

## MAIN SETTLEMENT AGREEMENT

This Main Settlement Agreement is made and entered into between Peter Savage, Cliff Puckett, V. Michael Wallace and Gabriel Triplett and the United Brotherhood of Carpenters and Joiners of America (referred to sometimes herein as “UBC”), the Pacific Northwest Regional Council of Carpenters and Doug Tweedy.

### RECITALS

WHEREAS on May 19, 2012 the Pacific Northwest Regional Council of Carpenters imposed internal discipline penalties against the following individuals:

|              |                |                    |
|--------------|----------------|--------------------|
| Don Ball     | Stan Joseph    | Jason Sheckler     |
| Dan Cagle    | Christine Kern | Michael Stiles     |
| Wayne Frazey | Cliff Puckett  | John Svob, and     |
| Ed Glad      | Peter Savage   | V. Michael Wallace |

WHEREAS on July 19, 2012, Peter Savage, Cliff Puckett, V. Michael Wallace and Gabriel Triplett filed a suit in United States District Court for the District of Oregon challenging the legality of the discipline of Messrs. Savage, Puckett and Wallace under the Labor Management Reporting and Disclosure Act of 1959;

WHEREAS on August 11, 2013, the Court granted a motion to dismiss the UBC from the case;

WHEREAS on March 31, 2014, the Court issued an order granting in part and denying in part both Plaintiffs’ Motion for Summary Judgment and Defendants’ Motion for Summary Judgment, found that the Regional Council violated Plaintiffs’ free speech rights by disciplining them, ruled that there was sufficient evidence that Mr. Tweedy was personally involved in the charges based on Plaintiffs’ political views to warrant holding a trial, found for Defendants on Plaintiffs’ equal rights claim, dismissed or scheduled for trial various ancillary claims, and confirmed its earlier dismissal of the UBC;

WHEREAS on April 25, 2014 the Pacific Northwest Regional Council of Carpenters filed a suit in United States District Court for the District of Oregon against Don Ball and Jason Sheckler under Section 501 of the Labor Management Reporting and Disclosure Act of 1959;

WHEREAS on April 26, 2014 Don Ball, Stanley Joseph, Christine Kern, Michael Stiles, and John Svob filed a suit in United States District Court for the District of Oregon against the Pacific Northwest Regional Council of Carpenters challenging the legality of their discipline under the Labor Management Reporting and Disclosure Act of 1959;

WHEREAS Don Ball, Stanley Joseph, John Svob, Daniel Cagle, Christie M. Kern, Michael Stiles, Ed Glad, and Jason Sheckler, submitted a letter to the UBC dated April 19, 2014 regarding a “Formal Grievance”;

AND WHEREAS the parties to this Main Settlement Agreement wish to resolve all of the above disputes in a satisfactory manner and without further delay or undue expense;

NOW, THEREFORE, the parties agree as follows:

## DEFINITIONS

“*Savage v. Tweedy*” refers to *Savage et al. v. Tweedy et al.*, No. 3:12-cv-01317-HZ (D. Or.).

“Plaintiffs” refers to the plaintiffs in *Savage v. Tweedy*, namely Peter Savage, Cliff Puckett, V. Michael Wallace and Gabriel Triplett. Where this agreement intends to refer to plaintiffs in other cases, the agreement so specifies.

“Defendants” refers to the defendants in *Savage v. Tweedy*, namely the United Brotherhood of Carpenters and Joiners of America (“UBC”) (although the Court has previously dismissed all claims against the UBC as defendant, for ease of reference, the UBC will be included within “Defendants”), the Pacific Northwest Regional Council of Carpenters (“Regional Council”) and Doug Tweedy. Where this agreement intends to refer to defendants in other cases, the agreement so specifies.

“Parties” refers to the defendants and plaintiffs in *Savage v. Tweedy*, namely Plaintiffs and Defendants jointly. Where this agreement intends to refer to parties in other cases, the agreement so specifies.

“*Ball v. Regional Council*” refers to *Ball et al. v. Pacific Northwest Regional Council of Carpenters*, Case No. 3:14-cv-00694-PK (D. Or.). The plaintiffs in that case are: Don Ball, Stanley Joseph, Christine Kern, Michael Stiles, and John Svob. The sole defendant is the Regional Council.

“*Regional Council v. Ball*” refers to *Pacific Northwest Regional Council of Carpenters v. Ball et al.*, Case No. 3:14-cv-000682-BR (D. Or.). The sole plaintiff in that case is the Regional Council. The defendants are Don Ball and Jason Sheckler.

“Main Settlement Agreement” refers to the terms agreed upon by the Parties to *Savage v. Tweedy* and memorialized in their entirety in this document.

“Formal Grievance” refers to the letter to the UBC dated April 19, 2014 regarding a “Formal Grievance” from Don Ball, Stanley Joseph, John Svob, Daniel Cagle, Christie M. Kern, Michael Stiles, Ed Glad, and Jason Sheckler;

“Appendix” refers to Appendix A, B or C to this Main Settlement Agreement, as specified. The Appendices are attached hereto and incorporated by reference. The Appendices provide a forum for third party beneficiaries of this agreement to sign an agreement with the Defendants pertaining to the removal of discipline imposed on or about May 19, 2012.

Appendix A will be executed by the UBC, the Regional Council, and by Claire Poulin on behalf of Don Ball, Stanley Joseph, Christine Kern, Michael Stiles, and John Svob. The Main Settlement Agreement is contingent on its execution.

Appendix B will be offered to Don Ball, Stanley Joseph, Christine Kern, Michael Stiles, and John Svob. The Main Settlement Agreement is not contingent on its execution, but permanent removal of the discipline for any of these individuals is contingent on that individual executing Appendix B.

Appendix C will be offered to Dan Cagle, Wayne Frazey, Ed Glad, and Jason Sheckler. The Main Settlement Agreement is not contingent on its execution, but permanent removal of the discipline for any of these individuals is contingent on that individual executing Appendix C.

“Discipline” refers to the discipline and penalties imposed on or about May 19, 2012 by the Pacific Northwest Regional Council against the following individuals:

Don Ball  
Dan Cagle  
Wayne Frazey  
Ed Glad

Stan Joseph  
Christine Kern  
Cliff Puckett  
Peter Savage

Jason Sheckler  
Michael Stiles  
John Svob, and  
V. Michael Wallace

## AGREEMENT

### Dismissal of Litigation

1. The Parties agree that all claims in *Savage v. Tweedy* will be dismissed with prejudice and without fees or costs to any party except as herein provided. Plaintiffs will file a stipulated notice of dismissal with prejudice and without court-awarded fees or costs to any party and/or appropriate motion to dismiss with prejudice and without court-awarded fees or costs to any party within three business days of the execution of the Main Settlement Agreement and Appendix A.
2. By signing the Main Settlement Agreement, Plaintiffs, on behalf of themselves, including without limitation, their successors, partners, joint venturers, spouses, ex-spouses, heirs, assigns, attorneys, representatives, agents, and principals hereby covenant not to sue and fully release and forever discharge the Regional Council, the United Brotherhood of Carpenters and Joiners of America, Doug Tweedy, and their respective officers, directors, agents, employees, and insurers (collectively, “the Releasees”) from any and all claims, asserted and un-asserted, known and unknown, suspected and unsuspected, arising from the discipline and penalties imposed on or about May 19, 2012 by the Pacific Northwest Regional Council of Carpenters against any Plaintiff (“the Discipline”) and/or any subsequent litigation, including but not limited to the claims set out in *Savage v. Tweedy*, *Ball v. Regional Council*, *Regional Council v. Ball*, any and all claims under federal, state and local law, including but not limited to under the Labor Management Reporting and Disclosure Act of 1959, any claims under the Labor Management Relations Act of 1947, any unfair labor practice charges under the National Labor Relations Act, any claims in contract, any claims arising from the Constitution and/or Bylaws of the Releasees or their subordinate bodies, and any common-law claims.
3. The Main Settlement Agreement is contingent upon the Execution of Appendix A, which resolves *Ball v. Regional Council*. Plaintiffs represent to Defendants that counsel for the plaintiffs in *Ball v. Regional Council* has written authorization to settle that case on the terms specified in Appendix A and shall file a notice of dismissal with prejudice and/or move to dismiss all claims with prejudice and without fees or costs to any party in that action.
4. The Regional Council will file a notice of dismissal and/or move to dismiss all claims in *Regional Council v. Ball* with prejudice and without fees or costs to any party in that action. The Regional Council will file the appropriate notice of dismissal and/or motion within one week of the execution of the Main Settlement Agreement and Appendix A.

### Revocation of Discipline and Execution of Waivers

5. The Discipline against Plaintiffs Savage, Puckett and Wallace will be permanently revoked upon the execution of the Main Settlement Agreement and Appendix A. Within one week of the

execution of this Main Settlement Agreement, the UBC will remove from ULTRA any indication that any Plaintiff is ineligible to hold office due to the Discipline.

6. The Discipline against the plaintiffs in *Ball v. Regional Council* has been or will be conditionally revoked on or before May 13, 2014, as described in Appendix A. The option of Appendix B in exchange for revocation of Discipline shall remain open for 45 days from the execution of this Main Settlement Agreement. If any plaintiff in *Ball v. Regional Council* has failed to execute Appendix B within this period, the Discipline will be reinstated against that plaintiff retroactive to noon, May 13, 2014.
7. The Discipline against Dan Cagle, Wayne Frazey, Ed Glad, and Jason Sheckler has been or will be conditionally revoked on or before May 13, 2014. The option of signing Appendix C in exchange for revocation of Discipline shall remain open for 45 days from the execution of this Main Settlement Agreement. If any of Dan Cagle, Wayne Frazey, Ed Glad, or Jason Sheckler has failed to execute Appendix C within this period, the Discipline will be reinstated against that person retroactive to noon, May 13, 2014.
8. For any individual who has faxed or sent by certified or registered mail a signed copy of Appendix B or C (as applicable) to the UBC, the UBC will remove from ULTRA any indication that the individual is ineligible to hold office due to the Discipline within one week of receipt. Faxed Appendices may be faxed to (202) 543-5724.
9. While suspended and once permanently vacated, the Discipline can no longer serve as a basis for a finding that a member is not eligible for an elected or appointed position. Nothing in this Main Settlement Agreement or any of its Appendices shall affect the application of other requirements for eligibility for a position, including, but not limited to, as provided for under Section 31D of the UBC Constitution. For example, a member who submits their waiver as described above cannot be found ineligible pursuant to the twelve-month good standing requirement set out in Section 31D of the UBC Constitution because they were recently subject to the Discipline but could be ineligible under that section for failure to pay dues.
10. The Regional Council shall refund each Plaintiff's fines within two weeks of the execution of the Main Settlement Agreement and Appendix A unless it can produce documentation that it has already refunded the relevant Plaintiff's fines to him.
11. The Regional Council will refund the fines of other disciplined members within two weeks of receipt of their waiver.

### **Attorney Fees and Costs**

12. Within three weeks of the execution of the Main Settlement Agreement and Appendix A, Defendant Regional Council shall cause Ullico, its insurance carrier, to issue a check in the amount of \$306,000.00 to the Portland Law Collective, LLP at 1130 SW Morrison St. Suite 407, Portland, OR 97205. The Regional Council retains responsibility to ensure full payment of the \$306,000.00 amount. Payment of this sum resolves all claims for attorney fees and/or costs for any Party for *Savage v. Tweedy*. Payment of this sum furthermore resolves all claims for attorney fees and/or costs that any Party may have based on either *Regional Council v. Ball* and/or *Ball v. Regional Council*. All Parties waive any claims for fees and costs in these actions beyond the payment of this sum.

### **Non-Admissions**

13. All Parties expressly deny any culpability, liability or wrongdoing relating to *Savage v. Tweedy, Ball v. Regional Council, Regional Council v. Ball*, the Formal Grievance, or any of the events alleged therein.

### **Confidentiality**

14. The Parties' confidentiality agreement of April 28, 2014 is extended to include statements made and documents disclosed during and after the planned settlement conference during the course of negotiations resulting in this Main Settlement and its Appendices. The terms of the Main Settlement and Appendices are not confidential.

### **Entire Agreement**

15. The Main Settlement Agreement and its Appendices constitute and contain the entire agreement and understanding of the Parties hereto concerning the settlement disclosed herein. The Main Settlement Agreement and its Appendices supersede and replace all prior negotiations and all prior agreements proposed or otherwise, whether written or oral, concerning the subject matter herein.

### **Interpretation and Construction**

16. All rights and benefits conferred on the Parties herein shall be joint and several among any one or any combination or all. The Main Settlement Agreement and its Appendices shall not be interpreted against the drafter. Any ambiguity shall be resolved as if each party had equal authorship of the Agreement.

### **Binding Effect**

17. The Main Settlement Agreement and its Appendices shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns and each of them.

### **Waiver**

18. No provision hereof may be waived except by a writing signed by all Parties hereto. Waiver of one provision in the Main Settlement Agreement and its Appendices shall not be deemed a waiver of any other provision herein. The Main Settlement Agreement and its Appendices may be modified or amended only by a written agreement executed by all Parties.

### **Representation By Counsel**

19. The Parties, and each of them, have had an opportunity to be represented by counsel of their own choosing and have read the Main Settlement Agreement and its Appendices or have had it read to them. The Parties, and each of them, are fully aware of the contents and legal effects of the Main Settlement Agreement and its Appendices, that the precedent paragraphs recite the sole consideration for the Main Settlement Agreement and its Appendices, that all agreements and understandings between the parties are embodied and expressed solely in the Main Settlement and its Appendices, and that they enter into the Main Settlement Agreement and its Appendices freely, without coercion and based on their own judgment and not in reliance upon

representations or promises made by any other party, other than those contained in the Main Settlement Agreement and its Appendices.

Dated: May \_\_\_\_, 2014                      By: \_\_\_\_\_  
Peter Savage

Dated: May \_\_\_\_, 2014                      By: \_\_\_\_\_  
Cliff Puckett

Dated: May \_\_\_\_, 2014                      By: \_\_\_\_\_  
V. Michael Wallace

Dated: May \_\_\_\_, 2014                      By: \_\_\_\_\_  
Gabriel Triplett

Dated: May \_\_\_\_, 2014                      By: \_\_\_\_\_  
Catherine A. Highet  
Counsel for Plaintiffs

Dated: May \_\_\_\_, 2014                      By: \_\_\_\_\_  
Doug Tweedy

Dated: May \_\_\_\_, 2014                      By: \_\_\_\_\_  
Daniel Shanley  
for Pacific Northwest Regional Council

Dated: May \_\_\_\_, 2014                      By: \_\_\_\_\_  
Brian Quinn  
for United Brotherhood of Carpenters



**APPENDIX B**

This Appendix B is an agreement made pursuant to the Main Settlement Agreement between the Parties to *Savage et al. v. Tweedy et al.*, No. 3:12-cv-01317-HZ (D. Or.). Its purpose is to resolve *Ball et al. v. Pacific Northwest Regional Council of Carpenters*, Case No. 3:14-cv-00694-PK (D. Or.) ("*Ball v. Regional Council*") as further described in the Main Settlement Agreement.

This Appendix is entered into between \_\_\_\_\_ ("Member") and the Pacific Northwest Regional Council of Carpenters ("Regional Council").

By signing this Appendix B, Member on behalf of him or herself, including without limitation, their successors, partners, joint venturers, spouses, ex-spouses, heirs, assigns, attorneys, representatives, agents, and principals hereby covenants not to sue and fully releases and forever discharges the Regional Council, the United Brotherhood of Carpenters and Joiners of America, Doug Tweedy, and their respective officers, directors, agents, employees, and insurers (collectively, "the Releasees") from any and all claims, asserted and un-asserted, known and unknown, suspected and unsuspected, arising from the Formal Grievance, the discipline and penalties imposed on or about May 19, 2012 by the Pacific Northwest Regional Council against any person ("the Discipline") and subsequent litigation, including but not limited to the claims set out in *Savage v. Tweedy*, *Ball v. Regional Council*, *Regional Council v. Ball*, any and all claims under federal, state and local law, including but not limited to under the Labor Management Reporting and Disclosure Act of 1959, any claims under the Labor Management Relations Act of 1947, any unfair labor practice charges under the National Labor Relations Act, any claims in contract, any claims arising from the Constitution and/or Bylaws of the Releasees or their subordinate bodies, and any common-law claims.

If Member is a signatory to the "Formal Grievance" letter to the UBC dated April 19, 2014, Member hereby withdraws the Formal Grievance with prejudice. If Member is a defendant in *Regional Council v. Ball*, Member hereby consents to the dismissal of that action without fees or costs to any party pursuant to a notice of dismissal and/or motion filed within one week of the execution of the Main Settlement Agreement. If Member is a plaintiff in *Ball v. Regional Council*, Member hereby consents to the dismissal of that action without fees or costs to any party, and the UBC, pursuant to a notice of dismissal and/or motion filed within one week of the execution of the Main Settlement Agreement.

Discipline against Member was suspended prior to Tuesday, May 13, 2014. If a signed copy of this waiver is faxed to (202) 543-5724 or mailed by certified or registered mail to the UBC within 45 days of the execution of the Main Settlement, the suspension shall become a permanent revocation, the revocation shall be recorded in ULTRA within one week, and Member's fines shall be refunded within two weeks by the Regional Council. **If a waiver is not submitted in time, Member's Discipline will be reinstated retroactive to noon, May 13, 2014.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX C

This Appendix C is an agreement made pursuant to the Main Settlement Agreement between the Parties to *Savage et al. v. Tweedy et al.*, No. 3:12-cv-01317-HZ (D. Or.). Its purpose is to resolve the Discipline defined below, as further described in the Main Settlement Agreement.

This Appendix is entered into between \_\_\_\_\_  
 (“Member”) and the Pacific Northwest Regional Council of Carpenters (“Regional Council”).

By signing this Appendix C, Member on behalf of him or herself, including without limitation, their successors, partners, joint venturers, spouses, ex-spouses, heirs, assigns, attorneys, representatives, agents, and principals hereby covenants not to sue and fully releases and forever discharges the Regional Council, the United Brotherhood of Carpenters and Joiners of America, Doug Tweedy, and their respective officers, directors, agents, employees, and insurers (collectively, “the Releasees”) from any and all claims, asserted and un-asserted, known and unknown, suspected and unsuspected, arising from the Formal Grievance, the discipline and penalties imposed on or about May 19, 2012 by the Pacific Northwest Regional Council against any person (“the Discipline”) and subsequent litigation, including but not limited to the claims set out in *Savage v. Tweedy*, *Ball v. Regional Council*, *Regional Council v. Ball*, any and all claims under federal, state and local law, including but not limited to under the Labor Management Reporting and Disclosure Act of 1959, any claims under the Labor Management Relations Act of 1947, any unfair labor practice charges under the National Labor Relations Act, any claims in contract, any claims arising from the Constitution and/or Bylaws of the Releasees or their subordinate bodies, and any common-law claims.

If Member is a signatory to the “Formal Grievance” letter to the UBC dated April 19, 2014, Member hereby withdraws the Formal Grievance with prejudice. If Member is a defendant in *Regional Council v. Ball*, Member hereby consents to the dismissal of that action without fees or costs to any party and the UBC pursuant to a notice of dismissal and/or motion filed within one week of the execution of the Main Settlement Agreement.

Discipline against Member was suspended prior to Tuesday, May 13, 2014. If a signed copy of this waiver is faxed to (202) 543-5724 or mailed by certified or registered mail to the UBC within 45 days of the execution of the Main Settlement, the suspension shall become a permanent revocation, the revocation shall be recorded in ULTRA within one week, and Member’s fines shall be refunded within two weeks by the Regional Council. **If a waiver is not submitted in time, Member’s Discipline will be reinstated retroactive to noon, May 13, 2014.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date