

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Releasor, being of lawful age, for the sole consideration of a Dismissal with Prejudice and for a Waiver of Costs and Attorney's Fees and other valuable consideration to the Releasor, receipt whereof is hereby acknowledged, does hereby and for their heirs, executors, administrators, predecessors, successors and assigns release, acquit and forever discharge CITY OF REDLANDS, and their past, present and future officers, directors, attorneys, agents, servants, insurers, representatives, employees, employers, subsidiaries, affiliates, partners, predecessors and successors in interest, assigns, heirs, executors, administrators (hereinafter referred to as Releasees) of and from any and all past, present or future claims, actions, causes of action, wrongful death claims, claims for loss of services, comfort and society, loss of consortium, demands, obligations, rights, damages, costs, interest, attorney's fees, loss of services, expenses and compensation whatsoever including general, special, compensatory and punitive damages known or unknown, whether based on a contract, tort or any other theory of recovery which the Releasor 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 bodily and personal injuries, loss of wages, future loss of earning capacity, loss of business revenues and/or profits, property damage, construction defect, loss of use pertaining to any property damage, and any depreciation in value of any property damage and the consequences thereof, including any and all liens (including Worker's Compensation liens, Medi-Cal and Medi-Care liens, attorneys' liens, etc.), whether actual or asserted, present or prospective, resulting or to result from the accident, casualty or event which occurred on or about the 10th day of SEPTEMBER, 2010, at or near CHESTNUT AVENUE which resulted in the filing of PEPPER v. VARGAS, San Bernardino Superior Court Case No. CIVDS1112160, and any and all related pleadings. This Release of All Claims and discharge shall be a fully binding and complete settlement as to the parties to this Release of All Claims and all interested parties, save only the executory provisions of this Release of All Claims.

This Release of All Claims is intended to apply to any and all rights, claims, demands and damages of any kind, whether known or unknown, resulting from death, personal injury, emotional distress, loss of consortium, property damage, or otherwise. This Release of All Claims includes any and all claims against the released parties, whether or not said claims are set forth in Releasor's Complaint.

It is understood and agreed that this Release of All Claims is the compromise of a disputed claim, 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 Releasee denies liability therefor and intend merely to avoid litigation and buy its peace. Releasor hereby assumes the risk of any damages, losses or injuries which may now be latent or unexpected, or which may hereafter appear, develop or occur as a result of said loss and claim.

The Releasor expressly waives and relinquishes any and all rights under any law or statute to the contrary. It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section 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."

Releasor acknowledges and agrees that the waiver of Civil Code, Section 1542 is an essential and material term of this Release of All Claims and the settlement which led to it, and that without such waiver, Releasees would not have entered into such Release of All Claims. Releasor understands and acknowledges the significance and consequence of this Release of All Claims and of the specific waiver of Civil Code, Section 1542.

Releasor considers that the money now being paid is fair and equitable under all circumstances and accepts it as full and final settlement of all claims, rights and damages which she now has or may have against any of the parties being released, their agents or representatives. Releasor understands and acknowledges that a portion of the consideration received has been paid for each of the covenants, promises and terms set forth in this Release of All Claims.

Releasor hereby declares and represents that the injuries sustained are or may be permanent and progressive, that recovery therefrom is uncertain and indefinite, and in making this Release of All Claims, it is understood and agreed that the Releasor relies wholly upon the Releasor's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor, and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives, or by any physician or surgeon by them employed.

Releasor agrees to hold Releasees harmless from, and defend and indemnify Releasees from the claims of any and all medical care providers and/or lienholders, including but not limited to Medicare or MediCal, providing medical services to Releasor as a result of the subject matter.

Releasor acknowledges and represents that in signing this Release of All Claims, she has not relied on any statements, promises, representations or warranties made by Releasees as to any matter, including, but not limited to, the value of Releasor's claims, demands, causes of action, rights herein released, facts of the occurrence or nature or the extent of the damages. Releasor further acknowledges and represents that she has considered all of these matters, and that she has conducted a full and complete investigation of all such matters before executing this Release of All Claims.

The Releasor further declares and represents that no promise, inducement or agreement not herein expressed has been made to the Releasor, that this Release of All Claims contains the

entire agreement between the parties hereto, and that the terms of this Release of All Claims are contractual and not a mere recital.

The Releasor hereby declares and represents that he is accepting this settlement and entering into this Release of All Claims following, and as a result of, having received full legal advice from her attorney regarding her rights and liabilities. The parties further declare and represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Release of All Claims; that the terms of this Release of All Claims have been completely read and explained to the parties by their attorneys; and that the terms of this Release of All Claims are fully understood and voluntarily accepted by the parties.

The Releasor hereby declares, 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 of All Claims, except as otherwise set forth herein; that the Releasor has the sole right and exclusive authority to execute the Release of All Claims and receive the benefits specified herein; and that the Releasor 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 of All Claims.

* If any legal action or other proceeding is brought for enforcement of this Release of All Claims, or for a declaration of rights and duties hereunder, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Release of All Claims, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and/or costs incurred in connection with the action or proceeding in addition to any other relief to which the party or parties may be entitled.

This Release of All Claims shall be and is hereby binding upon and shall inure to the benefit of the parties hereto and their respective parents, subsidiaries, related entities, predecessors, successors, heirs, estates, assigns, executors, trustees, officers, directors, shareholders, partners, employees, servants, agents, attorneys and representatives.

In the event any provision of this Release of All Claims shall be held to be void, voidable, or unenforceable, the remaining provisions of this Release of All Claims shall remain in full force and effect.

No waiver of any of the provisions of the Release of All Claims shall be deemed or shall constitute a waiver of any of the other provisions hereof, nor shall such waiver constitute a continuing waiver.

The date of this Release of All Claims shall be deemed to be the last date on which it is executed by Releasor.

This Release of All Claims shall be construed and enforced as a whole in accordance with its meaning and in accordance with the laws of the State of California in effect at the time of its

execution. In the event of vagueness or ambiguity, this Release of All Claims shall not be construed against the party preparing it, but shall be construed as if all parties prepared it jointly.

This Release of All Claims may be executed in counterparts and shall be deemed fully executed when the Releasor has signed and transmitted a counterpart to the other. All counterparts taken together shall constitute a single agreement. A facsimile transmission signature shall have the same force and effect as an original signature.

This Release of All Claims constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understanding of the parties. There are no warranties, representations or other agreements between the parties except as expressly set forth herein. No supplementation, modification, waiver or termination of this Release of All Claims shall be binding unless executed in writing by the party to be bound thereby.

All parties agree to the terms of this agreement. Therefore, no provision shall be interpreted against any party because that party or that party's attorney drafted the agreement or any particular provision.

All parties agree 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 basic terms and intent of this Release of All Claims.

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel, if any, in connection with this settlement and Release of All Claims, the matters and documents referenced to herein and all related matters.

This settlement and Release of All Claims shall not destroy or otherwise affect the rights of persons on whose behalf this consideration is made, nor shall the dismissal of the action filed constitute a retraxit or estop persons who may claim to be damaged by reason of the accident, to pursue any legal remedies they may have against the Releasor(s) or any other persons.

Upon execution of this Release of All Claims by Releasor and receipt of forthwith sums, if any, Releasor hereby authorizes and direct Releasor's attorneys to prepare, execute and file with the court, as part of the record, a final dismissal with prejudice of and from any and all claims and demands of Releasor against Releasees'. Releasor's attorney will thereafter send a conformed copy to Releasees' counsel.

Releasor agrees to defend, indemnify and hold harmless Releasees from and against all claims, liens, obligations, actions, causes of action or demands for payments or proceedings which may hereafter be asserted, brought by or on behalf of the Releasor or Releasor's heirs, executors, administrators, assigns or successors in interest, or any other person or organization related to this claim to recover for injuries, economic losses, expenses or any other loss sustained by Releasor or Releasor's heirs, executors, administrators, assigns or successors in interest as a result of the occurrence referred to above.

The parties to the Release of All Claims agree that the Release of All Claims is enforceable pursuant to Code of Civil Procedure Section 664.6.

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 RELEASOR(S) HAS READ THE FOREGOING RELEASE OF ALL CLAIMS AND FULLY UNDERSTANDS IT.~~

Signed, sealed and delivered this 9th day of April, 2013.

CAUTION: READ BEFORE SIGNING BELOW.


TIMOTHY PEPPER
Guarduan Ad Litem for Adam Pepper