

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

This AGREEMENT is between Plaintiffs ARABELLA MARIE QUINONEZ, a minor, by and through her guardian ad litem, PATRICIA M. BYE; ISAMAR PENA, and CARLOS QUINONEZ and Defendant CITY OF SAN JOSE, its 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 ONE HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS (\$185,000) payable to Plaintiffs ARABELLA MARIE QUINONEZ, a minor, by and through her guardian ad litem, PATRICIA M. BYE; ISAMAR PENA, and CARLOS QUINONEZ ("RELEASING PARTIES"), paid as set forth below, RELEASING PARTIES do hereby generally release and forever discharge and hold harmless Defendant City of San Jose, its 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, 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 ARABELLA MARIE QUINONEZ, a minor, by and through her guardian ad litem; ISAMAR PENA, and CARLOS QUINONEZ v. CITY OF SAN JOSE; and DOES 1-25, inclusive now pending in the Superior Court of California, County of Santa Clara, Case No. 18CV331175 (the "LAWSUIT").

The checks for payment will be made payable to: 1.) PATRICIA M. BYE as guardian ad litem of ARABELLA MARIE QUINONEZ in the amount of \$135,000, and 2.) Mezzetti Law Firm Trust Account on behalf of ISAMAR PENA and CARLOS QUINONEZ in the amount of \$50,000. The checks are to be delivered to the Mezzetti Law Firm, Inc. no later than 30 days from the execution of the Settlement Agreement ("AGREEMENT").

FOR AND IN CONSIDERATION of the aforesaid payment, and as a condition of this AGREEMENT, the undersigned RELEASING PARTIES agree, represent and warrant 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 PARTIES 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 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.

3. As further consideration and inducement for this AGREEMENT and payment as aforesaid, it is declared by the RELEASING PARTIES 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 PARTIES without any payment by any of the parties being released hereby.
4. The RELEASING PARTIES represent and warrant 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 the RELEASING PARTIES have the sole right and exclusive authority to execute this AGREEMENT and receive the sums specified in it; and that the RELEASING PARTIES have 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 PARTIES have been represented in negotiations for and in the preparation of this AGREEMENT by counsel. The RELEASING PARTIES hereby acknowledge that he/she has had this AGREEMENT fully explained to him/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 after the following events:
 - a. The minor's compromise portion of this agreement is approved by the Court and executed by PATRICIA M. BYE as guardian ad litem of ARABELLA MARIE QUINONEZ;
 - b. The RELEASING PARTIES and their attorneys execute their portion of the AGREEMENT; and
 - c. The AGREEMENT is approved by the San Jose City Counsel in open session.

Dated: 12/4/19


ARABELLA MARIE QUINONEZ, a minor, *Quinonez*
by and through her guardian ad litem, PATRICIA
M. BYE
Plaintiff

Dated: 11/21/19



ISAMAR PENA, an individual
Plaintiff

Dated: 11/21/19



CARLOS QUINONEZ, an individual
Plaintiff

Dated: 11/25/19

APPROVED AS TO FORM:

By: 

ROBERT L. MEZZETTI, ESQ.
CHRISTOPHER MEZZETTI, ESQ.

Attorneys for Plaintiffs ARABELLA MARIE
QUINONEZ, ISAMAR PENA and CARLOS
QUINONEZ

CITY OF SAN JOSE

Dated: _____

By: _____

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

APPROVED AS TO FORM:

Dated: _____

By: _____

CARMEN E. DALPIAZ
Deputy City Attorney

Attorneys for Defendants CITY OF SAN JOSE