company name therefore the company, Clear Alliance, must send notification to remove me. I asked her to please email both info@clearalliance.org and I so this can be resolved. On 12/1/23 I followed up and was informed by Dustin at Vyond that the account was accessed, and my name was removed as a user of the curriculum subscription, but I was still listed as the authorized person for the billing of the account. (see 12/1/23 email between Vyond customer service and I).

On 12/6/23 I received records, including audio and video, from Prineville Police Department (PPD) of the 11/12/23 incident. Staff Sam at PPD referred me to the IT department at the City of Prineville for any related emails or communications.

SUMMARY OF CONCERNS

I believe I am continuing to be retaliated against and harmed by Sgt. Kent VanderKamp. I am very concerned about why and how my identity is being used by Sgt. Kent VanderKamp and/or Clear Alliance staff to conduct business against my permission, and against the settlement agreement. I am also concerned about Sgt. Kent VanderKamp's dishonesty and his unethical and/or unlawful conduct while utilizing his authority as a law enforcement officer to represent Deschutes County Sheriff's Office on the CLEAR Alliance board. I am concerned other board directors are intimidated by him and that he may be utilizing Clear Alliance financial resources for his own personal gain and interests. This includes payments Sgt. Kent VanderKamp, or his company/companies, may receive from Clear Alliance, and utilizing Clear Alliance's financial resources for attorney representation to defend his conduct.

Since Sgt. Kent VanderKamp is a law enforcement officer I am asking for government agencies to intervene in an expedited manner for the above-mentioned reasons. Sgt. Kent Vander Kamp's conduct has caused, and continues to cause, significant pain and suffering to my family and I, both financially and with added mental stress. Additionally, the ongoing retaliatory conduct and unresolved matters interfere regularly with the college training program I have paid to be enrolled in to start a new career.

I have been in contact with the Oregon State Bar staff several times (staff ID #12813). I have also contacted numerous attorney offices to request an attorney with the expertise to assist me further with this matter. To date, I have not found a new attorney yet to assist me because either they have already represented Sgt. Kent VanderKamp, or they are overwhelmed with cases, or they don't have

expertise in law enforcement misconduct. I am continuing to search for an attorney.

I am unclear which government agency or agencies have jurisdiction over this complaint and the investigative protocols that may follow from this point forward. Please let me know if I should send Prineville Police Department, Crook County Sheriff's Office, Deschutes County Sheriff's Office, Oregon Department of Justice, or another state or federal agency this complaint.

Thank you for your assistance in this matter. I look forward to your response.

Respectfully,

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SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release ("Agreement") is entered into by Children Learning through Education and Research Alliance, Inc. dba CLEAR Alliance ("Company") and United States Liability Insurance Company ("USLI"), (collectively "Releasees") and [REDACTED] ("Complainant [REDACTED]"), collectively referred to as "the Parties."

RECITALS

- A. Complainant [REDACTED] was employed by Company as its Executive Director.
- B. Complainant [REDACTED] made complaints regarding her employment with Company.
- C. Company desires to settle all matters arising out of or relating to Complainant [REDACTED] employment without admitting wrongdoing.
- D. To avoid the expense and time litigation requires, the Parties have now agreed to settle, fully and finally, all differences between them, known and unknown, up to the effective date of this agreement.
- E. The effective date of this agreement is the expiration of the seven-day revocation period following the execution of this Agreement and/or upon the receipt of W-9's for Complainant [REDACTED] and her attorney, whichever is later. Complainant's last date of employment shall be the effective date of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and promises set forth herein, it is agreed as follows:

TERMS OF AGREEMENT

1. **Nonadmission of Liability.** This Agreement is entered into in compromise of all disputed claims, known and unknown between the Parties. All Parties acknowledge that the execution of this Agreement is not in any way an admission of wrongdoing or liability on the part of any party. The Parties intend, by their actions pursuant to this Agreement, to avoid the expense, delay, and burden of further litigation.

2. **Payment.** In exchange for the promises and representations by Complainant [REDACTED] in this Agreement, Company shall pay Complainant [REDACTED] a total of seventy-three thousand, seven hundred and fifty dollars (\$73,750.00) ("the Settlement Sum"), as follows:

- One check made payable to "[REDACTED]" for \$10,000.00, less standard withholdings, representing W2 wages.
- One check made payable to "Francis Hansen & Martin LLP Client Trust Account fbo [REDACTED]" for \$63,750.00 representing non-economic damages and attorney fees.

All checks shall be mailed to Complainant [REDACTED] counsel:

Francis Hansen & Martin LLP
Attn: Christopher Manfredi
1148 NW Hill St.
Bend, OR 97703

The settlement sum shall be mailed within fourteen (14) days of receipt of this signed agreement and a W-9 for Complainant [REDACTED] and Francis Hansen & Martin, LLP.

Other than Company's obligations regarding employment withholdings from the check for payment of W2-wages, Complainant [REDACTED] shall be responsible for all individual state and federal tax consequences from this settlement, and will indemnify, both Company and USLI for any employee-paid withholdings, including SIT, FIT, SS and MED, made necessary by any re-characterization of the consideration by a taxing authority.

3. Mailing Disclaimer. Without discharging Company from their ultimate obligation to ensure the full Settlement Payment is delivered to and received by Complainant [REDACTED], the Parties agree that Company will be considered to have fulfilled its obligations regarding timely issuance of the Settlement Payment by submitting the checks listed herein, together with appropriate packaging and postage, and tracking method to either the custody and control of a United States Postal Service employee, a United States Postal Service Mailbox, or any other receptacle authorized for receipt of United States Postal Service Mail, on or before the deadline for issuance of the Settlement Payment as contemplated herein. The Parties agree that any delay in delivery of the Settlement Payment that is caused by, or may be attributed in whole or in part, to any act or omission of the United States Postal Service or other mail carrier, shall toll the deadline for issuance of the Settlement Payment as contemplated herein, and shall not be considered a breach of this agreement on behalf of Company.

4. Dismissal, No Filings and Agreement Not to Sue. As further consideration for this Agreement, Complainant [REDACTED] represents that neither she nor any other person or entity over which she has direction or control or authority, has taken or will take any action, lawsuit, claim, charge or complaint, against Company with any local, state, or federal agency or court, with the exception of the pending complaint with the Oregon Bureau of Labor and Industries ("BOLI Complaint"). Complainant [REDACTED] further covenants that she will not do so at any time hereafter based upon events or claimed omissions occurring prior to the execution of this Agreement. In the event that any such agency or court assumes jurisdiction of any lawsuit, claim, charge or complaint, Complainant [REDACTED] will request that such agency or court withdraw from and/or dismiss the lawsuit, claim, charge, or complaint with prejudice. To the extent a lawsuit, claim, charge, or complaint is not dismissed, Complainant [REDACTED] agrees that Complainant [REDACTED] will be totally and completely barred from recovering any money, damages, or remedy of any kind. This provision is meant to include authorized and unauthorized claims made solely or in part on Complainant [REDACTED] behalf. Complainant [REDACTED] agrees to withdraw the BOLI Complaint within five (5) business days of receiving the Settlement Sum. With respect to the complaint

submitted to the Oregon Department of Justice (the "DOJ Complaint"), Company acknowledges that Complainant [REDACTED] cannot withdraw the DOJ Complaint because the DOJ Complaint was submitted jointly by Complainant [REDACTED] and other individuals who are not a party to this Agreement. Company further acknowledges and agrees that Complainant [REDACTED] may testify truthfully if Complainant [REDACTED] is ever compelled to testify as a witness in connection with the DOJ Complaint.

Company (including, Company's current officers and current members of Company's Board of Directors) represents that neither it nor any other person or entity has taken or will take any action, lawsuit, claim, charge or complaint, against Complainant [REDACTED] with any local, state, or federal agency or court. Company further covenants that it will not do so at any time hereafter based upon actions occurring prior to the execution of this Agreement.

5. Complete Release. In consideration for the provisions of this Agreement, Complainant [REDACTED] hereby fully releases and discharges the Company and any of its current or former employees, current and former independent contractors, members, board members, managers, officers, councilors, attorneys, directors, agents, partners, insurers, and all other affiliated persons, firms, or legal entities (the "Releasees") from any and all past, present, and future claims, demands, obligations, causes of action, or damages of any kind, known and unknown, arising out of Complainant [REDACTED] employment with Company. This release shall include any and all other claims or causes of action whether contract, tort or other claims, whether known or unknown, which Complainant [REDACTED] now has, has had, or may have, through the effective date of the execution of this Agreement, against Releasees, together with any current employees, current and former independent contractors, members, board members, managers, officers, councilors, attorneys, directors, agents, partners, insurers, and all other affiliated persons, firms, or legal entities and each of them, including, but not limited to, the claims asserted by Complainant [REDACTED], claims arising from or in any way related to Complainant [REDACTED] employment with Company, whether based on tort, contract (express or implied), or any federal, state, or local law, statute, regulation or ordinance, or based on any act or omission (collectively, the "Released Claims").

This release includes any claim that Complainant [REDACTED] might have under federal law, state or local law, contract, or tort, including but not limited to, applicable state civil rights laws, claims arising under the Oregon statutes dealing with discrimination in employment (e.g. ORS Chapters 659 and 659A) and wages and hours (e.g. ORS Chapters 652 and 653), city and county ordinances, Title VII of the Civil Rights Act of 1964, the Post-War Civil Rights Acts (42 USC Section 1981-1988), the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Equal Pay Act of 1963, Executive Order 11246, the Older Workers Benefit Protection Act, the Vietnam Era Veterans Readjustment Assistance Act, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, all as amended, any regulations under such laws, wage claims, commissions, expense claims, compensation claims, penalty claims, employment and placement claims, negligence or injury claims, and any other matters, things, acts, or omissions through the effective date of the Agreement.

In consideration for the provisions of this Agreement, Company (including, Company's current officers and current members of Company's Board of Directors) hereby fully releases and discharges

Complainant [REDACTED] and any of Complainant [REDACTED] assigns, heirs, representatives, agents and/or attorneys (the "[REDACTED] Releasees") from any and all past, present, and future claims, demands, obligations, causes of action, or damages of any kind, known and unknown, arising out of Complainant [REDACTED] employment with Company. This release shall include any and all other claims or causes of action whether contract, tort or other claims, whether known or unknown, which Company now has, has had, or may have, through the effective date of the execution of this Agreement, against Complainant [REDACTED], including, but not limited to claims arising from or in any way related to Complainant [REDACTED] employment with Company, whether based on tort, contract (express or implied), or any federal, state, or local law, statute, regulation or ordinance, or based on any act or omission. The scope of this release shall be construed as broadly as possible, and any ambiguity shall be read in favor of the full and complete release of the [REDACTED] Releasees. However, nothing in this paragraph shall be construed to prevent the Complainant [REDACTED] from enforcing the provisions of this Agreement. The Parties acknowledge and agree that, notwithstanding the foregoing, the Complainant [REDACTED] release of claims does not include a release of any of Complainant [REDACTED] workers' compensation and/or Oregon Paid Leave rights.

Nothing in this Agreement shall be construed to prohibit Complainant [REDACTED] from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or NLRB, or any comparable federal, state or local agency charged with enforcement of any law. Notwithstanding the foregoing, Complainant [REDACTED] hereby waives Complainant [REDACTED] right to recover monetary damages or fines in connection with any charge, complaint, or lawsuit filed by Complainant [REDACTED] or by anyone else on Complainant [REDACTED] behalf.

6. Notice to Employee (Over 40 Years of Age or Older). This Agreement contains a release of claims under the Age Discrimination in Employment Act (the "ADEA"). By executing this Agreement, Complainant [REDACTED] certifies she has knowingly and voluntarily given up any claims that she may have under the ADEA if those claims arose before Complainant [REDACTED] signed this Agreement. Complainant [REDACTED] further certifies that the payments described in this Agreement are considerations to which she would not otherwise be entitled without signing this Agreement, and that these considerations constitute payment in exchange for her execution of this Agreement.

Under the ADEA, Complainant [REDACTED] may take up to 21 days to consider the terms of this Agreement. Complainant [REDACTED] has the right to accept in less time by signing and delivering this Agreement to Company through counsel. Complainant [REDACTED] is urged to use as many of the 21 days as necessary to consider this Agreement and to consult with an attorney about it. Complainant [REDACTED] acknowledges that she has been given at least 21 days to consider this Agreement prior to signing it, and Complainant [REDACTED] signature on this Agreement is completely voluntary.

Under the ADEA, Complainant [REDACTED] may revoke this Agreement within seven (7) days of the date on which she signed the Agreement. If Complainant [REDACTED] revokes, she will not receive any of the payments or other considerations set forth in this Agreement. To be effective, Complainant [REDACTED] revocation must be in writing and returned to Breanna Thompson, Garrett Hemann Robertson P.C. P.O. Box 749, Salem, OR 97308; bthompson@ghrlawyers.com. within seven (7) days of the date Complainant Puckett signed this Agreement.

7. Employment Department Decision. As further consideration for this Agreement, Company agrees not to contest (including any appeal) a claim for or decision relating to a claim for unemployment benefits filed by Complainant [REDACTED]. To the extent Company receives any inquiry form from the Oregon Employment Department, Company agrees it will not provide a written response. If contacted by the Employment Department for further information, Company shall state only that "Clear Alliance does not contest Ms. [REDACTED] unemployment claim and will not be providing further information." Company makes no representations as to Complainant [REDACTED] entitlement to such benefits and this Agreement is not dependent upon Complainant [REDACTED] receipt of the same. The Parties agree that Complainant's separation from Company was due to an involuntary resignation.

8. Return of Company Equipment and Confidential Information and Transfer of Accounts. Complainant [REDACTED] agrees to make reasonable efforts to return to the Company all Company equipment and documents (and all copies thereof whether in hard copy or electronic) and other Company property in her possession, including but not limited to, computers, laptops, cell phones, hard drives, thumb drives, cloud storage access, files, notes, records, business plans and forecasts, financial information, credit cards, entry cards, identification badges and keys, and any materials of any kind that contain any proprietary or confidential information of the Company. Complainant [REDACTED] shall not alter or destroy such property or information prior to return.

Company shall remove Complainant [REDACTED] from all of its banking, financial and otherwise affiliated accounts. Complainant [REDACTED] to the extent required, shall also remove herself from any remaining accounts associated with Company, including but not limited to the multi-factor authentication for GoDaddy.com, Vyond, and Stripe accounts. Complainant [REDACTED] shall provide Company login information for any remaining accounts to the extent they are in her possession. Complainant [REDACTED] shall work cooperatively with Company, if required, to transfer and/or close any remaining Company accounts. The Parties agree that Complainant [REDACTED] shall close the Oregonians Credit Union Account and that the remaining balance of \$5 shall be remitted to Company.

9. Return of Personal Property. Complainant [REDACTED] and Company shall arrange a mutually available time within 30 days of Complainant [REDACTED] execution of this Agreement for Complainant [REDACTED] and friend/family member(s) of her choosing to retrieve personal property located on Company Property, which include, but may not be limited to, a desk, bookshelf, chairs, end table, electric heater, framed pictures/awards, books, and décor. Company shall have an employee, officer, or board member present of its choosing. The Parties agree that Complainant [REDACTED] will retain the signature stamp bearing Complainant [REDACTED] signature and any photos bearing her likeness.

10. Mutual Non-Disparagement. The Parties have agreed to enter into a mutual non-disparagement agreement. Company agrees to its now current board members and employees (Kent Vander Kamp, Belinda Ballah, Marlys Alger, Connie Ramaekers, Gary Thompson, Nicole McAda, and Darla Engstrom) shall not make any disparaging statements about Complainant [REDACTED] in any way related to her employment with and/or separation of employment from Company. Complainant [REDACTED] agrees not to disparage Company in any way. If asked about the reason for her separation from CLEAR Alliance, Complainant [REDACTED] may state that she and the Board had differences of opinion regarding the direction of the organization. Nothing in this paragraph shall prohibit the Parties from providing documents and/or truthful testimony in response to a lawful and valid subpoena, other

legal process, and/or in connection with a legal (a lawsuit or arbitration) or governmental agency administrative proceeding.

11. Final Pay. Complainant [REDACTED] warrants and represents that Complainant [REDACTED] has been properly, timely and fully compensated for all of Complainant [REDACTED] working time and Complainant [REDACTED] has received all wages that she earned or may have earned or been entitled to as an employee of Company at the time of executing this agreement.

12. Reference. In response to any inquiry by a prospective employer about Complainant [REDACTED], Company agrees to provide a neutral reference consisting of only Complainant [REDACTED] dates of employment and job title(s).

13. Marketing/Education Materials. Company shall be entitled to continue use of any existing marketing and/or educational materials that contain Complainant [REDACTED] and/or her family members likeness as those materials existed on May 10, 2023, and Company may remove the same in its sole discretion. Company shall not create any new marketing or education materials depicting Complainant [REDACTED] and/or her family members absent written consent to the same.

14. Medicare. The Parties intend to comply with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and to protect Medicare's interests, if any, in this settlement. The Releasor understands and agrees that as used herein, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance). Releasor has not been identified as a Medicare or Medicaid recipient and the Releasor hereby expressly represents and warrants that Medicare or Medicaid has not made any payments to or on the Releasor's behalf as a result of or in any way related to the injuries alleged in the Released Claims.

The Releasor acknowledges, however, that if Releasor received benefits that have or may have been paid by an insuring entity affording benefits payable for medical care and/or treatment, as further consideration and inducement for this settlement, Releasor agrees to defend, indemnify, protect and hold harmless Company from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to the Releasor for the injury/injuries alleged in the Released Claims.

In addition to the Release and Discharge set forth above and in consideration of the payments set forth in this Agreement, the Releasor hereby waives any cause of action and/or Private Cause of Action under 42 US Code §1395y (b)(3)(A), and releases and forever discharges Company from any obligations, from any claim, known or unknown, arising out of the failure of Company to provide for a primary payment or appropriate reimbursement pursuant to 42 US Code §1395y (b)(3)(A).

The Releasor agrees to indemnify, defend and hold harmless Company for any claim, loss or payment Company may suffer, including judgments, verdicts, awards, penalties, attorney's fees and costs, that arises out of the failure to pay any unpaid medical bills or future medical expenses, or to otherwise fail to protect Medicare's interests under the MSP Act which exceed the amounts set forth in the final letters issued by these agencies. The Releasor agrees by this Agreement to waive any claims for damages, indemnification and/or contribution from any causes of action of any kind or nature, including but not limited to a private cause of action provided in the Medicare Secondary Payer (MSP) Act, 42 U.S.C. Section 1395y(b)(3)(A), in connection with or arising as a result of the medical care and treatment rendered to the Releasor regarding the injuries alleged in the Released Claims.

It is understood and agreed that Complainant [REDACTED] will provide Company/Insurer all of the information noted below and all information required for Company/Insurer to properly report this claim to Medicare pursuant to 42 U.S.C. 1395y(b)(8). Complainant [REDACTED] further agrees that Company/Insurer will provide the information below and all information required under 42 U.S.C. 1395y(b)(8) to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

Full Name as it appears on your
Social Security Card

[REDACTED]

Social Security Number

Address

[REDACTED]

Date of Birth

[REDACTED]

Medicare Beneficiary Identifier
(MBI)

Gender

[REDACTED]

15. Successors. This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assigns.

16. Full and Independent Knowledge. The Parties represent and agree that they have or have had the opportunity to thoroughly discuss all aspects of this Agreement with an attorney, that they have carefully read and fully understand all the provisions of the Agreement, and that they are voluntarily entering into this Agreement.

17. No Representations. The Parties acknowledge that, except as expressly set forth herein, no representations of any kind or character have been made to them by any other Party or any other Parties' agents, representatives or attorneys to induce the execution of this Agreement.

18. Ownership of Released Claims. The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity any claim, or any portion thereof or interest therein, related in any way to any of the claims that are being released in this Agreement. The Parties further agree to indemnify and hold harmless any other Party against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.

19. Headings. The headings in this Agreement are for convenience and reference only and shall not affect the meaning or interpretation of the text of this Agreement.

20. No Release for Breach of this Agreement. Nothing herein shall release any Party hereto from any claims or rights arising from or relating to a breach of this Agreement.

21. Miscellaneous.

a. This Agreement is made and entered into in the State of Oregon and shall in all respects be interpreted, enforced, and governed under the laws of that State. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party. In any action to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to recover from the other party any and all reasonable costs and attorneys' fees incurred to enforce and/or interpret the terms of this Agreement, including attorneys' fees on any appeal and/or review.

b. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

c. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. No provision of this Agreement may be modified or amended except by a single writing signed by all of the Parties.

d. This Agreement may be executed by email and/or facsimile and in counterparts. Thereafter, all of the counterparts together shall constitute a single original agreement.

In accordance with the state regulations [2021 OR S.B. 180], we are required to inform the Complainant [REDACTED] when a payment has been sent to their attorney, if applicable. Counsel for Complainant [REDACTED] agrees to provide Complainant [REDACTED] email address to counsel for Company to allow Company to comply.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

COMPANY:

CLEAR Alliance

DocuSigned by:

By: *Kent A Vander Kamp* 11/3/2023 | 3:23 PM PDT
Kent Vander Kamp, President (Date)

COMPLAINANT:

 11/3/2023
(Date)



CHRISTINA E. STEPHENSON
Labor Commissioner

November 27, 2023

[REDACTED]
[REDACTED]
[REDACTED]

RE: Complainant: [REDACTED]
File #: 23-03299

Dear Claimant:

The Bureau of Labor and Industries, Civil Rights Division, received your discrimination questionnaire and you were assigned to an intake officer. The intake officer learned during the intake process that you signed a settlement agreement with the employer and you told the intake officer that you are no longer able to pursue your complaint. You have indicated to our office that you wish to withdraw from our process and not pursue this matter further at this time.

Your inquiry will be placed into inactive status with our office. Generally, you have one year from the most recent date of harm to file a complaint. If new issues or information arise that we may have jurisdiction over, please contact us.

If you have any questions regarding this letter, please contact Holly Cole at 971-353-2101 or holly.cole@boli.oregon.gov for further assistance.

Sincerely,

CIVIL RIGHTS DIVISION
Intake Unit

cc: Christopher J Manfredi, Complainant's Attorney

