

RELEASE OF ALL CLAIMS

The undersigned, being of lawful age, for consideration in the amount of Twenty Thousand Dollars and no cents (\$20,000.00), receipt of which is hereby acknowledged, does hereby, and for her respective heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges the City of Redlands, and the City of Redlands' elected officials, officers, employees and successors ("Releasees"), from any and all claims, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, including but not limited to attorneys' fees and court costs, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damage and the consequences thereof resulting from the incident, casualty or event which occurred on or about September 13, 2007, involving Ashley Renee Cowen AKA Ashley Cowen and Ashley Jones at the intersection of Brockton Avenue and University Street, in the City of Redlands, County of San Bernardino, State of California and the ensuing action filed by the undersigned in San Bernardino Superior Court, entitled Cowan v. University of Redlands, et al., Case No. CIVSS 808948 (the "Action").

It is understood and agreed that this Release constitutes the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasees deny liability therefore and intend merely to avoid litigation.

It is further understood and agreed that all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are hereby expressly waived by the undersigned. Section 1542 reads as follows:

"1542. Certain claims not affected by general release. 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 undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto with respect to the subject matter of this Release, and that the terms of this Release are contractual and not a mere recital. Any prior oral or written agreements relating to settlement of the Action are superseded by this Release and incorporated herein. This Release may not be modified except by a written document signed by the undersigned and Releasees.

This Release is governed by and construed in accordance with the laws of the State of California.

In the event any action is commenced to enforce or interpret the terms or conditions of this Release, the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a party.

The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any claim which she may have against the Releasees and the undersigned shall defend, indemnify and hold the Releasees harmless from any liability, demands, claims, damages, costs, expenses and attorneys' fees incurred by the Releasees as a result of any person asserting such assignment or transfer.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed this 7th day of January, 2009.


ASHLEY COWEN AKA ASHLEY JONES

SECTION 548, OR OF SECTION 1871.4 OF THE INSURANCE CODE, OR FORMER SECTION 556 OF THE INSURANCE CODE, OR FORMER SECTION 1871.1 OF THE INSURANCE CODE AS AN ADULT UNDER CHARGES SEPARATELY BROUGHT AND TRIED TWO OR MORE TIMES. THE EXISTENCE OF ANY FACT WHICH WOULD MAKE A PERSON INELIGIBLE FOR PRORATION UNDER THIS SUBDIVISION SHALL BE ALLEGED IN THE INFORMATION OR INDICTMENT, AND EITHER ADMITTED BY THE DEFENDANT IN OPEN COURT, OR FOUND TO BE TRUE BY THE JURY TRYING THE ISSUE OF GUILT OR BY THE COURT WHERE GUILT IS ESTABLISHED BY PLEA OF GUILTY OR NOLO CONTENDERE OR BY TRIAL BY THE COURT SITTING WITHOUT A JURY. EXCEPT WHERE THE EXISTENCE OF SUCH FACT WAS NOT ADMITTED OR FOUND TO BE TRUE OR THE COURT FINDS THAT A PRIOR CONVICTION WAS INVALID, THE COURT SHALL NOT STRIKE OR DISMISS ANY PRIOR CONVICTIONS ALLEGED IN THE INFORMATION OR INDICTMENT. THIS SUBDIVISION DOES NOT PROHIBIT THE ADJOURNMENT OF CRIMINAL PROCEEDINGS PURSUANT TO DIVISION 3 (COMMENCING WITH SECTION 3000) OR DIVISION 6 (COMMENCING WITH SECTION 6000) OF THE WELFARE AND INSTITUTIONS CODE.

LAW OFFICES OF JOHN RAPILLO

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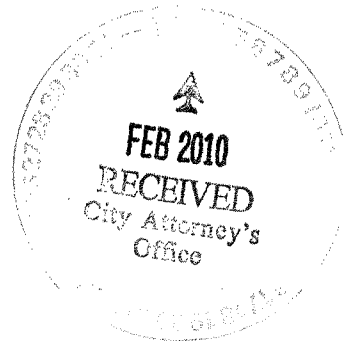
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February 2, 2010

Michael Reiter, Esq.
OFFICE OF THE CITY ATTORNEY
CITY OF REDLANDS
P.O. Box 3005
Redlands, CA 92372



Re: Ashley Cowen v. University of Redlands

Dear Mr. Reiter,

Please be advised the Ms. Cowen in fact signed the release in January, 2010. Apparently, she inadvertently failed to change the date on the pre-printed release when she signed the document. I hope this sufficiently clears up any logistical matters in processing the settlement.

Sincerely,


JOHN RAPILLO
JR/c