

SETTLEMENT AND RELEASE AGREEMENT

1. **PARTIES:** The Parties to this Settlement and Release Agreement (Agreement) are Plaintiff, Irene McCormack Jackson (Plaintiff), and Defendants City of San Diego and Robert Filner (Defendants). Plaintiff and Defendants are referred to, collectively, as "the Parties."

2. **RECITALS:** This Agreement is made with reference to the following facts:

2.1 Certain disputes and controversies have arisen between Plaintiff and Defendants concerning alleged physical injury suffered by Plaintiff during her employment with the City of San Diego.

2.2 Such disputes and controversies include, but are not limited to, the claims, demands, and causes of action set forth in the case of *Irene McCormack Jackson v. City of San Diego, Robert Filner and Does 1 to 25*, San Diego Superior Court Case No. 37-2013-0058613-CU-OE-CTL

2.3 It is the intention of the Parties hereto to settle and dispose of, fully and completely, all of the claims, demands and causes of action at issue in the civil action more fully described above at Paragraph 2.2, including Plaintiff's claims for economic and non-economic damages, attorney fees, expert fees, and costs, as well as any and all claims, demands or causes of action heretofore or hereafter arising out of or in any way connected with Plaintiff's employment with the City of San Diego.

3. **SETTLEMENT:**

3.1 **Consideration and Dismissal:** Plaintiff promises and agrees to dismiss with prejudice her complaint against Defendants, which is referenced in Paragraph 2.2 above, in its entirety, in exchange for the City of San Diego's payment to Plaintiff of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) which shall be made payable to the Trust Account of Allred, Maroko & Goldberg.

3.2 **Resignation:** Plaintiff hereby elects to resign her employment with the City of San Diego on April 1, 2014. If Plaintiff chooses to apply for unemployment insurance benefits thereafter, the City of San Diego shall not contest said application.

3.3 **Release:** In exchange for the City of San Diego's valuable consideration, set forth in Paragraph 3.1 above, Plaintiff also promises and agrees to hereby release, remise, and forever discharge Defendants, including their agents, employees, representatives, officers, directors, departments, divisions, affiliates, assigns, attorneys, insurers, and adjusters, from any and all liability for any damages and losses resulting from Plaintiff's employment with the City of San Diego, and which form the basis for the action described in Paragraph 2.2 above, including Plaintiff's claims for economic and non-economic damages, attorney fees, expert fees, and costs, and any and all claims, demands, or causes of action heretofore or hereafter arising out

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of, connected with, or in any way incidental to Plaintiff's employment with the City of San Diego.

3.4. Defendants, and each of them, hereby release, remise and forever discharge Plaintiff and her attorneys from any and all claims they may have against Plaintiff.

3.5 **Legal Fees, Expert Fees, and Costs:** The Parties to this Agreement agree that all Parties shall pay for their own attorney fees, expert fees, and other fees, costs, and expenses relating to the litigation of the civil action more fully described at Paragraph 2.2.

3.6 **Voluntary Agreement:** Plaintiff confirms that she has not been pressured to enter into this Agreement, that she is doing so only after she and her counsel have discussed the terms of the Agreement, and that she has voluntarily agreed to the terms of this Agreement as set forth herein.

4. **RELEASE OF UNKNOWN CLAIMS; WAIVER OF CIVIL CODE SECTION 1542:** The Parties acknowledge and agree that it is their intention that this Agreement shall be effective as a full and final settlement of, and as a bar to, each and every claim, demand, and cause of action between or among them in any way relating to Plaintiff's employment with the City of San Diego. The Parties further acknowledge that they are aware that they may, after the signing of this Agreement, discover facts different from, or in addition to, the facts that they now know or believe to be true with respect to Plaintiff's employment with the City of San Diego, the civil action described in Paragraph 2.2, and this Agreement, but that it is nevertheless their intention to fully, finally, and forever settle any and all claims, disputes and differences between the Parties.

In furtherance of this intention, each Party expressly, knowingly and voluntarily waives any and all rights and benefits conferred upon her/him/it by the provisions of California Civil Code section 1542, which provides 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.

5. **SATISFACTION OF LIENS; AGREEMENT TO HOLD DEFENDANTS HARMLESS FROM LIABILITY FOR LIENS RELEASE OF UNKNOWN CLAIMS:** Plaintiff agrees to be responsible for satisfying any and all liens, including attorney liens and medical liens, arising out of Plaintiff's employment with the City of San Diego and the civil action more fully described at Paragraph 2.2. Plaintiff further agrees to indemnify and hold harmless the City of San Diego from any and all liability for losses, damages, attorney fees, and other costs and expenses relating to any lien or other such claim arising out of or in any way connected with Plaintiff's employment with the City of San Diego and the litigation referenced in Paragraph 2.2.

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6. **TAX LIABILITY:** Defendants make no representation or warranty to Plaintiff concerning the taxability of any sum paid hereunder for the full and final settlement of Plaintiff's claims. Plaintiff understands and agrees that any and all tax liability, penalties and interest, if any, which become due from her or assessed against her because of the settlement payment made by the City of San Diego under this Agreement, is Plaintiff's sole responsibility. Plaintiff also agrees to indemnify and hold harmless the Defendants from any tax, tax penalty, interest, attorney fees or other costs related to any failure by Plaintiff to pay any tax liability assessed against her because of the settlement payment.

7. **NO ADMISSION OF LIABILITY:** This Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind to any other Party. Each of the Parties hereto denies any liability in connection with any claims and intends hereby solely to avoid litigation and buy her/his/its peace. The releases contained herein are mutual and each Party releases each other Party from any claims arising from the events alleged in the complaint.

8. **REPRESENTATIONS AND WARRANTIES:** Each of the Parties to this Agreement represents and warrants to, and agrees with, each other Party hereto as follows:

8.1 No Party (nor any officer, agent, employee, representative, insurer, or attorney of or for any Party) has made any statement or representation to any other Party regarding any fact relied upon in entering into this Agreement, and no Party relies upon any statement, representation, or promise of any other Party (or of any officer, agent, partner, employee, representative, insurer, or attorney for any other Party) in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

8.2 Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement, and of all the matters pertaining thereto, as she/he/it deems necessary.

8.3 Each Party is aware that she/he/it may hereafter discover claims or facts in addition to or different from those she/he/it now knows or believes to be true with respect to any matter. Nevertheless, it is the intention of the Parties to fully, finally and forever settle and release all matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed in regard to Plaintiff's employment with the City of San Diego, including Plaintiff's claims for economic and non-economic damages, attorney fees, expert fees, and costs, but excepting Plaintiff's pending claim for workers' compensation. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases of all such matters notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.4 Each Party has had the opportunity to seek independent legal advice from her/his/its attorney(s) with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of Civil Code section 1542.

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9. MISCELLANEOUS:

9.1 This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California, without regard to choice of law rules. In the event of any later claim or litigation relating to Plaintiff's employment with the City of San Diego, the matter described in Paragraph 2.2, or the interpretation or enforcement of this Agreement, jurisdiction will be exclusively within the State of California.

9.2 This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended and/or modified only by a written agreement executed by all Parties to this Agreement.

9.3 In the event of litigation or arbitration relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and costs.

9.4 In the event that any portion of this Agreement is adjudged to be void or unenforceable by a court of competent jurisdiction, the same shall be severable from the remainder of the Agreement.

9.5 This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective agents, employees, representatives, partners, officers, directors, departments, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest, attorneys, insurers, and adjusters.

9.6 Each term of this Agreement is contractual and not merely a recital. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party.

9.7 This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

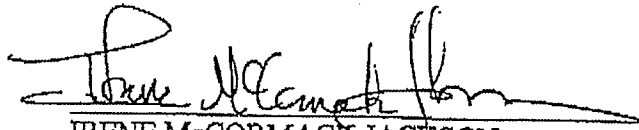
9.8 A signature to this Agreement transmitted by facsimile or email will have the same force and effect as an original signature.

(Agreement continued on next page.)

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9.9 This Agreement consists of four (5) pages, and is made and entered into on the dates indicated below.

Dated: February 7, 2014


IRENE McCORMACK JACKSON

Dated: _____

ROBERT FILNER

CITY OF SAN DIEGO

Dated: _____

By: _____
JAMES COLDREN
Its Claims Representative

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