

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is made by and between Ronald Wood ("Wood") and the City of San José ("City"), collectively referred to as the "Parties."

WHEREAS, Wood filed an action on November 16, 2016, in the United States District Court, Northern District of California, San José Division, case number 16-cv-06621-LHK, (the "Action");

AND WHEREAS, the Parties now undertake to settle this Action in its entirety, and Wood and the City now undertakes to release and extinguish on a final basis any and all claims, arising out of, or in any way connected with, the events which are the subject of the Action, occurring on September 24, 2015 in San José, California ("Incident");

AND WHEREAS Wood desires to dismiss the Action with prejudice;

NOW THEREFORE, the Parties agree as follows:

1. The Parties acknowledge that this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of further litigation.
2. For consideration of payment by the City in the amount of FIVE HUNDRED THOUSAND dollars (\$500,000.00), Wood, on behalf of himself, his past and present assigns, heirs, executors, and administrators, hereby releases and forever discharges the City, its past and present employees, officers, partners, agents, predecessors, successors, consultants, 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 FIVE HUNDRED THOUSAND dollars (\$500,000.00) shall be made payable to: "Jachimowicz Law Group Client Trust Account" and shall be delivered to Jachimowicz Law Group, counsel for Wood, within 20 days of full execution of the Settlement Agreement and Release. In consideration for the above-referenced payment, Wood shall dismiss the Action with prejudice within three days after service of the check.

3. Wood and his attorneys agree to hold harmless and indemnify the City and its past and present employees, officers, partners, agents, predecessors, successors, consultants, attorneys, and assigns with regard to any liens or claims for medical treatment and/or medical expenses, past or future, that Wood may have incurred or will incur as a result of the incident subject to this agreement. Wood is solely responsible for payment of all outstanding medical liens. Wood represents that he is unaware of any outstanding liens or claims for medical treatment or expenses other than as indicated. Wood represents that neither Medicare or Medi-Cal have asserted a lien against any recovery that may be made against this settlement other than the Medi-Cal lien dated September 26, 2018 which Wood has compromised.

4. Section 1542 of the Civil Code of the State of California 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."

Wood represents that Civil Code section 1542 has been read and reviewed with counsel and understood, and that he hereby waives any and all present and future rights and benefits under section 1542.

5. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims relating to, arising out of or in 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.

6. This Settlement includes the payment of attorneys' fees. The Parties shall bear their own costs and any other fees incurred in connection with this Settlement Agreement and the events underlying this Settlement Agreement.

7. The Parties acknowledge and agree the City's payment represents a compromise and release of disputed claims and that neither the payment, nor anything stated in this Agreement, constitutes or represents an admission by the City, or any of its current or past employees, of liability or responsibility of any kind, or a concession by any party that asserts or allegations regarding the claims alleged in the Action are valid.

8. Wood represents that he has had the opportunity to consult with legal counsel and has carefully read and understood 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.

9. 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.

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

11. This Settlement Agreement shall become effective upon approval by the San José City Council in open session.

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

Dated: Nov 26, 2018

Ronald W. Wood
RONALD WOOD

LAW OFFICE OF MORALES & LEAÑOS

Dated: 11-21-2018

By: [Signature]
JAIME A. LEAÑOS

Attorney for Ronald Wood

JACHIMOWICZ LAW GROUP

Dated: 11/21/18

By: [Signature]
ALBIE JACHIMOWICZ

Attorney for Ronald Wood


CITY OF SAN JOSE

Dated: _____

By: _____
RICHARD DOYLE
City Attorney as Authorized Agent
for the CITY OF SAN JOSE

APPROVED AS TO FORM:

Dated: 11/29/18

By: 
CHRISTIAN B. NIELSEN
Chief Deputy City Attorney

Attorney for City of San José