

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into as of the date of the last signature hereto by and between Timothy Moore ("Plaintiff") and the City of Redlands ("Defendant").

RECITALS

A. On or about March 27, 2006, Plaintiff became an employee of Defendant with the job title of "Grounds Maintenance Worker I" (the "Employment"). On or about May 6, 2008, Plaintiff was terminated from his Employment (the "Termination").

B. On or about March 27, 2009, Plaintiff filed complaints with the California Department of Fair Employment and Housing bearing case numbers E200809S1613-00 and E200809S1613-01 (the "DFEH Complaints") alleging race discrimination, harassment and retaliation on the part of Defendant and certain of its employees. On or about April 10, 2009, the DFEH Complaints were closed.

C. On or about March 11, 2010, Plaintiff initiated a lawsuit in the San Bernardino Superior Court entitled Timothy Moore v. City of Redlands et al., case number CIVDS 1003083 (the "Action"). In summary, Plaintiff alleged in the Action that Defendant and certain of its employees wrongfully engaged in race discrimination, harassment and retaliation (the "Claims"). On or about June 3, 2010, Defendant filed an answer denying the allegations alleged by Plaintiff in the Action and asserting certain affirmative defenses.

D. Plaintiff and Defendant, on behalf of themselves and their current and former employees, agents, officers, City Council members, representatives, assigns, successors-in-interest, heirs, attorneys and insurers (collectively the "Parties") now desire to resolve and settle all claims, counter-claims and disputes arising from or involving the Employment, the Termination, the DFEH Complaints, the Claims and/or the prosecution and defense of the Action.

E. The Parties agree and mutually acknowledge that this Agreement is for settlement purposes only. Defendant has denied and continues to deny any wrongdoing in connection with the actions alleged in the Action. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute any admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties, or any admission by and of the Parties of any claim or allegations made in any claim or action against such party. This Agreement is entered into, in substantial part, to avoid the fees and expenses associated with continued litigation of the claims and defenses asserted in the Action. The Parties agree that this Agreement shall be inadmissible as evidence of liability or damages in any forum or proceeding.

AGREEMENT

1. The Parties acknowledge that the recitals stated above are true and correct and incorporate by reference those recitals into this Agreement.

2. Upon execution of this Agreement by all Parties, Plaintiff shall cause his attorneys to prepare a Dismissal of the Action, in its entirety and with prejudice, and transmit same to counsel for Defendant, who will hold the Dismissal and file same with the Court upon delivery of payment to Plaintiff's counsel pursuant to paragraph 3 below.

3. In consideration of this Agreement and the promises set forth herein, Defendant shall pay Plaintiff no later than thirty (30) days after execution of this Agreement by Defendant, the total sum of fifty thousand dollars (\$50,000) by way of check made payable to "Mancini and Associates Client Trust Account." ("Payee"). Payment shall be sent by overnight mail or other traceable form of delivery to: Mancini and Associates, 15303 Ventura Blvd., Sherman Oaks, CA 91403. The parties acknowledge that Payee will provide a signed IRS form W-9 prior to payment being issued as provided herein. Plaintiff further acknowledges and agrees that an IRS form 1099 reflecting receipt of the payment set forth in this paragraph will be issued Payee.

4. Defendant makes no representations or warranties as to any tax consequences associated with this settlement or the payment of funds as set forth in paragraph 3 above. No state or federal income tax payments or other employee salary deductions will be withheld from the payment and the Parties agree that the determination of the tax consequences of the settlement is the sole responsibility of Plaintiff and his attorneys. Plaintiff agrees that he is responsible for any taxes or other withholdings due the federal government or any state or local government entity as a result of the payment of the amount set forth in paragraph 3 above and agrees to indemnify and hold Defendant harmless for any related liability.

5. The Parties hereto shall bear their own attorneys' fees, expenses and costs incurred in connection with all disputes arising out of, relating to or connected with the Employment, the Termination, the DFEH Complaints, the Claims, the prosecution and defense of the Action and the negotiation and preparation of this Agreement.

6. Plaintiff agrees not to initiate, or proceed with, any actions, causes of action, claims, etc. that could be or have been asserted against Defendant arising out of the Employment or the Termination or for any other reason in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc. are, or become, pending in any forum, Plaintiff agrees to disclose such and to execute all documents necessary for the withdrawal of such actions, causes of action, claims, etc., with prejudice, forthwith.

7. Plaintiff agrees not to apply for employment in the future at any time in any capacity with Defendant and waives and releases any right to be considered for such employment. In the event that Plaintiff does seek or obtain such employment in any capacity after the date of execution of this Agreement, it is agreed and understood that this Agreement shall constitute good cause for refusal to hire or for the termination of any such future employment. Defendant will give a neutral employment reference regarding Plaintiff, if ever

asked, providing only the dates of employment and last position held and noting that City policy precludes providing any further information.

8. Plaintiff, on behalf of himself and his representatives, executors, heirs, spouse, assigns and successors-in-interest hereby releases and forever discharges Defendant and its current and former agents, officers, City Council members, employees, representatives, assigns, successors-in-interest, attorneys and insurers from any and all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, 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 the matters alleged in, arising from or related to the Employment, the Termination, the DFEH Complaints, the Claims and/or the filing, prosecution or defense of the Action.

9. Defendant, on behalf of itself and its current and former agents, officers, City Council members, employees, representatives, executors, heirs, assigns, successors-in-interest, attorneys and insurers hereby releases and forever discharges Plaintiff and his attorneys, agents, representatives, members, executors, heirs, assigns and successors-in-interest from any and all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, 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 the matters alleged in, arising from or related to the Employment, the Offer, the DFEH Complaints, the Claims and/or the filing, prosecution or defense of the Action.

10. It is the intention of the Parties hereto that the release entered into by Plaintiff and Defendant as a part of this Agreement shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected. In furtherance of this intention, Plaintiff and Defendant hereby expressly waive any and all rights or benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which reads 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.”

11. The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties hereto expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands and causes of action hereinabove specified. Plaintiff and Defendant specifically agree to assume the risk of the subsequent discovery or understanding of any matter, fact or law which if now known or understood would in any respect have affected this Agreement.

12. Each of the Parties is aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the

matters related herein. Nevertheless, it is the intention of each of the Parties fully, finally and forever to settle and release all such matters, and all claims related to those matters.

13. The Parties represent and warrant that they fully understand each of the terms of this Agreement and their consequences and that they have sought the advice of counsel prior to executing this Agreement.

14. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, attorneys, representatives, executors, heirs, assigns, successors-in-interest, trusts, partnerships and joint ventures.

15. Each person executing this Agreement does hereby personally represent and warrant to the other signatories that he or she has the authority necessary to execute this Agreement, and that no other consents or approvals of anyone are required or necessary for this Agreement to be binding.

16. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

17. The Parties hereto acknowledge that they have relied wholly upon their own individual judgment, belief and knowledge of the existence, nature and extent of each claim, demand or cause of action that they may have against the other Parties hereto which is hereby released and that they have not been influenced to any extent in entering into this Agreement by any representations or statements regarding any such claim, demand or cause of action made by any other party hereto.

18. 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.

19. Should any term of this Agreement be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.

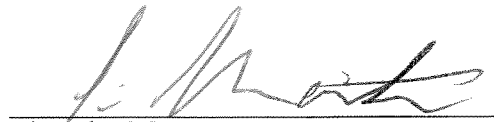
20. This Agreement cannot be modified except by written document signed by all of the parties.

21. The Parties expressly acknowledge and agree that this Agreement constitutes a single, integrated written agreement expressing the intentions of the Parties concerning the claims between Plaintiff and Defendant arising out of or relating to the Employment, the Termination, the DFEH Complaints, the Claims and the Action. There is no other agreement, written or oral, express, implied, between Plaintiff and Defendant with respect to such claims.

22. The Parties agree to execute such other documents and take such other action as may be reasonably necessary to finalize and perform this Agreement.

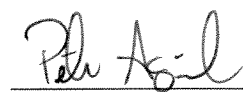
23. The Parties may execute duplicate originals of this Agreement or any other documents they are required to sign or furnish pursuant to this Agreement.

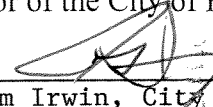
Dated: September 27, 2012.


Timothy Moore

Dated: October 2, 2012.

CITY OF REDLANDS

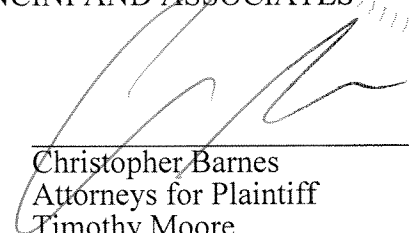
By: 
Pete Aguilar
Mayor of the City of Redlands

ATTEST: 
Sam Irwin, City Clerk

Approved as to Form:

Dated: September 27, 2012.

MANCINI AND ASSOCIATES

By: 
Christopher Barnes
Attorneys for Plaintiff
Timothy Moore

Dated: ~~September~~ ^{Oct} 1, 2012.

BEST BEST & KRIEGER LLP

By: 
Howard B. Golds
Attorneys for Defendant
City of Redlands