

RELEASE

The undersigned, being of lawful age, for the sole consideration of One hundred and twenty-four thousand five hundred and sixty-five and 00/100 Dollars (\$124,565), do hereby for our heirs, executors, administrators, successors and assigns, release, acquit and forever discharge the City of San José, its officers, agents, servants, employees, successors and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have, 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 and property damage, and the consequences resulting or to result from the accident, casualty or event which occurred on or about the 10th day of September, 2023, at or near 7185 Lindsay Creek Ln. in San José, California, when and where claimant alleges a blockage in a City sewer main caused a sewage back-up into claimant's home.

As part of this settlement, the undersigned agree to install a backflow valve at the residence located at 7185 Lindsay Creek Ln., San Jose, and the City of San Jose agrees to pay up to an additional Two thousand and fifty and 00/100 Dollars (\$2,050) towards fifty percent (50%) of the cost of the installation of the backflow valve upon presentation of proof of the installation and cost of the valve.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and 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 releasees deny liability therefor and intend merely to avoid litigation.

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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

P.D.

Initials

The undersigned further agree to indemnify and save harmless the City of San José, its officers, agents, servants, and employees herein released from any loss, claim, expense, demand or cause of action of any kind or character which may ever be asserted or brought by any person or entity arising out of or in any way connected with a personal injury and/or the property damage the undersigned sustained from the accident, casualty or event that is the subject matter of this release.

The undersigned hereby declare and represent that the injuries sustained are, or may be, permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release it is understood and agreed that the undersigned rely wholly upon the undersigned'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 on the part of parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned represent that they have had the opportunity to consult with legal counsel and have carefully read and understand the terms of this Release. The terms of this Release are voluntarily accepted for the express purpose of making a full and final compromise and settlement of the undersigned's claims.

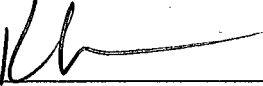
The terms of this Release are contractual and not a mere recital. The undersigned further declare and represent that no promise, inducement, or agreement not stated in this Release has been made to the undersigned, and that this Release contains the entire agreement and understanding between the Parties and supersedes any and all prior and contemporaneous agreements, representations, and negotiations.


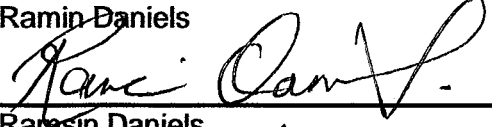
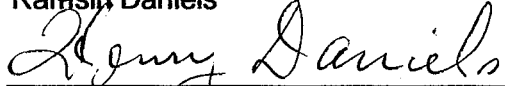
Each person executing this Release on behalf of any other person or persons hereby warrants that they have full authority to do so.

This Release shall be governed by California law.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.


Signed and delivered this 2 day of November, 2023.


WITNESS
KATHERINE COMESANA
1017 WOOD DUCK AVE
Santa Clara Ca 95051


Ramin Daniels

Ramin Daniels

Henry Daniels

Trustees under the Gnadi Daniels Grantor Trust,
dated December 22, 2005

7185 Lindsay Creek Ln.
San Jose, CA 95120
Claim No.: C-46294-23


Ramin Daniels, as Power of Attorney for
Gnadi Daniels