

RELEASE OF ALL CLAIMS

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS SETTLEMENT AND RELEASE that **RAMIRO MUNOZ VAZQUEZ** (“Releasor”) hereby acknowledges, that in exchange for a signed, ready to be filed dismissal with prejudice as to CITY OF STOCKTON AND JOSHUA A. DEJONG, that the CITY OF STOCKTON shall, within thirty (30) days of execution of this release and receipt of the signed ready to be filed dismissal with prejudice, issue a draft for **Eleven Thousand Dollars and 00/100 (\$11,000.00)**, payable to **BASH & POLYACHENKO PC (FBO Ramiro Munoz Vazquez)**, and the undersigned does hereby accept said draft and in consideration thereof, does hereby release and forever discharge **JOSHUA A. DEJONG AND THE CITY OF STOCKTON** (“Releasees”), and its agents and employees, of and from any and all claims (inclusive of all liens, known or unknown), demands, actions and causes of action, arising out of or which are in any way incidental to that certain accident, casualty, or event(s) which occurred on or about **November 5, 2016**, and which are the subject of the litigation *RAMIRO MUNOZ VAZQUEZ V. JOSHUA A. DEJONG, ET AL.*, San Joaquin County Superior Court Case No. STK-CV-LAT-2017-0008761, and for which the undersigned claims the above-named parties are legally liable in damages, which legal liability and damages are disputed and denied, and the undersigned agrees that this release shall not be deemed or treated as an admission of liability or responsibility by the above-named parties for said accident in any manner whatsoever, and the undersigned warrants that no promise or inducement has been offered except as herein set forth; that this release is executed without reliance upon any statement or representation by the parties released, or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages and/or legal liability therefore; that the undersigned is of legal age, legally competent to execute this release on her own behalf, and accepts full responsibility therefore, and executes this release after consultation with **Dzmitry Lishyk, Esq.**, the attorney for the undersigned.

The undersigned agrees, as a further consideration and inducement for this compromise settlement, that it is a full and final release of and from any and all claims, demands, actions, and causes of action of any and every kind or nature whatsoever, present or future, known or unknown, contemplated or un contemplated, arising out of or connected with said accident, whether for injury to person or property or because of death, and for any and all damages of any

kind which have been or might exist against the Releasees herein or any other person in favor of Releasees; and it is further understood and agreed that this release shall apply to any and all claims for unknown, or unsuspected or unanticipated injuries and/or results from injuries, including death, which might be asserted by the undersigned as well as to those now disclosed.

And as a further consideration for the making of said settlement and release, the undersigned Releasor expressly agrees:

(1) To waive all rights given by section 1542 of the Civil Code of the State of California which reads as follows: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.**"

(2) That all liens, encumbrances, or claims of liens, or assignments in law or equity or otherwise, of or against the claim or cause of action of the undersigned herein which might exist shall be satisfied by the undersigned herein. The undersigned hereby agrees to defend, indemnify, and hold harmless the Releasees from any such liens, encumbrances, or claims of liens, or assignments from any person.

(3) The undersigned Releasor agrees to dismiss, with prejudice, the Complaint entitled *RAMIRO MUNOZ VAZQUEZ V. JOSHUA A. DEJONG, ET AL.*, San Joaquin County Superior Court Case No. STK-CV-LAT-2017-0008761.

(4) That each party is to bear their own attorney's fees and costs.

The word "undersigned" includes the plural as well as the singular when more than one person executes this release.

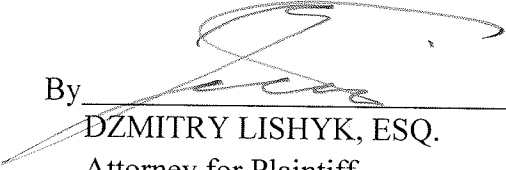
Signed and acknowledged this 8th day of February, 2019, at Stockton, California.



RAMIRO MUNOZ VAZQUEZ

The foregoing Release was executed under my direction and advice as to all known, unknown, present, and future claims.

DATED: 2/7, 2019

By 
DZMITRY LISHYK, ESQ.
Attorney for Plaintiff

MEDICARE/MEDI-CAL RELEASE AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

As part of the consideration for the payment of **Six Thousand and Five Hundred Dollars and No/100 (\$6,500.00)** for my bodily injury claim, I, [REDACTED] a minor by and through his guardian ad litem Kou Her, ("Releasor"), for myself, my heirs, executors, administrators, legal representatives, successors, and assigns, have agreed to and hereby do **indemnify and hold harmless CITY OF STOCKTON and JOHN DAVID GRIFFIN** ("Releasee(s)") from **any and all** claims, demands, actions, and/or causes of action brought by Medicare/Medi-Cal, or **any other** service provider, collection agency, entity, company, or individual serving as an agent or representative for Medicare/Medi-Cal for repayment or reimbursement of medical bills, satisfaction of a lien or liens, or fulfillment of any other obligations owed to Medicare/Medi-Cal by Releasor as a result of the settlement arising from an accident which **occurred on or about 5/1/2018 at or near Manthey Road near Chicago Avenue, Stockton, State of California.** By signing this Release and Indemnification Agreement, Releasor agrees to be fully and completely responsible for the full amount of the Medicare/Medi-Cal liens **and any and all** fees, costs, expenses, penalties, attorneys' fees, interest, and all other damages which may be incurred by Releasee(s) arising out of, or associated with, the Medicare/Medi-Cal liens. As part of this Agreement, Releasor hereby acknowledges, covenants, and warrants the following:

I received valuable consideration in the form of settlement monies from **CITY OF STOCKTON and JOHN DAVID GRIFFIN** in exchange for a full and complete release and indemnification of all past, present, and future claims against Releasee(s) as a result of the accident;

I received medical treatment for bodily injuries sustained as a result of the aforementioned accident and all or part of said medical treatment was paid, covered, or reimbursed by Medicare/Medi-Cal;

I acknowledge Medicare/Medi-Cal has a statutory lien under Health and Safety Code Section 14124.70 et seq. for medical benefits paid, and I recognize this lien gives the government a right of recovery superior to that of all other persons or entities;

I hereby warrant that upon receipt of the settlement proceeds, I will promptly satisfy the Medicare/Medi-Cal liens with the settlement funds, and I understand and acknowledge that the burden of satisfying the Medicare/Medi-Cal liens is exclusively the obligation of Releasor (and my attorney(s), if applicable) herein;

If I fail to fully satisfy the Medicare/Medi-Cal liens, I shall be fully and completely liable for all damages arising from such failure and hereby agrees to **fully and completely indemnify and hold harmless** Releasee(s) in accordance with the terms set forth in this Release and Indemnification Agreement;

I further understand that in accordance with my agreement to **indemnify and hold harmless**, I will be fully responsible for **any and all damages**, including but not limited to the full amount of the Medicare/Medi-Cal liens, all fees, costs, expenses, penalties, attorneys' fees, interest, and all other damages which may be incurred by Releasee(s) arising out of, or associated with, the above referenced Medicare/Medi-Cal liens;

I have read this Release and Indemnification Agreement and have satisfied myself regarding the scope, terms and effect of this Agreement. Understanding such terms, and having not been influenced by any representations made by anyone, I desire to accept said terms and enter into this Release and Indemnification Agreement as part of my settlement with Releasor(s).

EXECUTED this 3 day of May, 2021, at Stockton, California.

Ken Ite
[REDACTED] A MINOR BY AND
THROUGH HIS GUARDIAN AD LITEM KOU
HER

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is between the Plaintiff [REDACTED] a minor by and through her guardian ad litem Kou Her (hereinafter “Plaintiff” represented by Walter Wroten of Law Offices of Brookman and Wroten) and Defendants City of Stockton and John David Griffin (collectively hereinafter “City,” represented by Deputy City Attorney Sophia Retchless) collectively referred to as the “Parties”.

RECITALS

A. On or about April 4, 2019, Plaintiff filed a lawsuit in the Superior Court of California, County of San Joaquin, Case number STK-CV-UAT-2019-4148 against City. Plaintiff alleged she sustained personal injuries and damages as a result of an accident which occurred on or about May 1, 2018, in Stockton, California, which is the subject of the litigation *Jamie Thao; et al. v. City of Stockton; et al.*, San Joaquin County Case No. STK-CV-UAT-2019-4148 (hereinafter “INCIDENT”).

B. Plaintiff and City have voluntarily agreed to settle the matter informally. The result of that process is a resolution of the entirety of Plaintiff’s lawsuit. Therefore, the Parties wish to resolve any and all disputes between them and to provide for the settlement and release of any and all disputes and/or controversies which have arisen or may hereafter arise between the Parties, including without limitation any and all complaints, claims or grievances arising out of, or in any way related to the Complaint.

AGREEMENT AND RELEASE

NOW THEREFORE, for good and valuable consideration, including the general release described and contained below, and the compromise, settlement and dismissal of the Complaint, the Parties hereby agree as follows:

1. Payment to Plaintiff.

Conditional upon full execution of this agreement by Plaintiff, the City shall pay to Plaintiff a one-time payment in the amount of six thousand and five hundred dollars and zero cents (\$6,500.00). The check shall be issued payable to either [REDACTED] a minor by and through her guardian ad litem Kou and Law Offices of Brookman and Wroten, or to that firm’s client trust account, as Plaintiff’s counsel may direct.

Plaintiff understands and agrees that distribution of the settlement payments set forth above shall occur and Plaintiff’s counsel is responsible for all requirements under Code of Civil Procedure section 372 and California Probate Code section 3500 et. seq., and full execution of this Agreement by all Parties.

2. Stipulated Dismissal of the Complaint and any Cross-Complaint with Prejudice.

Within thirty (30) days of the full and complete execution of this Agreement and the City’s obligations set forth in paragraph 1 above, Defendant and/or Plaintiff, will prepare and file with

the Court a Dismissal of the Complaint, and/or of all his causes of action as to all Defendants in its entirety with prejudice, each party to bear their own costs and fees.

3. Mutual Waiver of All Fees and Costs.

Except as otherwise expressly provided for in this Agreement, the Parties mutually agree to a waiver of recovery of any and all fees and costs, including, but not limited to attorney's fees and expert fees incurred in relation to the matters set forth in the Recitals above and described in this Agreement.

All parties expressly agree to bear their own costs and attorneys' fees and to waive recovery of costs pursuant to C.C.P. Section 1032, et. Seq., C.C.P. Section 998 or any other applicable provision.

4. No Admission of Wrongdoing.

None of the Parties admit to any wrongdoing or any liability. All such liability is expressly denied. The entry into and execution of this Agreement shall not be construed to be an admission of any liability or unlawful or wrongful act on the part of any of the Parties.

5. Mutual General Release of All Claims, Known or Unknown.

Excepting the obligations and limitations expressly set forth in this Agreement, the Parties shall and hereby do release and forever discharge each other and each other's past, present or future predecessors, successors, agents, employees, officers, elected officials, attorneys, and all of them, as well as any and all persons acting or allegedly acting by, under, through or in concert with any of them (hereinafter "Releasees"), against any and all claims, damages, actions, causes of action, liabilities, judgments, liens, rights, obligations, promises, acts, costs and expenses, including, but not limited to, attorneys' fees, in connection with or arising out of the Complaint, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, or ever filed or prosecuted which the Parties may now have, or claim to have, or any time previously had, or claimed to have had, against each other, as a result of things undertaken, said, stated, done or admitted to be done up to and including the date of this Agreement, related to the Claims presented in the Complaint.

6. Waiver of Unknown and Unanticipated Claims.

It is understood and agreed that the releases as referred to herein are full and final releases by the Parties and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed, in connection with or arising out of those claims in the Complaint. With respect to any claims by and between the Parties, the Parties expressly waive the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties acknowledge that this release has been negotiated and agreed upon and that in consideration for the rights and benefits under this Agreement, the Parties intend and hereby do release, acquit and forever discharge each other from any and all claims in connection with or arising out of the Complaint, including those that are unknown, unsuspected or unforeseen or that are presently unknown and unanticipated.

7. Liens

Plaintiff acknowledges that he has notified all potential lienholders of this action and settlement. Plaintiff further acknowledges that he has assumed full responsibility for satisfying all outstanding liens, if any, which have been or may be asserted by any person or entity, including but not limited to those for medical expenses, attorneys' fees and costs, Plaintiff's expert fees and costs, and the like; and Plaintiff agrees to indemnify and defend City and their representatives for any lien claims for services rendered to Plaintiff in connection with the INCIDENT that City or their representatives have to satisfy as a result of Plaintiff's failure to satisfy the liens.

Plaintiff acknowledges that City shall have no liability or responsibility for any medical care, services, treatments, liens, subrogation claims, fines, penalties or other expenses related to the Incident, and Plaintiff agrees to defend and indemnify City and their insurers for all demands for payment of such claims, fines, penalties or expenses. This provision includes, but is not limited to, any and all liens or claims asserted by Medi-Cal, Medicare, Medicaid, or any demand or action by the California Department of Health Care Services to recover recoup Medi-Cal benefits; or the Center for Medicare and Medicaid Services ("CMS"), or its agent Medicare Secondary Payer Recovery Contractor ("MSPRC"), to recover or recoup Medicare benefits or loss of Medicare benefits, Social Security, or any other local, state or federal agency or department, workers' compensation carrier or fund or any other government agency, including but not limited to Plaintiff's employer(s) at the time of the Incident. It is agreed that should it later be determined that Medi-Cal, Medicare and/or Medicaid has/have made payments for treatment including medical treatment related to the Incident referred to in this Agreement, Plaintiff shall then pay Medi-Cal, Medicare and/or Medicaid for such payments out of the settlement proceeds received pursuant to the Agreement. This provision includes, but is not limited to, any and all liens, claims, fines, or penalties asserted by Medi-Cal, Medicare, Medicaid, CMS, or MSPRC or any other local, state, or federal agency or department, workers' compensation carrier or fund or any other provider of medical care, services, or treatments.

Plaintiff acknowledges and agrees that the Agreement is expressly contingent upon the satisfaction of any liens asserted by or on behalf of Medi-Cal, Medicare, Medicaid, including, but not limited to, any demand or action by CMS or MSPRC, or any other provider of medical care, services, or treatments.

8. Modifications, Amendment and Waiver.

No amendments or modifications to this Agreement shall be of any force or effect unless contained in a writing signed by each Party affected by such modification. No waiver of any of the provisions hereof shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

9. Representation by Counsel.

This Agreement has been carefully read by the Parties and the contents hereof are known and understood by them. The Parties have had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review and advisability of executing this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.

10. Severability.

Should any part of this Agreement be declared invalid, void or unenforceable, all remaining parts shall remain in full force and effect and shall in no way be invalidated or effected.

11. No Precedent.

The Parties to this Agreement understand and agree that the execution of this document shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future charge, claim, grievance, complaint, or lawsuit resulting from the same, similar or different circumstances.

12. Interpretation and Construction.

The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this Agreement. In interpreting this Agreement, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed.

13. Entire Agreement.

This Agreement contains the entire agreement regarding the matters set forth herein. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the matters set forth herein, not expressly set forth in this Agreement, are of no force or effect. Any changes in this Agreement, whether by additions, deletions, waivers, amendments or modifications, may only be made in a signed writing.

14. Enforceability.

The Superior Court of California, County of San Joaquin, shall retain jurisdiction over the rights and obligations of the parties, and the interpretation and performance of this Agreement.

15. Authorized Signatory.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and

legal agreement binding on such party and enforceable in accordance with its terms

16. Counterparts and Facsimile / Scanned / Photocopied Signatures.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be considered one and the same instrument. Facsimile and/or photocopied or scanned signatures shall be accepted as original signatures.

17. Enforcement of Settlement, C.C.P., § 664.6

The Parties agree that the San Joaquin County Superior Court shall retain jurisdiction over this case for the limited purposes of enforcing the terms of this Agreement pursuant to Code of Civil Procedure § 664.6.

If any action at law or in equity, including an action for Declaratory Relief is brought to enforce or interpret the provisions of this Settlement and Release Agreement; the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which the party may be entitled, including costs.

For your protection, California law requires the following to appear on this form:

“ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.”

The Undersigned has read the foregoing Release and fully understands it.

IN WITNESS WHEREOF, the Parties execute this Agreement.

DATED: 5-3-21

[Signature]
[Redacted] A MINOR BY AND
THROUGH HER GUARDIAN AD LITEM
KOU HER

The foregoing Release was executed under my direction and advice as to all known, unknown, present, and future claims, and is approved as to form.

DATED: 5/3/2021

By Walter T. Wroten
Walter Wroten, Esq.
ATTORNEY FOR PLAINTIFF

RELEASE OF ALL CLAIMS

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS SETTLEMENT AND RELEASE that **CARA ROBINSON** ("Releasor") hereby acknowledges, that pursuant to the terms of this release, Releasor shall dismiss with prejudice **DARREN SANDOVAL**, and that the **CITY OF STOCKTON** shall, within thirty (30) days of execution of this release and the filing of a stipulated dismissal with prejudice, issue a draft for **Three Thousand Seven Hundred Fifty Dollars and 00/100 (\$3,750.00)**, payable to **LAW OFFICES OF KELLAN PATTERSON (FBO Cara Robinson)**. The undersigned does hereby accept said draft and in consideration thereof, does hereby release and forever discharge **DARREN SANDOVAL AND THE CITY OF STOCKTON** ("Releasees"), and its agents and employees, of and from any and all claims (inclusive of all liens, known or unknown), demands, actions and causes of action, arising out of or which are in any way incidental to that certain accident, casualty, or event which occurred on or about **September 18, 2014**, in Stockton, California, which is the subject of the litigation *Ronny Robinson, et al., v. Stockton Unified School District*, United States District Court Eastern District of California case no. 2:16-cv-02111-KJM-DB, and for which the undersigned claims the above-named parties are legally liable in damages, which legal liability and damages are disputed and denied, and the undersigned agrees that this release shall not be deemed or treated as an admission of liability or responsibility by the above-named parties for said accident in any manner whatsoever, and the undersigned warrants that no promise or inducement has been offered except as herein set forth; that this release is executed without reliance upon any statement or representation by the parties released, or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages and/or legal liability therefore; that the undersigned is of legal age, legally competent to execute this release on her own behalf, and accepts full responsibility therefore, and executes this release after consultation with **Kellan Patterson, Esq.**, the attorney for the undersigned.

The undersigned agrees, as a further consideration and inducement for this compromise settlement, that it is a full and final release of and from any and all claims, demands, actions, and causes of action of any and every kind or nature whatsoever, present or future, known or unknown, contemplated or un contemplated, arising out of or connected with said accident, whether for injury to person or property or because of death, and for any and all damages of any

kind which have been or might exist against the Releasees herein or any other person in favor of Releasors; and it is further understood and agreed that this release shall apply to any and all claims for unknown, or unsuspected or unanticipated injuries and/or results from injuries, including death, which might be asserted by the undersigned as well as to those now disclosed.

And as a further consideration for the making of said settlement and release, the undersigned Releasor expressly agrees:

(1) To waive all rights given by section 1542 of the Civil Code of the State of California which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."

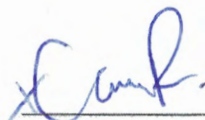
(2) That all liens, encumbrances, or claims of liens, or assignments in law or equity or otherwise, of or against the claim or cause of action of the undersigned herein which might exist shall be satisfied by the undersigned herein. The undersigned hereby agrees to defend, indemnify, and hold harmless the Releasees from any such liens, encumbrances, or claims of liens, or assignments from any person.

(3) The undersigned Releasor agrees to dismiss, with prejudice, the action entitled *Ronny Robinson, et al., v. Stockton Unified School District*, United States District Court Eastern District of California case no. 2:16-cv-02111-KJM-DB.

(4) That each party is to bear their own attorney's fees and costs.

The word "undersigned" includes the plural as well as the singular when more than one person executes this release.

Signed and acknowledged this 2nd day of January, 2019, at Sacramento, California.



CARA ROBINSON

The foregoing Release was executed under my direction and advice as to all known, unknown, present, and future claims.

DATED: January 2, 2019

By 
KELLAN PATTERSON, ESQ.
Attorney for Plaintiff

SETTLEMENT AND RELEASE

1. PARTIES

This Settlement and Release ("AGREEMENT") is made by and between Plaintiff HASAN SHAHRIAR, guardian ad litem for his daughter, E.H., a minor and Defendants ROBERT LOCKE MOLTHEN, AARON ROBERT BURNELL and HUMBERTO JAVIER CENTENTO (hereinafter "DEFENDANTS").

2. RECITALS

Whereas, E.H. filed a lawsuit in U.S. District Court for the Eastern District of California, Case No.2;16-cv-02863-JAM-CKD, titled *E.H. et al. v. Molthen et al.* in which E.H. claimed that DEFENDANTS violated her civil rights following an incident on December 9, 2014 in Stockton, California.

Whereas, without making any admissions concerning the issues of liability or the litigation in general, it is the intention of E.H. and DEFENDANTS (hereinafter "PARTIES") herein to dismiss the litigation as it pertains to E.H.'s claims with prejudice and settle all disputes, controversies, claims and causes of actions in dispute or which could have been in dispute.

3. PAYMENT AND RELEASE

As part of the consideration and in exchange for the terms, conditions, releases, warranties and covenants contained herein and pursuant to the court order approval of the minor's compromise signed Judge John Mendez on August 14, 2018, Case No. 2:16-cv-002863-JAM-CKD, DEFENDANTS agree to pay Two Thousand Dollars (\$2,000) to FRANK M. PACHECO and ENAYA HASAN. The settlement payment by DEFENDANTS will not be due until the following conditions are met:

(1) A filed-endorsed copy of the minor's compromise and court order approving the settlement and payment instructions for the \$2,000 allocated to E.H.;

(2) A filed-endorsed copy of the Dismissal of Action with prejudice or by Request for Dismissal and Order of Dismissal with prejudice of E.H.'s claims filed the U.S. District Court for the Eastern District of California is provided to the defendants.

In consideration for the full and timely performance of all terms and conditions of this AGREEMENT in the manner prescribed herein, E.H., on behalf of themselves and on behalf of E.H.'s respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, members, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, investors, joint venturers, servants, employees, representatives, and all persons, firms, associations, and/or corporations connected with her, including without limitation her insurers, sureties, attorneys, consultants and experts, forever release, acquit and discharge DEFENDANTS, and all persons, firms, associations, and/or corporations connected with the other DEFENDANTS of and from any and all claims, demands,

causes of action, obligations, liens, damages, losses, costs, attorneys' fees and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, including any and all rights to subrogation and/or indemnity, which she may have or may hereafter have as against DEFENDANTS by reason of any matter or cause based upon or related to the E.H.'s claims.

4. WAIVER OF UNKNOWN CLAIMS

E.H. through her guardian ad litem acknowledges that there is a risk that, subsequent to the execution of the AGREEMENT, they may incur, suffer or sustain injury, loss, damage, costs, attorneys' fees, expenses, or any of these, which are in some way legally caused or connected with the allegations set forth in the E.H.'s claims and which are unknown and unanticipated at the time that this AGREEMENT is executed, which are not presently capable of being ascertained. E.H. further acknowledges that there is a risk that such damages as are presently known may hereafter become more serious than they now expect or anticipate. Nevertheless, E.H. expressly waives all rights she may have in such unsuspected claims. In doing so, E.H. through her guardian ad litem has had the benefit and advice of counsel and hereby knowingly and specifically waives their rights under California Civil Code Section 1542 which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.”

The PARTIES hereby specifically waive any and all rights and benefits under the foregoing section as they relate to the matters released in this AGREEMENT and acknowledge that this settlement would not be made without such a waiver.

5. DISCLOSURE AND INDEMNIFICATION

E.H. through her guardian ad litem covenants and declares that there are no liens, claims, or demands of any kind either by any person providing services to E.H. or by any attorney either past or present who may have represented the E.H. in the above-cited action. E.H. further agrees for herself, her heirs, her executors, her administrators and assigns to indemnify and forever hold harmless DEFENDANTS herein being released, and their attorneys, from any claims by any past or present individuals, entities, corporations, partnerships, associations, administrators and assigns or other persons who may have or may in the future arising out of the subject matter of this lawsuit and/or who make a claim or place a lien or demand upon the proceeds of the settlement herein.

6. ENFORCEMENT OF AGREEMENT

The federal court retains jurisdiction to enter judgment and further retains discretion to sanction any of the PARTIES that do not sign the AGREEMENT and/or provide a request for dismissal with prejudice and/or otherwise comply with their obligations under this AGREEMENT upon noticed motion of any party.

7. CONTROLLING LAW

This AGREEMENT shall be construed in accordance with the laws of the State of California.

8. ATTORNEYS' FEES AND COSTS

The PARTIES are to bear their own attorneys' fees, expenses, and costs in connection with E.H.'s claims, except if any action is required to enforce the terms and conditions of this AGREEMENT, the prevailing party shall be entitled to recover all reasonable attorneys' fees, expenses, and costs.

9. RULE OF CONSTRUCTION

This AGREEMENT was the result of a negotiated settlement and may not be construed as having been prepared by the DEFENDANTS. The PARTIES and their counsel have reviewed this AGREEMENT and specifically agree that any rule of construction to the effect that ambiguities would be resolved against the drafting party, shall not apply to the interpretation of this AGREEMENT.

10. SEVERABILITY

The heading and numbering of the different paragraphs of this AGREEMENT are inserted for convenient reference only and are not to be taken as part of the AGREEMENT to control or affect the meaning, construction or effect of the same. If any of the terms, rights, provisions or duties of this AGREEMENT are deemed void or unenforceable for any reason, the remaining terms, rights, provisions and duties shall be unimpaired and shall remain valid and enforceable, as long as the same is consistent with the intention of the PARTIES in entering into this AGREEMENT.

11. AUTHORITY

Each of the signatories on behalf of the PARTIES to this AGREEMENT hereto represents and warrants that the signatories to this AGREEMENT have full authority to execute this AGREEMENT.

12. REPRESENTATIONS

The PARTIES agree that no representation or promise not expressly contained in this AGREEMENT has been made and further promise that they are not entering into the AGREEMENT on the basis of any promise, representation, express or implied, not otherwise contained herein. The PARTIES further acknowledge that they have read this AGREEMENT and voluntarily execute the same.

13. COMPROMISE OF DISPUTED CLAIM

This AGREEMENT is a compromise among E.H. through her guardian ad litem and the DEFENDANTS of a disputed claim. This AGREEMENT is not and may not be construed as an admission of liability, fault or responsibility on the part of the DEFENDANTS nor shall the payment of any sum of money in consideration for the execution of this AGREEMENT, constitute or be construed as an admission of any liability whatsoever by any of the DEFENDANTS hereto, each of which continues to deny such liability and disclaim any alleged responsibility.

14. EFFECT OF AGREEMENT

This AGREEMENT shall be binding upon the heirs, executors, administrators, employees, trustors, trustees, insurers, attorneys, consultants, agents, representatives, predecessors, successors, subsidiaries, affiliated companies, principals, partners, officers, directors, servants, sureties and assigns of the PARTIES hereto, freely, voluntarily and without fraud, duress, or undue influence and after full recommendation and approval by their attorneys.

15. AMENDMENTS OR MODIFICATIONS

This AGREEMENT contains the entire understanding of E.H. and DEFENDANTS concerning this matter. This AGREEMENT may be amended or modified only by a writing executed by E.H. and DEFENDANTS.

16. MATERIALITY OF BARGAIN FOR EXCHANGE

Each and every covenant, promise, representation, obligation and condition of this AGREEMENT is separately bargained for and each is a material inducement to E.H. and DEFENDANTS' execution of this AGREEMENT

17. FINAL AGREEMENT/INTEGRATION

The PARTIES agree that no representations or promises other than those expressly contained in this AGREEMENT, have been made and further acknowledge that the PARTIES are not entering into this AGREEMENT on the basis of any promise or representation, express or implied, which is not contained in this AGREEMENT. This AGREEMENT contains the entire AGREEMENT between the PARTIES and the terms of this AGREEMENT are contractual and not mere recitals.

The PARTIES to this AGREEMENT has fully investigated the subject matter of this AGREEMENT, has consulted such independent counselors and consultants as required, and does not rely on any statement of fact or opinion of any other party to this AGREEMENT.

18. NO RECISSION

Each of the PARTIES to this AGREEMENT agrees that in no event may this AGREEMENT be rescinded after it is executed except upon a final judicial order of legal inability, based upon a legal proceeding initiated by a person or entity which is not a party, nor affiliated with a party, to this AGREEMENT. The sole remedy of any party arising from any claims under this AGREEMENT, based upon any legal or equitable theory whatsoever, shall be for monetary damages or equitable relief to enforce this AGREEMENT.

19. LEGAL REPRESENTATION

E.H. and DEFENDANTS declare that they have been represented in the negotiations and preparation of this AGREEMENT by counsel of their own choice, and that they are fully aware of its contents and of its legal effect.

20. WARRANTY AGAINST ASSIGNMENT

E.H. through her guardian ad litem warrants that she has not and will not heretofore assign or transfer any interest in any claim and further represents and warrants that in the future, she will not sell, assign, convey or transfer to any other person or entity any of the claims, demands, actions or causes of action which he is releasing, or purport to be releasing, pursuant to the provisions of this AGREEMENT, which she has or may have in relation to matters which are the subject of this AGREEMENT.

21. AUTHORIZATION TO SIGN

The PARTIES executing this AGREEMENT represent and warrant that they are competent and duly authorized to execute this AGREEMENT on behalf of the parties for whom they purport to sign.

22. AGREEMENT VOLUNTARY AND WITHOUT COERCION

The PARTIES further represent and declare that they have carefully read this AGREEMENT and know the contents thereof, and that they sign the same freely and voluntarily. The PARTIES further represent and warrant that during the course of the negotiations leading to the settlement reflected herein, they have had the benefit of advice from experts and consultants as they have deemed necessary.

23. COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the PARTIES at such time as all the signatories have signed a counterpart of this AGREEMENT. All counterparts so executed shall constitute one AGREEMENT binding on all the parties hereto, notwithstanding that all of the PARTIES are not signatory to the same counterpart.

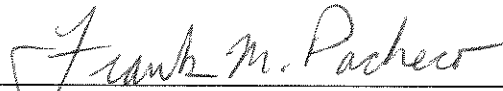
IN WITNESS OF THIS AGREEMENT TO THE FOREGOING TERMS, THE FOLLOWING PARTIES HAS EXECUTED THIS AGREEMENT AS INDICATED BELOW.

Dated: 9-17-18



**E. H., by an through her Guardian ad Litem .
HASAN SHAHRIAR**

Dated: 9-17-18



**FRANK M. PACHECO, Attorney for E.H.
and Guardian ad Litem HASAN SHAHRIAR**

Dated: 9-25-18



**CHARLES H. BOLCOM, Attorney for
Defendants ROBERT LOCKE MOLTHEN,
AARON ROBERT BURNELL and HUMBERTO
JAVIER CENTENO**

Dated: _____

**JOHN M LUEBBERKE, CITY ATTORNEY for
CITY OF STOCKTON**

SETTLEMENT AND RELEASE

1. PARTIES

This Settlement and Release ("AGREEMENT") is made by and between Plaintiff HASAN SHAHRIAR, (hereinafter "SHAHRIAR") and Defendants ROBERT LOCKE MOLTHEN, AARON ROBERT BURNELL and HUMBERTO JAVIER CENTENTO (hereinafter "DEFENDANTS").

2. RECITALS

Whereas, SHAHRIAR filed a lawsuit in U.S. District Court for the Eastern District of California, Case No.2;16-cv-02863-JAM-CKD, titled *Shahriar et al. v. Molthen et al.* in which SHAHRIAR claimed that DEFENDANTS violated his civil rights following an incident on December 9, 2014 in Stockton, California.

Whereas, without making any admissions concerning the issues of liability or the litigation in general, it is the intention of SHAHRIAR and DEFENDANTS (hereinafter "PARTIES") herein to dismiss the litigation as it pertains to SHAHRIAR'S claims with prejudice and settle all disputes, controversies, claims and causes of actions in dispute or which could have been in dispute.

3. PAYMENT AND RELEASE

As part of the consideration and in exchange for the terms, conditions, releases, warranties and covenants contained herein, DEFENDANTS agree to pay Fifteen Thousand and Five Hundred Dollars (\$15,500.00) to HASAN SHAHRIAR and his attorney, FRANK M. PACHECO. The settlement payment by DEFENDANTS shall not be due until DEFENDANTS receive a filed-endorsed copy of the Dismissal of Action with prejudice or by Request for Dismissal and Order of Dismissal with prejudice of SHAHRIAR'S claims filed the U.S. District Court for the Eastern District of California is provided to the DEFENDANTS

In consideration for the full and timely performance of all terms and conditions of this AGREEMENT in the manner prescribed herein, SHAHRIAR, on behalf of himself and on behalf of his respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, members, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, investors, joint venturers, servants, employees, representatives, and all persons, firms, associations, and/or corporations connected with him, including without limitation his insurers, sureties, attorneys, consultants and experts, forever release, acquit and discharge DEFENDANTS, and all persons, firms, associations, and/or corporations connected with the other DEFENDANTS of and from any and all claims, demands, causes of action, obligations, liens, damages, losses, costs, attorneys' fees and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, including any and all rights to subrogation and/or indemnity, which he may have or may hereafter have as against DEFENDANTS by reason of any matter or cause based upon or related to his claims.

4. WAIVER OF UNKNOWN CLAIMS

SHAHRIAR acknowledges that there is a risk that, subsequent to the execution of the AGREEMENT, he may incur, suffer or sustain injury, loss, damage, costs, attorneys' fees, expenses, or any of these, which are in some way legally caused or connected with the allegations set forth in the SHAHRIAR'S claims and which are unknown and unanticipated at the time that this AGREEMENT is executed, which are not presently capable of being ascertained. SHAHRIAR further acknowledges that there is a risk that such damages as are presently known may hereafter become more serious than he now expects or anticipates. Nevertheless, SHAHRIAR expressly waives all rights they may have in such unsuspected claims. In doing so, he had the benefit and advice of counsel and hereby knowingly and specifically waives his rights under California Civil Code Section 1542 which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.”

The PARTIES hereby specifically waive any and all rights and benefits under the foregoing section as they relate to the matters released in this AGREEMENT and acknowledge that this settlement would not be made without such a waiver.

5. DISCLOSURE AND INDEMNIFICATION

SHAHRIAR covenants and declares that there are no liens, claims, or demands of any kind either by any person providing services to SHAHRIAR or by any attorney either past or present who may have represented the SHAHRIAR in the above-cited action. SHAHRIAR further agrees for himself, his heirs, executors, administrators and assigns to indemnify and forever hold harmless DEFENDANTS herein being released, and their attorneys, from any potential claims from any claims by any past or present individuals, entities, corporations, partnerships, associations, administrators and assigns or other persons who may have or may in the future make a claim or place a lien or demand upon the proceeds of the settlement herein or who may have or may in the future make a claim arising from the subject of this lawsuit.

6. ATTORNEYS' FEES AND COSTS

The PARTIES are to bear their own attorneys' fees, expenses, and costs in connection with SHAHRIAR'S claims, except if any action is required to enforce the terms and conditions of this AGREEMENT, the prevailing party shall be entitled to recover all reasonable attorneys' fees, expenses, and costs.

7. RULE OF CONSTRUCTION

This AGREEMENT was the result of a negotiated settlement and may not be construed as having been prepared by the DEFENDANTS. The PARTIES and their counsel have reviewed

this AGREEMENT and specifically agree that any rule of construction to the effect that ambiguities would be resolved against the drafting party, shall not apply to the interpretation of this AGREEMENT.

8. SEVERABILITY

The heading and numbering of the different paragraphs of this AGREEMENT are inserted for convenient reference only and are not to be taken as part of the AGREEMENT to control or affect the meaning, construction or effect of the same. If any of the terms, rights, provisions or duties of this AGREEMENT are deemed void or unenforceable for any reason, the remaining terms, rights, provisions and duties shall be unimpaired and shall remain valid and enforceable, as long as the same is consistent with the intention of the PARTIES in entering into this AGREEMENT.

9. AUTHORITY

Each of the signatories on behalf of the PARTIES to this AGREEMENT hereto represents and warrants that the signatories to this AGREEMENT have full authority to execute this AGREEMENT.

10. REPRESENTATIONS

The PARTIES agree that no representation or promise not expressly contained in this AGREEMENT has been made and further promise that they are not entering into the AGREEMENT on the basis of any promise, representation, express or implied, not otherwise contained herein. The PARTIES further acknowledge that they have read this AGREEMENT and voluntarily execute the same.

11. COMPROMISE OF DISPUTED CLAIM

This AGREEMENT is a compromise among the SHAHRIAR and the DEFENDANTS of a disputed claim. This AGREEMENT is not and may not be construed as an admission of liability, fault or responsibility on the part of the DEFENDANTS nor shall the payment of any sum of money in consideration for the execution of this AGREEMENT, constitute or be construed as an admission of any liability whatsoever by any of the DEFENDANTS hereto, each of which continues to deny such liability and disclaim any alleged responsibility.

12. EFFECT OF AGREEMENT

This AGREEMENT shall be binding upon the heirs, executors, administrators, employees, trustors, trustees, insurers, attorneys, consultants, agents, representatives, predecessors, successors, subsidiaries, affiliated companies, principals, partners, officers, directors, servants, sureties and assigns of the PARTIES hereto, freely, voluntarily and without fraud, duress, or undue influence and after full recommendation and approval by their attorneys.

13. AMENDMENTS OR MODIFICATIONS

This AGREEMENT contains the entire understanding of SHAHRIAR and DEFENDANTS concerning this matter. This AGREEMENT may be amended or modified only by a writing executed by all the SHAHRIAR and DEFENDANTS.

14. MATERIALITY OF BARGAIN FOR EXCHANGE

Each and every covenant, promise, representation, obligation and condition of this AGREEMENT is separately bargained for and each is a material inducement to the SHAHRIAR and DEFENDANTS' execution of this AGREEMENT

15. FINAL AGREEMENT/INTEGRATION

The PARTIES agree that no representations or promises other than those expressly contained in this AGREEMENT, have been made and further acknowledge that the PARTIES are not entering into this AGREEMENT on the basis of any promise or representation, express or implied, which is not contained in this AGREEMENT. This AGREEMENT contains the entire AGREEMENT between the PARTIES and the terms of this AGREEMENT are contractual and not mere recitals.

The PARTIES to this AGREEMENT has fully investigated the subject matter of this AGREEMENT, has consulted such independent counselors and consultants as required, and does not rely on any statement of fact or opinion of any other party to this AGREEMENT.

16. NO RECISSION

Each of the PARTIES to this AGREEMENT agrees that in no event may this AGREEMENT be rescinded after it is executed except upon a final judicial order of legal inability, based upon a legal proceeding initiated by a person or entity which is not a party, nor affiliated with a party, to this AGREEMENT. The sole remedy of any party arising from any claims under this AGREEMENT, based upon any legal or equitable theory whatsoever, shall be for monetary damages or equitable relief to enforce this AGREEMENT.

17. LEGAL REPRESENTATION

The SHAHRIAR and DEFENDANTS declare that they have been represented in the negotiations and preparation of this AGREEMENT by counsel of their own choice, and that they are fully aware of its contents and of its legal effect.

18. WARRANTY AGAINST ASSIGNMENT

SHAHRIAR warrants that he has not heretofore assigned or transferred any interest in any claim and further represents and warrants that in the future, he will not sell, assign, convey or transfer to any other person or entity any of the claims, demands, actions or causes of action which he is releasing, or purport to be releasing, pursuant to the provisions of this

AGREEMENT, which he has or may have in relation to matters which are the subject of this AGREEMENT.

19. AUTHORIZATION TO SIGN

The PARTIES executing this AGREEMENT represent and warrant that they are competent and duly authorized to execute this AGREEMENT on behalf of the parties for whom they purport to sign.

20. AGREEMENT VOLUNTARY AND WITHOUT COERCION

The PARTIES further represent and declare that they have carefully read this AGREEMENT and know the contents thereof, and that they sign the same freely and voluntarily. The PARTIES further represent and warrant that during the course of the negotiations leading to the settlement reflected herein, they have had the benefit of advice from experts and consultants as they have deemed necessary.

21. COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the PARTIES at such time as all the signatories have signed a counterpart of this AGREEMENT. All counterparts so executed shall constitute one AGREEMENT binding on all the parties hereto, notwithstanding that all of the PARTIES are not signatory to the same counterpart.

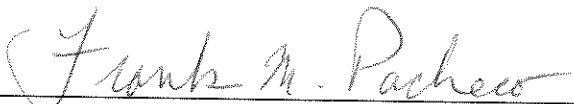
IN WITNESS OF THIS AGREEMENT TO THE FOREGOING TERMS, THE FOLLOWING PARTIES HAS EXECUTED THIS AGREEMENT AS INDICATED BELOW.

Dated: 9-17-18




HASAN SHAHRIAR

Dated: 9-17-18



**FRANK M. PACHECO, ATTORNEY FOR
HASAN SHAHRIAR**

Dated: 9-25-18



**CHARLES H. BOLCOM, ATTORNEY FOR
DEFENDANTS ROBERT LOCKE MOLTHEN,
ARRON ROBERT BURNELL AND
HUMBERTO JAVIER CENTENO**

Dated: _____

JOHN M. LUEBBERKE
CITY ATTORNEY FOR CITY OF STOCKTON

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE (the "Agreement") is dated and entered into as of March 11, 2021, by and between Nathaniel Smith ("Plaintiff") and the City of Stockton (the "City"). (Plaintiff and the City together shall be known as the "Parties.")

RECITALS

A. On February 12, 2015, Plaintiff filed the lawsuit entitled *Nathaniel Smith v. City of Stockton, et al.*, United States District Court, Eastern District of California Case No. 2:15-cv-00363-KJM-AC (the "Action"). Plaintiff named, as Defendants in the Action, the City of Stockton, Stockton Police Department Officers Patrick Mayer, Robin Harrison, and Michael Perez, and Stockton Chief of Police Eric Jones ("Defendants").

B. Defendants filed Answers denying the material allegations and asserting affirmative defenses.

C. The Parties have reached a settlement of the Action that includes a full, complete, and final settlement of each of the disputes and claims that Plaintiff raised or asserted or could have raised or asserted, and the Parties are entering into this Agreement to document that settlement.

NOW, THEREFORE, in consideration of the mutual commitments and undertakings contained in this Agreement, the Parties agree:

1. Terms of the Settlement.

(a) The City shall pay \$600,000.00 (the "Settlement Amount") in the manner this Agreement sets forth in full and complete satisfaction of any and all claims that Plaintiff asserted or raised or could have asserted or raised, including without limitation any and all claims for attorneys' fees, expert fees, and costs and expenses. The City shall pay the Settlement Amount without withholding or deducting any amount.

(b) The City shall pay the Settlement Amount by check made payable as Plaintiff's counsel shall jointly designate in writing to counsel for the City and mail it to Plaintiff's counsel of record at the address that Plaintiff's counsel shall jointly designate in writing to counsel for the City within 30 days after all of the following have occurred: (i) Plaintiff and his counsel have signed this Agreement and delivered it to Defendants' counsel; (ii) Plaintiff's counsel has reviewed and signed and provided their signature to Defendants' counsel or otherwise stated their approval of the Stipulation for Dismissal in the form attached as Exhibit A (the "Stipulation for Dismissal"); (iii) Plaintiff's counsel has provided Defendants with an appropriate tax identification number(s) for the payee(s); and (iv) Plaintiff's counsel have jointly designated in writing to counsel for the City the manner in which the settlement check is to be made payable and the address to which it is to be sent.

(c) Starting three court days after the date the Settlement Amount is delivered to Plaintiff's counsel, counsel for Defendants shall be entitled to file the Stipulation for Dismissal with the Court, dismissing the Action with prejudice as to all of Plaintiff's claims, each party to bear all of its own costs, fees, and expenses, including without limitation attorneys' fees and costs and expert fees and costs.

(d) Plaintiff shall defend, indemnify, and hold harmless each Releasee (defined in Section 2, below), from and against any and all (i) tax consequences that may arise from payment of the Settlement Amount, (ii) claims or demands of subrogation or any medical, legal, worker's compensation lien, or any and all governmental, private, or public compensation liens asserted by any person or entity that has (or claims to have) furnished, supplied, or paid or will furnish, supply, or pay benefits, anything of value, or any form of compensation to or for Plaintiffs, and (iii) claims of any federal, state, or local government entity for taxes, interest, fines, levies, penalties, fees, and all other forms of assessment. Plaintiff represents and warrants that he and his counsel will ensure that they will resolve any and all liens or other financial obligations owed to anyone related to the Action, with no involvement or obligation from any Releasee.

(e) Each of the Parties shall sign such further documents and take such further action as reasonably may be reasonably necessary to effectuate the terms of this Agreement.

2. General Release.

Plaintiff, having received independent legal advice, voluntarily, knowingly, and willingly releases, acquits, and forever discharges each of the Defendants and each of their former, current, and future partners, agents, employees, employers, consultants, officers, directors, board members, shareholders, parents, spouses, subsidiaries, distributors, attorneys, representatives, successors, assigns, owners, insurers, and servants, their heirs, distributees, executors, and administrators (collectively, "Releasees"), from any and all actions, causes of action, suits, obligations, proceedings, charges, complaints, debts, agreements, promises, liabilities, claims, demands, damages, liens, or causes of any kind, foreseen or unforeseen, suspected or unsuspected, vested or contingent, accrued or unaccrued, concealed or hidden, which Plaintiff has or may have from the beginning of time to the date he signs this Agreement, including without limitation any and all claims for or in any way related to attorneys' fees and costs, including without limitation attorneys' fees and costs incurred in connection with the Action and this settlement (collectively, "Claims").

Plaintiff represents that he is entering into this Agreement with his full and informed knowledge and consent, that this Agreement is intended to cover all possible Claims, and that the consideration recited in this Agreement is all that Plaintiff and his attorneys, agents, or representatives are ever to receive from any Releasee for any and all Claims and any and all other expenses of any kind or nature whatsoever arising from any incident, circumstance, matter, fact, claim, event, happening, or thing of any kind or

nature whatsoever that arose, occurred, or took place at any time from the beginning of time.

3. Section 1542 Waiver.

California Civil Code Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The above Release constitutes a full release in accordance with its terms. Plaintiff knowingly and voluntarily waives the provisions of Section 1542 and acknowledges that this waiver is an essential and material term of the Release.

4. Miscellaneous.

(a) Plaintiff represents and warrants that, other than the Action, he has not filed any complaints, claims, or actions against any of the Releasees, and if any agency or court assumes jurisdiction over any complaint, claim, or cause of action released against any of the Releasees on behalf of Plaintiff, then Plaintiff shall direct that agency or court to withdraw from or dismiss the matter with prejudice.

(b) Plaintiff represents and warrants that he has not assigned or transferred, or purported to assign or transfer, any claim or cause of action released, and Plaintiff indemnifies and holds each of the Releasees harmless against any liability, loss, damage, cost, or expense (including attorneys' fees) arising out of any breach of this representation and warranty.

(c) Each of the Parties shall bear its own costs and fees of the Action, the dismissal and settlement of it, and this Agreement. This includes, without limitation, court costs, attorneys' fees, and expert witness fees.

(d) If any party commences, joins in, or in any manner seeks relief through any action, suit, or proceeding relating to, arising out of, or connected with this Agreement, the prevailing party or parties shall recover from the non-prevailing party or parties any and all damages caused to the prevailing party or parties including, but not limited to, all reasonable attorneys' fees.

(e) Each of the Parties represents that it has been fully advised by his/her/its counsel, or has had sufficient opportunity to be fully advised by his/her/its counsel, as to each provision contained in this Agreement.

(f) This Agreement supersedes all prior negotiations and agreements among or between the Parties, and none of the Parties is relying on any understanding, promise, or agreement among or between any of the Parties other than those expressly set forth in this Agreement. Moreover, each of the Parties warrants that no promise or inducement has been made or offered except as referred to or stated in this Agreement, and that this Agreement is signed without reliance on any statement or representation by any of the Parties or any representative of any of the Parties concerning the nature or extent of damages or legal liability.

(g) This Agreement may not be changed orally. It may be changed only by a writing signed by the party(ies) to be charged.

(h) This Agreement may be signed in counterparts, each of which shall be deemed an original, and any counterpart shall have the same effect as if all Parties had signed the same counterpart. Signatures on this Agreement may be delivered by fax or email.

(i) If any provision or term of this Agreement is declared or determined to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement, and the illegal or invalid provision or term shall be deemed not to be a part of this Agreement.

(j) No waiver of a breach of this Agreement is enforceable unless it is in a writing signed by the party(ies) to be charged. Any waiver of breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

(k) Each of the Parties has reviewed this Agreement, and the rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting party shall not be used in the interpretation of this Agreement.

(l) Each representation and warranty contained in this Agreement survives the execution of this Agreement.

(m) Each of the Parties, for itself, represents that it is not suffering from any incapacity and is fully competent to enter into this Agreement. Each of the Parties represents it has carefully read, and understands, the contents of this Agreement and signs the same as their own free act.

(n) This Agreement and the transactions contemplated in it are governed by California law and the exclusive venue for resolving any disputes shall be the United States District Court, Eastern District of California.

(o) By settling the Action and entering into this Agreement, none of the Parties admits liability to any other party or any wrongdoing, and this Agreement does not constitute, and is not evidence or an admission of, any liability or wrongdoing by any party.

(p) Except as otherwise provided in this Agreement, any notice, paper, or payment required or appropriate to be given or sent pursuant to this Agreement shall be sent as follows (or to such other address or number as any party may notify the other party of):

If to counsel for Plaintiff:

Lori Rifkin
RIFKIN LAW OFFICE
3630 High Street #18917
Oakland, California 94619
Telephone No.: (510) 414-4132
lrifkin@rifkinlawoffice.com

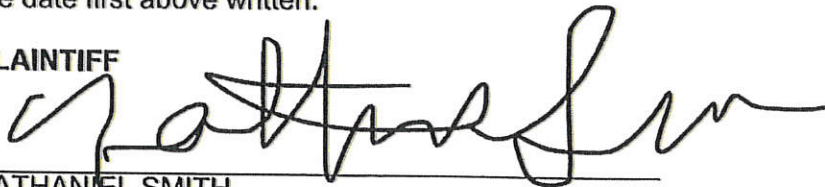
If to counsel for the City:

Dana A. Suntag
Herum\Crabtree\Suntag
A California Professional Corporation
5757 Pacific Avenue, Suite 222
Stockton, California 95207
Telephone No. (209) 472-7700
dsuntag@herumcrabtree.com

[signatures are on the next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PLAINTIFF



NATHANIEL SMITH

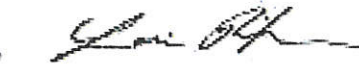
CITY OF STOCKTON

By 

JOHN LUEBBERKE
City Attorney

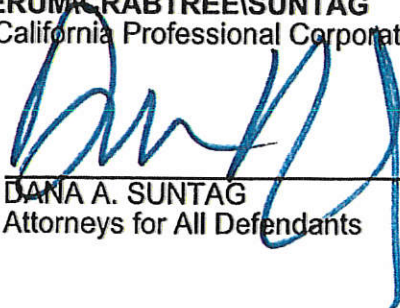
APPROVED AS TO FORM AND CONTENT:

RIFKIN LAW OFFICE

By 

LORI RIFKIN
Attorneys for Plaintiff
Nathaniel Smith

HERUMCRABTREE\SUNTAG
A California Professional Corporation

By 

DANA A. SUNTAG
Attorneys for All Defendants

MEDICARE/MEDI-CAL RELEASE AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

As part of the consideration for the payment of **Five Thousand and Five Hundred Dollars and No/100 (\$5,500.00)** for my bodily injury claim, I, **Jamie Thao**, (“Releasor”), for myself, my heirs, executors, administrators, legal representatives, successors, and assigns, have agreed to and hereby do **indemnify and hold harmless CITY OF STOCKTON and JOHN DAVID GRIFFIN** (“Releasee(s)”) from **any and all** claims, demands, actions, and/or causes of action brought by Medicare/Medi-Cal, or **any other** service provider, collection agency, entity, company, or individual serving as an agent or representative for Medicare/Medi-Cal for repayment or reimbursement of medical bills, satisfaction of a lien or liens, or fulfillment of any other obligations owed to Medicare/Medi-Cal by Releasor as a result of the settlement arising from an accident which **occurred on or about May 1, 2018 at or near Manthey road near Chicago Avenue, Stockton, State of California**. By signing this Release and Indemnification Agreement, Releasor agrees to be fully and completely responsible for the full amount of the Medicare/Medi-Cal liens **and any and all** fees, costs, expenses, penalties, attorneys’ fees, interest, and all other damages which may be incurred by Releasee(s) arising out of, or associated with, the Medicare/Medi-Cal liens. As part of this Agreement, Releasor hereby acknowledges, covenants, and warrants the following:

I received valuable consideration in the form of settlement monies from **CITY OF STOCKTON and JOHN DAVID GRIFFIN** in exchange for a full and complete release and indemnification of all past, present, and future claims against Releasee(s) as a result of the accident;

I received medical treatment for bodily injuries sustained as a result of the aforementioned accident and all or part of said medical treatment was paid, covered, or reimbursed by Medicare/Medi-Cal;

I acknowledge Medicare/Medi-Cal has a statutory lien under Health and Safety Code Section 14124.70 et seq. for medical benefits paid, and I recognize this lien gives the government a right of recovery superior to that of all other persons or entities;

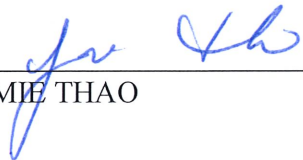
I hereby warrant that upon receipt of the settlement proceeds, I will promptly satisfy the Medicare/Medi-Cal liens with the settlement funds, and I understand and acknowledge that the burden of satisfying the Medicare/Medi-Cal liens is exclusively the obligation of Releasor (and my attorney(s), if applicable) herein;

If I fail to fully satisfy the Medicare/Medi-Cal liens, I shall be fully and completely liable for all damages arising from such failure and hereby agrees to **fully and completely indemnify and hold harmless** Releasee(s) in accordance with the terms set forth in this Release and Indemnification Agreement;

I further understand that in accordance with my agreement to **indemnify and hold harmless**, I will be fully responsible for **any and all damages**, including but not limited to the full amount of the Medicare/Medi-Cal liens, all fees, costs, expenses, penalties, attorneys' fees, interest, and all other damages which may be incurred by Releasee(s) arising out of, or associated with, the above referenced Medicare/Medi-Cal liens;

I have read this Release and Indemnification Agreement and have satisfied myself regarding the scope, terms and effect of this Agreement. Understanding such terms, and having not been influenced by any representations made by anyone, I desire to accept said terms and enter into this Release and Indemnification Agreement as part of my settlement with Releasor(s).

EXECUTED this 3 day of May, 2021, at Stockton, California.



JAMIE THAO

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is between the Plaintiff Jamie Thao (hereinafter “Plaintiff” represented by Walter Wroten, Esq. of Law Offices of Brookman & Wroten and Defendants City of Stockton and John David Griffin (collectively hereinafter “City,” represented by Deputy City Attorney Sophia Retchless) collectively referred to as the “Parties”.

RECITALS

A. On or about April 4, 2019, Plaintiff filed a lawsuit in the Superior Court of California, County of San Joaquin, Case number STK-CV-UAT-2019-4148 against City. Plaintiff alleged she sustained personal injuries and damages as a result of an accident which occurred on or about May 1, 2018, in Stockton, California, which is the subject of the litigation *Jamie Thao; et al. v. City of Stockton; et al.*, San Joaquin County Case No. STK-CV-UAT 2019-4148 (hereinafter “INCIDENT”).

B. Plaintiff and City have voluntarily agreed to settle the matter informally. The result of that process is a resolution of the entirety of Plaintiff’s lawsuit. Therefore, the Parties wish to resolve any and all disputes between them and to provide for the settlement and release of any and all disputes and/or controversies which have arisen or may hereafter arise between the Parties, including without limitation any and all complaints, claims or grievances arising out of, or in any way related to the Complaint.

AGREEMENT AND RELEASE

NOW THEREFORE, for good and valuable consideration, including the general release described and contained below, and the compromise, settlement and dismissal of the Complaint, the Parties hereby agree as follows:

1. Payment to Plaintiff.

Conditional upon full execution of this agreement by Plaintiff, the City shall pay to Plaintiff a one-time payment in the amount of five thousand and five hundred dollars and zero cents (\$5,500.00). The check shall be issued payable to either Jamie Thao and Law Offices of Brookman & Wroten or to that firm’s client trust account, as Plaintiff’s counsel may direct.

2. Stipulated Dismissal of the Complaint and any Cross-Complaint with Prejudice.

Within thirty (30) days of the full and complete execution of this Agreement and the City’s obligations set forth in paragraph 1 above, Defendant and/or Plaintiff, will prepare and file with the Court a Dismissal of the Complaint, and/or of all his causes of action as to all Defendants in its entirety with prejudice, each party to bear their own costs and fees.

3. Mutual Waiver of All Fees and Costs.

Except as otherwise expressly provided for in this Agreement, the Parties mutually agree

to a waiver of recovery of any and all fees and costs, including, but not limited to attorney's fees and expert fees incurred in relation to the matters set forth in the Recitals above and described in this Agreement.

All parties expressly agree to bear their own costs and attorneys' fees and to waive recovery of costs pursuant to C.C.P. Section 1032, et. Seq., C.C.P. Section 998 or any other applicable provision.

4. No Admission of Wrongdoing.

None of the Parties admit to any wrongdoing or any liability. All such liability is expressly denied. The entry into and execution of this Agreement shall not be construed to be an admission of any liability or unlawful or wrongful act on the part of any of the Parties.

5. Mutual General Release of All Claims, Known or Unknown.

Excepting the obligations and limitations expressly set forth in this Agreement, the Parties shall and hereby do release and forever discharge each other and each other's past, present or future predecessors, successors, agents, employees, officers, elected officials, attorneys, and all of them, as well as any and all persons acting or allegedly acting by, under, through or in concert with any of them (hereinafter "Releasees"), against any and all claims, damages, actions, causes of action, liabilities, judgments, liens, rights, obligations, promises, acts, costs and expenses, including, but not limited to, attorneys' fees, in connection with or arising out of the Complaint, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, or ever filed or prosecuted which the Parties may now have, or claim to have, or any time previously had, or claimed to have had, against each other, as a result of things undertaken, said, stated, done or admitted to be done up to and including the date of this Agreement, related to the Claims presented in the Complaint.

6. Waiver of Unknown and Unanticipated Claims.

It is understood and agreed that the releases as referred to herein are full and final releases by the Parties and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed, in connection with or arising out of those claims in the Complaint. With respect to any claims by and between the Parties, the Parties expressly waive the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties acknowledge that this release has been negotiated and agreed upon and that in consideration for the rights and benefits under this Agreement, the Parties intend and hereby do release, acquit and forever discharge each other from any and all claims in connection with or arising out of the Complaint, including those that are unknown, unsuspected or unforeseen or that are presently unknown and unanticipated.

7. Liens

Plaintiff acknowledges that she has notified all potential lienholders of this action and settlement. Plaintiff further acknowledges that she has assumed full responsibility for satisfying all outstanding liens, if any, which have been or may be asserted by any person or entity, including but not limited to those for medical expenses, attorneys' fees and costs, Plaintiff's expert fees and costs, and the like; and Plaintiff agrees to indemnify and defend City and their representatives for any lien claims for services rendered to Plaintiff in connection with the INCIDENT that City or their representatives have to satisfy as a result of Plaintiff's failure to satisfy the liens.

Plaintiff acknowledges that City shall have no liability or responsibility for any medical care, services, treatments, liens, subrogation claims, fines, penalties or other expenses related to the Incident, and Plaintiff agrees to defend and indemnify City and their insurers for all demands for payment of such claims, fines, penalties or expenses. This provision includes, but is not limited to, any and all liens or claims asserted by Medi-Cal, Medicare, Medicaid, or any demand or action by the California Department of Health Care Services to recover recoup Medi-Cal benefits; or the Center for Medicare and Medicaid Services ("CMS"), or its agent Medicare Secondary Payer Recovery Contractor ("MSPRC"), to recover or recoup Medicare benefits or loss of Medicare benefits, Social Security, or any other local, state or federal agency or department, workers' compensation carrier or fund or any other government agency, including but not limited to Plaintiff's employer(s) at the time of the Incident. It is agreed that should it later be determined that Medi-Cal, Medicare and/or Medicaid has/have made payments for treatment including medical treatment related to the Incident referred to in this Agreement, Plaintiff shall then pay Medi-Cal, Medicare and/or Medicaid for such payments out of the settlement proceeds received pursuant to the Agreement. This provision includes, but is not limited to, any and all liens, claims, fines, or penalties asserted by Medi-Cal, Medicare, Medicaid, CMS, or MSPRC or any other local, state, or federal agency or department, workers' compensation carrier or fund or any other provider of medical care, services, or treatments.

Plaintiff acknowledges and agrees that the Agreement is expressly contingent upon the satisfaction of any liens asserted by or on behalf of Medi-Cal, Medicare, Medicaid, including, but not limited to, any demand or action by CMS or MSPRC, or any other provider of medical care, services, or treatments.

8. Modifications, Amendment and Waiver.

No amendments or modifications to this Agreement shall be of any force or effect unless contained in a writing signed by each Party affected by such modification. No waiver of any of the provisions hereof shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

9. Representation by Counsel.

This Agreement has been carefully read by the Parties and the contents hereof are known and understood by them. The Parties have had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review and advisability of executing

this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.

10. Severability.

Should any part of this Agreement be declared invalid, void or unenforceable, all remaining parts shall remain in full force and effect and shall in no way be invalidated or effected.

11. No Precedent.

The Parties to this Agreement understand and agree that the execution of this document shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future charge, claim, grievance, complaint, or lawsuit resulting from the same, similar or different circumstances.

12. Interpretation and Construction.

The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this Agreement. In interpreting this Agreement, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed.

13. Entire Agreement.

This Agreement contains the entire agreement regarding the matters set forth herein. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the matters set forth herein, not expressly set forth in this Agreement, are of no force or effect. Any changes in this Agreement, whether by additions, deletions, waivers, amendments or modifications, may only be made in a signed writing.

14. Enforceability.

The Superior Court of California, County of San Joaquin, shall retain jurisdiction over the rights and obligations of the parties, and the interpretation and performance of this Agreement.

15. Authorized Signatory.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms

16. Counterparts and Facsimile / Scanned / Photocopied Signatures.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be considered one and the same instrument. Facsimile and/or photocopied

or scanned signatures shall be accepted as original signatures.

17. Enforcement of Settlement, C.C.P., § 664.6

The Parties agree that the San Joaquin County Superior Court shall retain jurisdiction over this case for the limited purposes of enforcing the terms of this Agreement pursuant to Code of Civil Procedure § 664.6.

If any action at law or in equity, including an action for Declaratory Relief is brought to enforce or interpret the provisions of this Settlement and Release Agreement; the prevailing party shall be entitled to recover reasonable attorney’s fees in addition to any other relief to which the party may be entitled, including costs.

For your protection, California law requires the following to appear on this form:

“ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.”

The Undersigned has read the foregoing Release and fully understands it.

IN WITNESS WHEREOF, the Parties execute this Agreement.


DATED: 05-3-21



Jamie Thao

The foregoing Release was executed under my direction and advice as to all known, unknown, present, and future claims, and is approved as to form.

DATED: 5-3-2021

By 

Walter Wroten, Esq.
Law Offices of Brookman & Wroten
ATTORNEYS FOR PLAINTIFF

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is between the Plaintiff Eugene Woods (hereinafter “Plaintiff” represented by Christopher Adamson) and Defendants City of Stockton and Alexander Yanez (hereinafter “City Defendants,” represented by Deputy City Attorney John R. Mulroy) collectively referred to as the “Parties”.

RECITALS

A. On or about May 17, 2019, Plaintiff filed a lawsuit in the Superior Court of California, County of San Joaquin, Case number STK-CV-UAT-2019-6344 against City Defendants. Plaintiff alleged they sustained personal injuries and damages as a result of an event which occurred on or about April 5, 2018, in Stockton, California, which is the subject of the litigation *Eugene Woods v. Alexander Yanez, et al.*, San Joaquin County Case No. STK-CV-UAT-2019-6344 (hereinafter “INCIDENT”).

B. Plaintiff and City Defendants have voluntarily agreed to settle the matter informally. The result of that process is a resolution of the entirety of Plaintiff’s lawsuit. Therefore, the Parties wish to resolve any and all disputes between them and to provide for the settlement and release of any and all disputes and/or controversies which have arisen or may hereafter arise between the Parties, including without limitation any and all complaints, claims or grievances arising out of, or in any way related to the Complaint.

AGREEMENT AND RELEASE

NOW THEREFORE, for good and valuable consideration, including the general release described and contained below, and the compromise, settlement and dismissal of the Complaint, the Parties hereby agree as follows:

1. Payment to Plaintiff.

Conditional upon full execution of this agreement by Plaintiff, the City of Stockton shall pay to Plaintiff a one-time payment in the amount of seventy-thousand dollars and zero cents (\$70,000.00). The check shall be issued payable to either Eugene Woods, Adamson Ahdoot LLP, or to that firm’s client trust account, as Plaintiff’s counsel may direct.

Plaintiff agrees that distribution of the settlement payments set forth above shall occur within thirty (30) days of: (1) the entry of an Order by the Superior Court of California, County of San Joaquin dismissing all claims as to all City Defendants with prejudice, and (2) full execution of this Agreement by all Parties, whichever is later.

2. Stipulated Dismissal of the Complaint and any Cross-Complaint with Prejudice.

Within thirty (30) days of the full and complete execution of this Agreement and the City Defendants’ obligations set forth in paragraph 1 above, Defendant and/or Plaintiff, will prepare and file with the Court a Dismissal of the Complaint, and/or of all his causes of action as to all Defendants in its entirety with prejudice, each party to bear their own costs and fees.

3. Mutual Waiver of All Fees and Costs.

Except as otherwise expressly provided for in this Agreement, the Parties mutually agree to a waiver of recovery of any and all fees and costs, including, but not limited to attorney's fees and expert fees incurred in relation to the matters set forth in the Recitals above and described in this Agreement.

4. No Admission of Wrongdoing.

None of the Parties admit to any wrongdoing or any liability. All such liability is expressly denied. The entry into and execution of this Agreement shall not be construed to be an admission of any liability or unlawful or wrongful act on the part of any of the Parties.

5. Mutual General Release of All Claims, Known or Unknown.

Excepting the obligations and limitations expressly set forth in this Agreement, the Parties shall and hereby do release and forever discharge each other and each other's past, present or future predecessors, successors, agents, employees, officers, elected officials, attorneys, and all of them, as well as any and all persons acting or allegedly acting by, under, through or in concert with any of them (hereinafter "Releasees"), against any and all claims, damages, actions, causes of action, liabilities, judgments, liens, rights, obligations, promises, acts, costs and expenses, including, but not limited to, attorneys' fees, in connection with or arising out of the Complaint, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, or ever filed or prosecuted which the Parties may now have, or claim to have, or any time previously had, or claimed to have had, against each other, as a result of things undertaken, said, stated, done or admitted to be done up to and including the date of this Agreement, related to the Claims presented in the Complaint.

6. Waiver of Unknown and Unanticipated Claims.

It is understood and agreed that the releases as referred to herein are full and final releases by the Parties and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed, in connection with or arising out of those claims in the Complaint. With respect to any claims by and between the Parties, the Parties expressly waive the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties acknowledge that this release has been negotiated and agreed upon and that in consideration for the rights and benefits under this Agreement, the Parties intend and hereby do release, acquit and forever discharge each other from any and all claims in connection with or arising out of the Complaint, including those that are unknown, unsuspected or unforeseen or that are presently unknown and unanticipated.

7. Liens

Plaintiff acknowledges that he has notified all potential lienholders of this action and settlement. Plaintiff further acknowledges that he has assumed full responsibility for satisfying all outstanding liens, if any, which have been or may be asserted by any person or entity, including but not limited to those for medical expenses, attorneys' fees and costs, Plaintiff's expert fees and costs, and the like; and Plaintiff agrees to indemnify and defend City Defendants and their representatives for any lien claims for services rendered to Plaintiff in connection with the INCIDENT that City Defendants or their representatives have to satisfy as a result of Plaintiff's failure to satisfy the liens.

Plaintiff acknowledges that City Defendants shall have no liability or responsibility for any medical care, services, treatments, liens, subrogation claims, fines, penalties or other expenses related to the Incident, and Plaintiff agrees to defend and indemnify City Defendants and their insurers for all demands for payment of such claims, fines, penalties or expenses. This provision includes, but is not limited to, any and all liens or claims asserted by Medi-Cal, Medicare, Medicaid, or any demand or action by the California Department of Health Care Services to recover recoup Medi-Cal benefits; or the Center for Medicare and Medicaid Services ("CMS"), or its agent Medicare Secondary Payer Recovery Contractor ("MSPRC"), to recover or recoup Medicare benefits or loss of Medicare benefits, Social Security, or any other local, state or federal agency or department, workers' compensation carrier or fund or any other government agency, including but not limited to Plaintiff's employer(s) at the time of the Incident. It is agreed that should it later be determined that Medi-Cal, Medicare and/or Medicaid has/have made payments for treatment including medical treatment related to the Incident referred to in this Agreement, Plaintiff shall then pay Medi-Cal, Medicare and/or Medicaid for such payments out of the settlement proceeds received pursuant to the Agreement. This provision includes, but is not limited to, any and all liens, claims, fines, or penalties asserted by Medi-Cal, Medicare, Medicaid, CMS, or MSPRC or any other local, state, or federal agency or department, workers' compensation carrier or fund or any other provider of medical care, services, or treatments.

Plaintiff acknowledges and agrees that the Agreement is expressly contingent upon the satisfaction of any liens asserted by or on behalf of Medi-Cal, Medicare, Medicaid, including, but not limited to, any demand or action by CMS or MSPRC, or any other provider of medical care, services, or treatments.

8. Modifications, Amendment and Waiver.

No amendments or modifications to this Agreement shall be of any force or effect unless contained in a writing signed by each Party affected by such modification. No waiver of any of the provisions hereof shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

9. Representation by Counsel.

This Agreement has been carefully read by the Parties and the contents hereof are known and understood by them. The Parties have had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review and advisability of executing this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.

10. Severability.

Should any part of this Agreement be declared invalid, void or unenforceable, all remaining parts shall remain in full force and effect and shall in no way be invalidated or effected.

11. No Precedent.

The Parties to this Agreement understand and agree that the execution of this document shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future charge, claim, grievance, complaint, or lawsuit resulting from the same, similar or different circumstances.

12. Interpretation and Construction.

The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this Agreement. In interpreting this Agreement, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed.

13. Entire Agreement.

This Agreement contains the entire agreement regarding the matters set forth herein. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the matters set forth herein, not expressly set forth in this Agreement, are of no force or effect. Any changes in this Agreement, whether by additions, deletions, waivers, amendments or modifications, may only be made in a signed writing.

14. Enforceability.

The Superior Court of California, County of San Joaquin, shall retain jurisdiction over the rights and obligations of the parties, and the interpretation and performance of this Agreement.

15. Authorized Signatory.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

16. Counterparts and Facsimile / Scanned / Photocopied Signatures.


This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be considered one and the same instrument. Facsimile and/or photocopied or scanned signatures shall be accepted as original signatures.

17. Enforcement of Settlement, C.C.P., § 664.6

The Parties agree that the San Joaquin County Superior Court shall retain jurisdiction over this case for the limited purposes of enforcing the terms of this Agreement pursuant to Code of Civil Procedure § 664.6.

IN WITNESS WHEREOF, the Parties execute this Agreement.


DATED: 7/09/2021



EUGENE WOODS
Plaintiff

The foregoing Release was executed under my direction and advice as to all known, unknown, present, and future claims, and is approved as to form.

DATED: 07/09/2021

By 

CHRISTOPHER ADAMSON
ATTORNEY FOR PLAINTIFF