

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is made by and between Glendelia Faz (“Plaintiff”) and the City of San José (“Defendant”), collectively referred to as the “Parties”.

WHEREAS, Plaintiff filed an action against the Defendant on or about September 10, 2019 in the Superior Court of the State of California, County of Santa Clara, case number 18CV334698, entitled (“Action”);

AND WHEREAS, the Parties now undertake to settle this Action in its entirety, and Plaintiff undertakes to release and extinguish on a final basis any and all claims against the Defendant, arising out of, or in any way connected with, the incident which is the subject of the Action, which occurred on or about June 16, 2018 in San Jose, California, as more fully described in the Complaint filed in this Action (“Incident”);

NOW THEREFORE, the Parties agree as follows:

1. For consideration of four hundred thousand dollars (\$400,000.00), Plaintiff hereby releases and forever discharges the Defendant, its past and present employees, agents, attorneys, and assigns, all of whom expressly deny any liability, from any and all claims, demands, damages, actions, or suits, known and unknown, relating to, arising out of, or in any way connected with the Incident. A check in the amount of four hundred thousand dollars (\$400,000.00) shall be made payable to “Glendelia Faz and Harris Personal Injury Lawyers.” The City of San Jose will deliver the check to counsel for Plaintiff within 45 days of receiving this signed Settlement Agreement and Release. In consideration for the above-referenced

payment, Plaintiff shall dismiss the Action with prejudice within ten days after service of the draft.

2. The Parties shall cooperate in executing all documents necessary to effectuate this Settlement Agreement and to effectuate the dismissal with prejudice of the Action.

3. Section 1542 of the Civil Code of the State of California provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Plaintiff represents that Civil Code Section 1542 has been read and reviewed with counsel and understood, and that she hereby waives any and all present and future rights and benefits under Section 1542 to the extent it would permit claims relating to, arising out of, or any way connected to the Incident based on facts found to be different from the facts believed to be true at the time this Settlement Agreement was executed.

4. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims relating to, arising out of or any way connected with the Incident. No act taken by the Parties, either previously or in connection with this Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims heretofore made or an acknowledgment or admission by any party of any fault or liability whatsoever to the other party.

5. The Parties shall bear their own costs, including attorneys' fees, and any other fees incurred in connection with this Settlement Agreement and the events underlying this Settlement Agreement.

6. The Parties represent that they have had the opportunity to consult with legal counsel and have carefully read and understand the terms of this Settlement Agreement. The terms of this Settlement Agreement are voluntarily accepted for the express purpose of making a full and final compromise and settlement of the Action.

7. This Settlement Agreement represents the entire agreement and understanding between the Parties regarding settlement of the Action and supersedes any and all prior and contemporaneous agreements, representations, and negotiations. This Settlement Agreement may be modified or amended only by a written instrument signed by all Parties hereto.

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

9. Plaintiff agrees to hold the Defendant harmless with regard to any liens or claims for medical treatment and/or expenses she may have incurred as a result of the Incident.

10. Plaintiff further agrees to hold Defendant harmless with regard to any subrogation claim or claim for damages from any insurance company or other third party for expenses she may have incurred as a result of the Incident, including Medicare or MediCal.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the date last set forth below.

Dated: 09 / 13 / 2021

GLENDELIA FAZ
Plaintiff

HARRIS PERSONAL INJURY LAWYERS

Dated: 9/13/2021

By:  _____
JORDAN JOHNSON

Attorney for Plaintiff

CITY OF SAN JOSE


Dated: _____

By: _____
NORA FRIMANN

City Attorney as Authorized Agent
for the CITY OF SAN JOSE

APPROVED AS TO FORM:

Dated: 9/13/2021

By:  _____
KENDRA E. MCGEE
Senior Deputy City Attorney

Attorney for Defendant