

RELEASE IN FULL OF ALL CLAIMS

This Release of All Claims ("Release") is made and entered into by Plaintiff and Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, in favor of Plaintiff, RYAN SMITH, an individual, and is specifically intended to operate in favor of Plaintiff and Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, and any persons described in Section 1.3 below, all of which are specifically intended to be third party beneficiaries of this Release Agreement.

RECITALS

A. Plaintiff, RYAN SMITH, filed a Complaint for Damages on June 29, 2020, naming STATE OF CALIFORNIA, a duly authorized state within the United States of America, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, a government entity, form unknown, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, STATE OF CALIFORNIA DEPARTMENT OF JUSTICE SPECIAL AGENT PATRICK ESTRADA, an individual, and STATE OF CALIFORNIA DEPARTMENT OF JUSTICE SPECIAL AGENT V. TORREZ as Defendants, in Case No. CIVDS2014461 filed with the San Bernardino Superior Court, Central District.

B. In the interest of avoiding cost, difficulty, and uncertainty associated with litigation, the Plaintiff and Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, enter into this Release and intend for it to be a complete and final resolution and discharge of all claims, which are, or might have been, the subject of this lawsuit, upon the terms and conditions set forth below as to Plaintiff's action against each of them.

C. If this case is removed and/or is pending a hearing as to removal to the United States District Court, Eastern Division as Case No: 2:20-cv-9031, or any other federal court, Plaintiff and Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, also enter into this Release and intend for it to be a complete and final resolution and discharge of all claims, which are, or might have been, the subject of any federal lawsuit, upon the terms and conditions set forth below as to Plaintiff's action against each of them.

AGREEMENT

WHEREFORE, based upon the Recitals set forth above, Plaintiff, RYAN SMITH, agrees as follows:

1.0 RELEASE AND DISCHARGE

- 1.1 RYAN SMITH, completely and irrevocably releases and forever discharges CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS

POLICE OFFICER, G. CADDEL, an individual, and those described in paragraph 1.3 below from any and all past, present or future claims, demands, obligations, indemnity claims, subrogation claims, actions, causes of action, wrongful death claims, and compensation of any nature whatsoever, whether based on a tort, contract, civil rights, or other theory of recovery, which Plaintiff now has or would be subject to, or which may hereafter accrue or otherwise be acquired or arise, on account of, or may in any way grow out of this lawsuit, settlement, the matters described in this lawsuit, and all related pleadings, including, without limitation, any and all known or unknown claims to Plaintiff or any future other claims of Plaintiff or his representative, spouse, relatives, heirs, children, successors, or assigns, which have resulted or may result from the alleged acts or omissions of the Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, to the Action. This settlement shall not accrue interest.

- 1.2 This Release on the part of Plaintiff shall be a fully binding and complete settlement and release between the Plaintiff and Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, to the Action, their representatives, executors, administrators, insurers, assigns, relatives, and their representatives, heirs and successors, employers and agents, save only the executory provisions of this Agreement, whether or not parties to the action. The Plaintiff agrees to defend, indemnify, pay for and hold the Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS

POLICE OFFICER, G. CADDEL, an individual, and those mentioned in section 1.3 below, harmless from and against all future and past claims, including those mentioned in section 1.1 above, which include demands, obligations, liens, subrogation claims, fines, actions, causes of action, damages, costs and expenses, including any such claims from any other representative, insurer, relative, successor, spouse, assign or heir of the Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, as described in this Agreement.

- 1.3 The Plaintiff to this Release acknowledge and agree that the Release set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, and those which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiff's decision to enter into this Release.
- 1.4 This Release shall be a fully binding and complete settlement between Plaintiff and Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, to the lawsuit, and those described in this Agreement, including Plaintiff's heirs, assigns, and successors.
- 1.5 The Plaintiff to this Release has been fully advised by his attorneys of the contents of Section 1542 of the Civil Code of the State of California, and said section and the benefits thereof are hereby expressly waived. Said Section 1542 reads as follows:

Section 1542 (General Release - Claims Extinguished)

"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."

- 1.6 The Plaintiff to this Release further agrees that the Plaintiff has accepted this Release as a complete compromise of matters involving disputed issues of law and fact and the Plaintiff accepts this Release in exchange for a waiver of costs. Plaintiff to this Release assumes the risk that the facts or law may be other than what Plaintiff believes and his representatives believe.
- 1.7 It is further agreed between the Plaintiff and Defendants named herein that the Request for Dismissal to be filed after execution of this document will be with prejudice.

2.0 WAIVER OF COST

- 2.1 In consideration of the Agreement and Release set forth herein, Plaintiff, RYAN SMITH and Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual,, agree to accept this Release in exchange for a waiver of costs for each of them.

3.0 DELIVERY OF DISMISSAL WITH PREJUDICE

- 3.1 Concurrently with the execution of this Agreement, counsel for the Plaintiff to this Release shall deliver to counsel for the Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual,

REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, to this lawsuit an executed Request for Dismissal with Prejudice of the Complaint in this matter. Upon execution of this Release, Plaintiff will file said Request for Dismissal with the Court and to enter it as a matter of record after full execution of this Release.

4.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

- 4.1 In entering into this Release, the Plaintiff to this Release represents that he has relied upon the advice of his attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to the Plaintiff to this Release by his attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by the Plaintiff to this Release.
- 4.2 Counsel for the Plaintiff to this Release represent that they fully explained to their client the legal effect of this Release and Request for Dismissal with prejudice provided for herein and that the Release stated herein is final and conclusive forthwith, and the attorneys represent that their client has freely consented to and authorized this Release.

5.0 WARRANTY OF CAPACITY TO EXECUTE DOCUMENT

- 5.1 Plaintiff to this Release represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Release; that Plaintiff has the sole right and exclusive authority to execute this Release; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release.

6.0 GOVERNING LAW

- 6.1 This Release shall be construed and interpreted in accordance with the laws of the State of California.

7.0 ADDITIONAL DOCUMENTS

- 7.1 The Plaintiff to this Release agrees to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of the Release.

8.0 FEES AND COSTS

- 8.1 The Plaintiff and Defendants, CITY OF REDLANDS, a political subdivision of the State of California, REDLANDS POLICE DEPARTMENT, a law enforcement agency, REDLANDS POLICE OFFICER V. HERRERA, an individual, REDLANDS POLICE OFFICER B. WHITEHEAD-GARCIA, an individual, REDLANDS POLICE OFFICER J. FLOYD, an individual, REDLANDS POLICE OFFICER T. FRISCH, an individual, REDLANDS POLICE OFFICER, E. GUTTIERREZ, an individual, REDLANDS POLICE OFFICER D. FRISCH, an individual, and REDLANDS POLICE OFFICER, G. CADDEL, an individual, to the Action shall bear their own costs, attorneys fees, litigation related costs, costs of suit, travel costs, any other type of expenses, and any other expense or monetary item incurred as a result of this case or the facts it is based upon and hereby waive the right to seek recovery of any such costs, fees, or other expenses.

9.0 ENTIRE RELEASE AND SUCCESSORS IN INTEREST

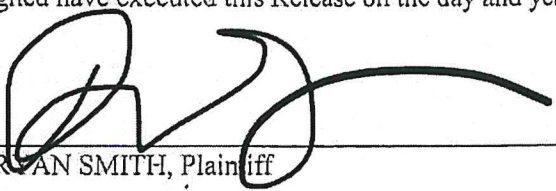
- 9.1 This Release contains the entire agreement by the Plaintiff to the Release with regard to the matters set forth in it and shall be binding upon the executors, administrators, personal representatives, heirs, successors and assigns of Plaintiff and shall inure to the benefit of those described in paragraph 1.3 of this Agreement.
- 9.2 The Plaintiff to this Release further declares and represents that no promise, inducement or agreement not herein expressed has been made to the Plaintiffs to this Release and that this Release contains the entire agreement between the Plaintiff and the parties released in this Release, and that the terms of this Release are contractual and not a mere recital.

10.0 EFFECTIVENESS

- 10.1 This Release shall become effective immediately following execution by the Plaintiff and may be signed in counterparts. All counterparts so executed shall constitute one Agreement, binding on the Plaintiff to this Release, notwithstanding that all of the signatories are not signatory to the original counterpart.

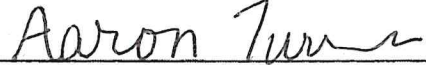
In witness thereof, the undersigned have executed this Release on the day and year set forth below.

DATED: ~~October~~ November 20, 2020



RYAN SMITH, Plaintiff

LAW OFFICES OF AARON L. TURNER

By: 

AARON L. TURNER, ESQ., Attorney for Plaintiff

BEST, BEST & KRIEGER

DATED: November 5, 2020

By: 

CHRISTOPHER MOFFITT, Attorneys for
Defendants, CITY OF REDLANDS, a political
subdivision of the State of California, REDLANDS
POLICE DEPARTMENT, a law enforcement
agency, REDLANDS POLICE OFFICER V.
HERRERA, an individual, REDLANDS POLICE
OFFICER B. WHITEHEAD-GARCIA, an
individual, REDLANDS POLICE OFFICER J.
FLOYD, an individual, REDLANDS POLICE
OFFICER T. FRISCH, an individual, REDLANDS
POLICE OFFICER, E. GUTIERREZ, an
individual, REDLANDS POLICE OFFICER D.
FRISCH, an individual, and REDLANDS POLICE
OFFICER, G. CADDEL, an individual