

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into by and between Harry R. Rader ("Rader"), and City of Redlands, the City of Redlands Police Department and Police Officers Greg Holmer and Carlito Ventura ("City") who are sometimes referred to herein as the "Parties."

RECITALS

A. On or about May 21, 2004 approximately 2:00 p.m., Harry R. Rader was standing on the sidewalk by Redlands High School to hand out anti-abortion material. Officers Holmer and Ventura advised Rader that he was not allowed to communicate with any students before 2:30 p.m. Moments later Rader attempted to ascertain whether and when he could communicate with the students, but the officers failed to respond. He saw his companions Nathaniel Enyart and Keith Mason be arrested by the Police officers. Rader thereafter filed a Government Tort Claim with City dated November 10, 2004.

B. It is the intention of the Parties to resolve and settle their dispute and to discharge all claims, demands, causes of action, obligations, damages and liabilities Rader may have against the City that arise from, or are related to, the incident which is the subject of the Claim.

C. This Agreement is a compromise of the claims asserted by Rader and shall not be treated as an admission of liability by any Party.

AGREEMENT

1. The Parties acknowledge that the Recitals are true and correct and incorporate the Recitals into this Agreement.

2. The City shall pay to Rader the sum of Two Thousand Five Hundred (\$2,500.00) Dollars within thirty (30) days from the date the City has executed this Agreement. The payment shall be made by check payable to Rader, and his Attorney of Record, Catherine W. Short.

3. The Parties shall bear their own attorneys' fees and costs incurred in connection with the Claim.

4. Rader, on behalf of himself and his respective attorneys, representatives, assigns, heirs and successors-in-interest hereby releases and forever discharges the City, and its elected officials, officers, employees, representatives, assigns and successors-in-interest from any and all claims, causes of action, actions, damages, losses, demands, accounts, rights, liens, debts, liabilities, obligations, disputes, controversies, payments, costs and attorneys' fees of every kind and character, known or unknown, existing or contingent, latent or patent, regarding any matter arising from, or related to, the incident which was the subject of the Claim. If any lawsuit has been filed by Rader or his agents and/or assigns arising out of this claim as to City, said lawsuit

shall be immediately dismissed with prejudice and said dismissal shall be served on City before any Settlement check is issued to Rader.

5. Rader represents and warrants that he has the legal authority to settle any and all causes of action and claims he may have against the City which relate or pertain to the Claim. By executing this Agreement, Rader hereby releases and waives all claims or causes of action which in any way relate to the Claim. To the extent any person or entity should file, subsequent to the execution of this Agreement, any claim or cause of action against the City arising out of, or which is related to, the incident which is the subject of the Claim, Rader shall indemnify, defend and hold the City harmless from any and all damages, including any attorneys' fees and costs that result therefrom.

6. Rader expressly waives the rights afforded him under Civil Code section 1542 which provides that:

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 by him must have materially affected his settlement with the debtor.

7. Rader represents and warrants that he has received the advice of his Attorney of Record with respect to the advisability of making the release provided for herein and the meaning of Civil Code section 1542. Rader is aware that he may hereafter discover claims or facts in addition to or different from those he now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of Rader to fully, finally and forever settle and release all such matters, and all claims related to those matters.

8. Rader represents and warrants that he has not assigned or transferred, or purported to assign or transfer, and shall not hereafter assign or transfer, any obligations, liabilities, demand, claims, costs, expenses, liens, debts, controversies, damages, actions and causes of action released pursuant to this Agreement. Rader shall defend, indemnify and hold the City harmless against any obligation, liability, demand, claim, cost, expense (including, but not limited to attorneys' fees incurred), liens, debt, controversy, damage, action or cause of action based on, arising out of or in connection with any such transfer or assignment or purported transfer or assignment.

9. Rader acknowledges that he has read this Agreement; that he has had the Agreement explained to him by counsel of his choice; that he is aware of the content and legal effect of the Agreement; that he is acting on the advice of counsel of his choice; and that he is not relying on any representations made by any other party or any of the employees, agents, representatives, or attorneys of any other party.

10. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

11. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. No modification of this Agreement shall be valid unless made in writing and signed by the Parties. The Parties shall not be bound by any representation, warranty, promise or statement unless it is specifically set forth in this Agreement.

12. This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

13. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.

14. Each party executing this Agreement represents and warrants to the other signatories that it has the authority to execute this Agreement on behalf of the person or entity for whom it is signing this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to costs and any other relief be entitled to recover its reasonable attorneys' fees.

(Signature Page)
SETTLEMENT AND RELEASE AGREEMENT
Harry R. Rader v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

PLAINTIFF

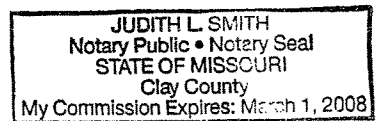
Dated: 3-17-05

Harry R. Rader
Harry R. Rader

State of Missouri
County of Clay

Subscribed and sworn before me this 17th day of March, 2005.

Judith L. Smith
Judith L. Smith, notary public
My Comm expires: 3/1/2008



WITNESS AND APPROVED
AS TO FORM AND CONTENT

Dated: 3/24/05

Catherine W. Short
Catherine W. Short, Esq.

CITY OF REDLANDS

Dated: _____

Susan Peppler, Mayor

Attest:

Lorrie Poyzer, City Clerk

(Signature Page)
SETTLEMENT AND RELEASE AGREEMENT
Harry R. Rader v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

PLAINTIFF

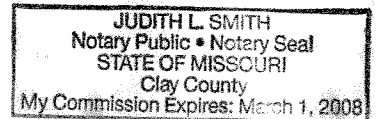
Dated: 3-17-05

Harry R. Rader
Harry R. Rader

State of Missouri
County of Clay

Subscribed and sworn before me this 17th day of March, 2005.

Judith L. Smith
Judith L. Smith, notary public
My Comm expires: 3/1/2008



WITNESS AND APPROVED
AS TO FORM AND CONTENT

Dated: _____

Catherine W. Short, Esq.

CITY OF REDLANDS

Dated: _____

Susan Pepler, Mayor

Attest:

Lorrie Poyzer, City Clerk

Signature Page

SETTLEMENT AND RELEASE AGREEMENT

Harry R. Rader v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

Date: April 5, 2005

CITY OF REDLANDS



Gilberto Gil, Mayor Pro Tem

Date: April 5, 2005

Attest:



Lorrie Poyzer, City Clerk

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into by and between Keith Mason ("Mason"), and City of Redlands, the City of Redlands Police Department and Police Officers Greg Holmer and Carlito Ventura ("City") who are sometimes referred to herein as the "Parties."

RECITALS

A. On or about May 21, 2004 approximately 2:00 p.m., Keith Mason was standing on the sidewalk by Redlands High School to hand out anti-abortion material. Officers Holmer and Ventura advised Mason that he was not allowed to communicate with any students before 2:30 p.m. Moments later Mason handed literature to a couple of passing students and Officer Ventura arrested him for violating Penal Code section 626.8(a). Mason thereafter filed a Government Tort Claim with City dated November 10, 2004.

B. It is the intention of the Parties to resolve and settle their dispute and to discharge all claims, demands, causes of action, obligations, damages and liabilities Mason may have against the City that arise from, or are related to, the incident which is the subject of the Claim.

C. This Agreement is a compromise of the claims asserted by Mason and shall not be treated as an admission of liability by any Party.

AGREEMENT

1. The Parties acknowledge that the Recitals are true and correct and incorporate the Recitals into this Agreement.

2. The City shall pay to Mason the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars within thirty (30) days from the date the City has executed this Agreement. The payment shall be made by check payable to Mason, and his Attorney of Record, Catherine W. Short.

3. The City shall assist Mason by signing off on Mason's Petition to expunge his arrest record.

4. The Parties shall bear their own attorneys' fees and costs incurred in connection with the Claim.

5. Mason, on behalf of himself and his respective attorneys, representatives, assigns, heirs and successors-in-interest hereby releases and forever discharges the City, and its elected officials, officers, employees, representatives, assigns and successors-in-interest from any and all claims, causes of action, actions, damages, losses, demands, accounts, rights, liens, debts, liabilities, obligations, disputes, controversies, payments, costs and attorneys' fees of every kind and character, known or unknown, existing or contingent, latent or patent, regarding any matter arising from, or

related to, the incident which was the subject of the Claim. If any lawsuit has been filed by Mason or his agents and/or assigns arising out of this claim as to City, said lawsuit shall be immediately dismissed with prejudice and said dismissal shall be served on City before any Settlement check is issued to Mason.

6. Mason represents and warrants that he has the legal authority to settle any and all causes of action and claims he may have against the City which relate or pertain to the Claim. By executing this Agreement, Mason hereby releases and waives all claims or causes of action which in any way relate to the Claim. To the extent any person or entity should file, subsequent to the execution of this Agreement, any claim or cause of action against the City arising out of, or which is related to, the incident which is the subject of the Claim, Mason shall indemnify, defend and hold the City harmless from any and all damages, including any attorneys' fees and costs that result therefrom.

7. Mason expressly waives the rights afforded him under Civil Code section 1542 which provides that:

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 by him must have materially affected his settlement with the debtor.

8. Mason represents and warrants that he has received the advice of his Attorney of Record with respect to the advisability of making the release provided for herein and the meaning of Civil Code section 1542. Mason is aware that he may hereafter discover claims or facts in addition to or different from those he now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of Mason to fully, finally and forever settle and release all such matters, and all claims related to those matters.

9. Mason represents and warrants that he has not assigned or transferred, or purported to assign or transfer, and shall not hereafter assign or transfer, any obligations, liabilities, demand, claims, costs, expenses, liens, debts, controversies, damages, actions and causes of action released pursuant to this Agreement. Mason shall defend, indemnify and hold the City harmless against any obligation, liability, demand, claim, cost, expense (including, but not limited to attorneys' fees incurred), liens, debt, controversy, damage, action or cause of action based on, arising out of or in connection with any such transfer or assignment or purported transfer or assignment.

10. Mason acknowledges that he has read this Agreement; that he has had the Agreement explained to him by counsel of his choice; that he is aware of the content and legal effect of the Agreement; that he is acting on the advice of counsel of his choice; and that he is not relying on any representations made by any other party or any of the employees, agents, representatives, or attorneys of any other party.

11. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

12. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. No modification of this Agreement shall be valid unless made in writing and signed by the Parties. The Parties shall not be bound by any representation, warranty, promise or statement unless it is specifically set forth in this Agreement.

13. This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

14. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.

15. Each party executing this Agreement represents and warrants to the other signatories that it has the authority to execute this Agreement on behalf of the person or entity for whom it is signing this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to costs and any other relief be entitled to recover its reasonable attorneys' fees.

(Signature Page)
SETTLEMENT AND RELEASE AGREEMENT
Keith Mason v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

Dated: 2/24/05

PLAINTIFF

[Signature]
Keith Mason

WITNESS AND APPROVED
AS TO FORM AND CONTENT

Dated: _____

Catherine W. Short, Esq.

CITY OF REDLANDS

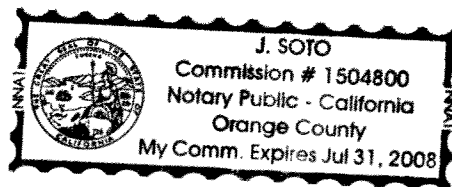
Dated: _____

Susan Peppler, Mayor

Attest:

Lorrie Poyzer, City Clerk

State of California
County of Orange
Subscribed and sworn (or affirmed) before me
on this 24 day of February, 2005 by
Keith Leslie Mason Jr., personally known to me
or proved on basis of satisfactory evidence to
be the person(s) who appeared before me.
Signature J. Soto



Lem\lem\agree\settlement enyart

SEE ATTACHED: CALIFORNIA
ALL PURPOSE ACKNOWLEDGEMENT

City's
C-23

(Signature Page)

SETTLEMENT AND RELEASE AGREEMENT

Keith Mason v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

Dated: 2/24/05

PLAINTIFF

[Signature]
Keith Mason

WITNESS AND APPROVED
AS TO FORM AND CONTENT

Dated: 3/24/05

[Signature]
Catherine W. Short, Esq.

CITY OF REDLANDS

Dated: _____

Susan Pepler, Mayor

Attest:

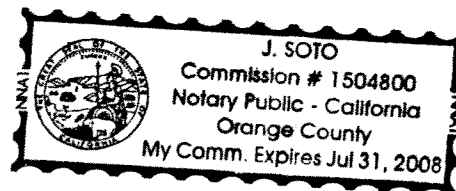
Lorrie Poyzer, City Clerk

State of California

County of Orange

Subscribed and sworn (or affirmed) before me
on this 24 day of February, 2005 by
Keith Leslie Mason Jr., personally known to me
or proved on basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature [Signature]



Lem\em\agree\settlement enyart

SEE ATTACHED: CALIFORNIA
ALL PURPOSE ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

SS.

On February 24, 2005 before me, J. Soto, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

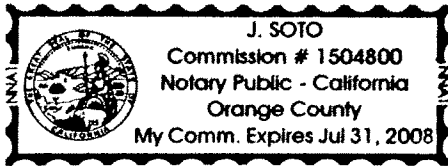
personally appeared Keith Leslie Mason Jr

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

J. Soto
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Settlement and Release Agreement

Document Date: February 24, 2005 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signature Page

SETTLEMENT AND RELEASE AGREEMENT

Keith Mason v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

Date: April 5, 2005

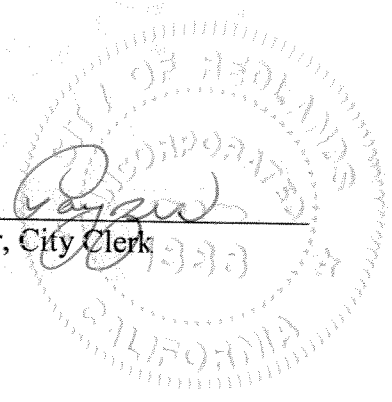
CITY OF REDLANDS


Gilberto Gil, Mayor Pro Tem

Date: April 5, 2005

Attest:


Lorrie Poyzer, City Clerk



SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into by and between Nathaniel Enyart ("Enyart"), and City of Redlands, the City of Redlands Police Department and Police Officers Greg Holmer and Carlito Ventura ("City") who are sometimes referred to herein as the "Parties."

RECITALS

A. On or about May 21, 2004 approximately 2:00 p.m., Nathaniel Enyart was standing on the sidewalk by Redlands High School to hand out anti-abortion material. Officer Holmer advised Enyart that they were not allowed to communicate with any students before 2:30 p.m. Moments later Enyart handed literature to a passing student and Officer Holmer arrested him for violating Penal Code section 626.8(a). Enyart thereafter filed a Government Tort Claim with City dated November 10, 2004.

B. It is the intention of the Parties to resolve and settle their dispute and to discharge all claims, demands, causes of action, obligations, damages and liabilities Enyart may have against the City that arise from, or are related to, the incident which is the subject of the Claim.

C. This Agreement is a compromise of the claims asserted by Enyart and shall not be treated as an admission of liability by any Party.

AGREEMENT

1. The Parties acknowledge that the Recitals are true and correct and incorporate the Recitals into this Agreement.

2. The City shall pay to Enyart the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars within thirty (30) days from the date the City has executed this Agreement. The payment shall be made by check payable to Enyart, and his Attorney of Record, Catherine W. Short.

3. The City shall assist Enyart by signing off on Enyart's Petition to expunge his arrest record.

4. The Parties shall bear their own attorneys' fees and costs incurred in connection with the Claim.

5. Enyart, on behalf of himself and his respective attorneys, representatives, assigns, heirs and successors-in-interest hereby releases and forever discharges the City, and its elected officials, officers, employees, representatives, assigns and successors-in-interest from any and all claims, causes of action, actions, damages, losses, demands, accounts, rights, liens, debts,

liabilities, obligations, disputes, controversies, payments, costs and attorneys' fees of every kind and character, known or unknown, existing or contingent, latent or patent, regarding any matter arising from, or related to, the incident which was the subject of the Claim. If any lawsuit has been filed by Enyart or his agents and/or assigns arising out of this claim as to City, said lawsuit shall be immediately dismissed with prejudice and said dismissal shall be served on City before any Settlement check is issued to Enyart.

6. Enyart represents and warrants that he has the legal authority to settle any and all causes of action and claims he may have against the City which relate or pertain to the Claim. By executing this Agreement, Enyart hereby releases and waives all claims or causes of action which in any way relate to the Claim. To the extent any person or entity should file, subsequent to the execution of this Agreement, any claim or cause of action against the City arising out of, or which is related to, the incident which is the subject of the Claim, Enyart shall indemnify, defend and hold the City harmless from any and all damages, including any attorneys' fees and costs that result therefrom.

7. Enyart expressly waives the rights afforded him under Civil Code section 1542 which provides that:

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 by him must have materially affected his settlement with the debtor.

8. Enyart represents and warrants that he has received the advice of his Attorney of Record with respect to the advisability of making the release provided for herein and the meaning of Civil Code section 1542. Enyart is aware that he may hereafter discover claims or facts in addition to or different from those he now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of Enyart to fully, finally and forever settle and release all such matters, and all claims related to those matters.

9. Enyart represents and warrants that he has not assigned or transferred, or purported to assign or transfer, and shall not hereafter assign or transfer, any obligations, liabilities, demand, claims, costs, expenses, liens, debts, controversies, damages, actions and causes of action released pursuant to this Agreement. Enyart shall defend, indemnify and hold the City harmless against any obligation, liability, demand, claim, cost, expense (including, but not limited to attorneys' fees incurred), liens, debt, controversy, damage, action or cause of action based on, arising out of or in connection with any such transfer or assignment or purported transfer or assignment.

10. Enyart acknowledges that he has read this Agreement; that he has had the Agreement explained to him by counsel of his choice; that he is aware of the content and legal effect of the Agreement; that he is acting on the advice of counsel of his choice; and that he is not

relying on any representations made by any other party or any of the employees, agents, representatives, or attorneys of any other party.

11. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

12. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. No modification of this Agreement shall be valid unless made in writing and signed by the Parties. The Parties shall not be bound by any representation, warranty, promise or statement unless it is specifically set forth in this Agreement.

13. This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

14. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.

15. Each party executing this Agreement represents and warrants to the other signatories that it has the authority to execute this Agreement on behalf of the person or entity for whom it is signing this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to costs and any other relief be entitled to recover its reasonable attorneys' fees.

(Signature Page)
SETTLEMENT AND RELEASE AGREEMENT
Nathanial Enyart v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

PLAINTIFF

Dated: 2-22-05

Nathanial Enyart
Nathanial Enyart

WITNESS AND APPROVED
AS TO FORM AND CONTENT

Dated: _____

Catherine W. Short, Esq.

CITY OF REDLANDS

Dated: _____

Attest:

Lorrie Poyzer, City Clerk

City's
C-23

(Signature Page)
SETTLEMENT AND RELEASE AGREEMENT
Nathanial Enyart v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

PLAINTIFF

Dated: 2-22-05

Nathanial Enyart
Nathanial Enyart

WITNESS AND APPROVED
AS TO FORM AND CONTENT

Dated: 3/24/05

Catherine W. Short
Catherine W. Short, Esq.

CITY OF REDLANDS

Dated: _____

Attest:

Lorrie Poyzer, City Clerk

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Imperial } SS.

On 2/22/05 (DATE) before me, Hilda Lopez Flores (NOTARY)
personally appeared Nathaniel Ewyant (SIGNER(S))

☐ personally known to me

- OR -

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Settlement & Release Agreement
TITLE OR TYPE OF DOCUMENT

Four
NUMBER OF PAGES

2/22/05
DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

Top of thumbprint here

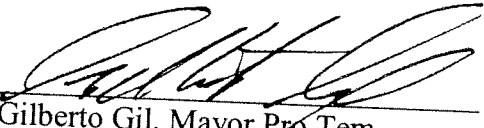
Signature Page

SETTLEMENT AND RELEASE AGREEMENT

Nathanial Enyart v. City of Redlands, Officer Greg Holmer and Officer Carlito Ventura

Date: April 5, 2005

CITY OF REDLANDS


Gilberto Gil, Mayor Pro Tem

Date: April 5, 2005

Attest:


Lorrie Poyzer, City Clerk

