

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into by and between Val Joseph Pensader ("Pensader") and City of Redlands ("Redlands") who are sometimes referred to herein as the "Parties."

RECITALS

A. Pensader alleges that on or about January 11, 2002, he was operating a 2000 Toyota Tundra, license number 6E79535 eastbound on Redlands Blvd near its intersection with Tennessee Avenue when he was struck from behind by a 1998 Ford Crown Victoria, a police vehicle operated by police Officer Natasha Crawford causing damages to his vehicle and to himself as well as his passengers, Alan Pensader, Jeni-Tsu Pensader and Brittany L. Turner-Owens.

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 each Party may have against the other that arises from, or are related to, the incident which is the subject of the Tort Claim.

C. This Agreement is a compromise of the claims and liabilities asserted by the Parties 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. Redlands shall pay to Pensader the sum of Six Thousand Seven Hundred Dollars (\$6,700) within fifteen (15) days from the date Redlands has executed this Agreement. The payment shall be made by check payable to Val Joseph Pensader and his attorney of record Manny Ibay.
3. The Parties shall bear their own attorneys' fees and costs incurred in connection with this claim. If any lawsuit has been filed by Pensader, said lawsuit shall be concluded by way of Pensader filing an immediate dismissal with prejudice of this action as to City and Officer Crawford with the court pursuant to Code of Civil Procedure section 581 and provide City with a conformed copy of said dismissal.

4. Pensader, on behalf of himself and his respective agents, attorneys, representatives, assigns and successors-in-interest hereby releases and forever discharge Redlands, and its Councilmembers, agents, attorneys, officers, employees, including Officer Natasha Crawford, representatives, assigns and successors-in-interest from any and all claims, causes of action, actions, damages, losses, demands, accounts, liens, 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 any matter arising from or related to the incident.
5. Pensader represents and warrants that he has the legal authority to settle any and all causes of action and claims he may have against Redlands with regard to any and all claims and/or causes of action that relate or pertain to the Tort Claim. By executing this Agreement, Pensader hereby releases and waives all claims or causes of action that in any way relate or pertain to the Tort Claim. To the extent any person or entity should file, subsequent to the execution of this Agreement, any claim or cause of action against Redlands arising out of or which is related to the incident which is the subject of the Tort Claim, Pensader shall indemnify, defend and hold Redlands harmless from any and all damages, including any attorneys' fees and costs, that result therefrom.
6. Pensader expressly waive the rights afforded 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. Pensader represents and warrants that he has received the advice of his attorney of record with respect to the advisability of making the settlement and release provided for herein and the meaning of Civil Code section 1542. Pensader is aware that he 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 Pensader to fully, finally and forever settle and release all such matters, and all claims related to those matters.
8. Pensader 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. Pensader also agrees to defend, indemnify and hold Redlands 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. Pensader, acknowledges that he has read this Agreement; that he has had the Agreement explained to him by counsel of his choice; that he is acting on the advice of 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; 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, 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. Failure of any Party to insist upon strict observance of, or compliance with all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of a Party's right to insist upon such observance or compliance with the other terms of 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 they have the authority to execute this Agreement on behalf of

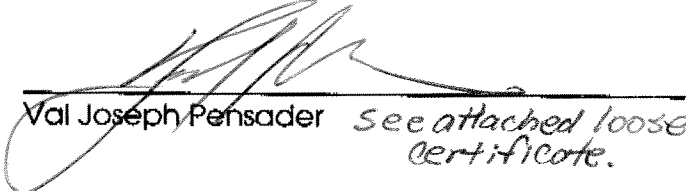
the person or entity for whom they are signing this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Should an action be brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred in prosecuting the action.

CLAIMANT

Dated: 8.2.02

(Notary Acknowledgment Required)


Val Joseph Pensader *See attached loose certificate.*

CITY OF REDLANDS

Dated: September 3, 2002

Attest:


Karl N. (Kasey) Haws, Mayor


City Clerk

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on September 3, 2002, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands California, personally appeared Karl N. Haws and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

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CAPACITY CLAIMED BY SIGNER(S)

- { } Individual(s) signing for oneself/themselves  
{ } Corporate Officer(s)  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } Partner(s)  
Partnership \_\_\_\_\_  
{ } Attorney-In-Fact  
Principal(s) \_\_\_\_\_  
{ } Trustee(s)  
Trust \_\_\_\_\_  
{ x } Other  
Title(s): Mayor and City Clerk  
Entity Represented: City of Redlands, a municipal corporation

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THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Settlement and Release Agreement

Date of Document: September 3, 2002

Signer(s) Other Than Named Above: Val Joseph Pensader

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

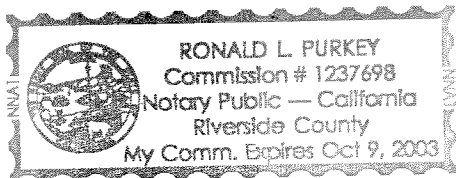
RIVERSIDE

SS.

On August 2, 2002, before me, RONALD L. PURKEY, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared VAL JOSEPH PENSADER,
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) 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 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.

Ronald L. Purkey
Signature of Notary Public

Place Notary Seal Above

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: August 2, 2002 Number of Pages: 4

Signer(s) Other Than Named Above: KARL N. (KASEY) HAWES, MAYOR

Capacity(ies) Claimed by Signer

Signer's Name: VAL JOSEPH PENSADER

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

Signer Is Representing: HIMSELF

RIGHT THUMBPRINT
OF SIGNER

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