

**FULL RELEASE AND SATISFACTION
OF ALL CLAIMS AND DEMANDS**

This AGREEMENT is between Plaintiff Parveen Pabla individually and on behalf of the estate of Kiran Pabla and Defendant City of San Jose, its insurers, subsidiaries and parent corporations, officers, directors, agents, servants, employees, predecessors, successors and assigns, and each of them (“SETTLING PARTIES”).

FOR AND IN CONSIDERATION of a total present value of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$ 750,000) to Plaintiff Parveen Pabla individually and on behalf of the estate of Kiran Pabla (“Releasing Party”), to be paid as set forth below, Releasing Party does hereby generally release and forever discharge and hold harmless Defendant City of San Jose, its insurers, subsidiaries and parent corporations, officers, directors, agents, servants, employees, predecessors, successors and assigns, and each of them (“Released Party”) of all claims, demands, accounts, actions, causes of action, obligations, proceedings, losses, liabilities, and sums of money of every kind and character whatsoever, whether now known or unknown, whether based on tort, statute, or other legal or equitable theory of recovery, which the undersigned, their successors, or assigns, can, shall or may have against any of the above-named persons, parties, corporations, or entities, arising out of the incident as alleged in the allegations, claims and demands which are the subject of the lawsuit entitled Pabla v. City of San Jose et al. now pending in the Superior Court of California, County of Santa Clara, Case No. 15CV289342 (the “LAWSUIT”).

The check for payment will be made payable to “Altair Law Client Trust Account” to be delivered to the Altair Law office no later than 30 days from the execution of the Settlement Agreement (“AGREEMENT”).

In addition, the City of San Jose has agreed to examine the existing guardrails on Yerba Buena Road and ensure that they are in compliance with existing engineering standards.

FOR AND IN CONSIDERATION of the aforesaid payment, and as a condition of this AGREEMENT, the undersigned Releasing Party agrees, represents and warrants as follows:

1. That the undersigned fully understands that the LAWSUIT involves arguable and disputed questions of fact and law, that the liability of Released Party is disputed, and that the payment herein provided for is not to be construed as an admission of liability, which is expressly denied, and that this AGREEMENT arises from compromise;
2. That this is a full and final release applying to all unknown and unanticipated injuries or damages, including any and all claims now existing or which may arise in the future, arising out of said event as well as those not known or disclosed; the undersigned expressly waive any right or claim of right to assert hereafter that any claim, demand, obligation and/or cause of action has, through ignorance, oversight or error, been omitted from the terms of this AGREEMENT, and further expressly waive any right or claim of right that they may have under the law of

any jurisdiction that releases such as those herein given do not apply to unknown or unstated claims. It is the express intent of the Releasing Party to waive any and all claims that he/she may have against the persons and entities herein released, including any which are presently unknown, unsuspected, unanticipated or undisclosed. THE UNDERSIGNED EXPRESSLY WAIVES THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, WHICH PROVIDES:

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.

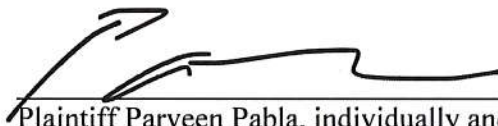
3. As further consideration and inducement for this AGREEMENT and payment as aforesaid, it is declared by the Releasing Party that there are no medical liens, including Medicare liens, relating in any manner to the alleged damages and/or conditions which are the subject of the aforesaid LAWSUIT. It is further agreed and understood that all unknown and/or future liens, if any, will be paid by Releasing Party without any payment by any of the parties being released hereby.
4. Releasing Party 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 AGREEMENT, except as otherwise set forth herein, that Releasing Party has the sole right and exclusive authority to execute this AGREEMENT and receive the sums specified in it; and that Releasing Party has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this AGREEMENT.
5. The Releasing Party has been represented in negotiations for and in the preparation of this AGREEMENT by counsel. The Releasing Party hereby acknowledges that she has had this AGREEMENT fully explained to her by counsel and is fully aware of its contents and legal effect.
6. All SETTLING PARTIES shall bear his/her own attorneys' fees and costs incurred in connection with the LAWSUIT and preparation and negotiation of this AGREEMENT.
7. This AGREEMENT contains the entire understanding between and among the SETTLING PARTIES with regard to the matters herein set forth. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the SETTLING PARTIES hereto relating to the subject matter of this AGREEMENT which are not fully expressed herein.
8. This AGREEMENT may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by a writing duly executed by all

of the SETTLING PARTIES affected by such modification or by their authorized representatives. A modification or waiver of any one provision shall not constitute a waiver or modification of any other provision not expressly waived or modified.

9. This AGREEMENT is the product of negotiation and preparation by and among each party and their respective attorneys. The SETTLING PARTIES acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one party or another and shall be construed accordingly.
10. This AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California.
11. This AGREEMENT may be executed by facsimile in any number of counterparts and signature pages and by different parties on separate counterparts and signature pages, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument.
12. Should any provision of this AGREEMENT be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall not be deemed to be part of this AGREEMENT.
13. Wherever the context of the AGREEMENT requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.
14. This AGREEMENT shall become effective upon approval by the San Jose City Council in open session.

Releasing Party does hereby declare that the meaning of this AGREEMENT has been explained to her by her attorneys, and that she fully understands and appreciates the meaning thereof.

Dated: June 11, 2019



Plaintiff Parveen Pabla, individually and on behalf of the Estate of Kiran Pabla

Dated: June ____, 2019

Defendant City of San Jose
Rick Doyle, City Attorney as Authorized Agent for the City of San Jose

Approved as to form and content.

Dated: June 11, 2019

ALTAIR LAW



ANDJE M. MEDINA, Esq.
Attorneys for Plaintiff Parveen Pabla,
individually and on behalf of the Estate of Kiran
Pabla

Approved as to form and content.

Dated: June 12, 2019



CHRISTIAN B. NIELSEN, Esq.
Chief Deputy City Attorney
Attorneys for Defendant City of San Jose