

COPY

SETTLEMENT AGREEMENT

This Agreement is dated ~~April~~ <sup>May</sup> 8, 1990, between the State of Oregon Board of Clinical Social Workers, 835 Summer St., N.E., Salem, OR 97310 ("State") and David B. Hawkins, PhD, 1794 Rose Valley Rd., Kelso, WA 98626 ("Hawkins").

SECTION ONE  
PURPOSE

This Agreement is made as a compromise between the parties for the complete and final settlement of any and all claims, future and undetermined, or present and existing, with respect to the dispute described below.

SECTION TWO  
STATEMENT OF DISPUTE

Hawkins has been a registered clinical social worker in Oregon since 1983. Hawkins is also licensed by the State of Washington Examining Board of Psychology and practices in the State of Washington. On June 6, 1988 the State received a complaint from [REDACTED] alleging a dual relationship with a client which developed into sexual intimacy. The complaint is pending with the State.

The parties desire to reach a full and final compromise and settlement of all matters and all causes of action arising out of the facts set forth herein.

SECTION THREE  
TERMS OF SETTLEMENT

In consideration of the mutual covenants set forth, the parties agree as follows:

(a) Hawkins agrees to and does hereby withdraw his application for re-registration as a clinical social worker for the years 1989 and 1990. Hawkins will not practice as a RCSW nor hold himself out as a RCSW in the State of Oregon.

(b) The State agrees to and does hereby withdraw its administrative proceedings for revocation of Hawkins' registration as a clinical social worker.

(c) Hawkins acknowledges that he failed to avoid an unethical dual relationship with [REDACTED] which developed into sexual intimacy, which was grounds for review of his registration as a clinical social worker.

(d) The State agrees that all claims, demands, rights, and causes of action that it has or may have against Hawkins with respect to the above-described dispute are satisfied, discharged and settled, with prejudice.

(f) Hawkins agrees that all claims, demands, rights, and causes of action that he has or may have against the State with respect to the above-described dispute are satisfied, discharged and settled, with prejudice.

SECTION FOUR  
CHANGE OF FACTS

It is understood by the parties that the facts in respect of which this Agreement is made may hereafter prove to be other than or different from the facts now known by either of them or believed by either of them to be true, as set out in this Agreement. Each of the parties expressly accepts and assumes the risk of the facts proving to be different, and each of the parties agrees that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

SECTION FIVE  
EFFECT OF AGREEMENT

This Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signature on File in Board Office

David B. Hawkins, PhD

STATE BOARD OF CLINICAL SOCIAL  
WORKERS

By: Signature on File in Board Office

James A. Henson, Chair

war:5500Y