

Memorandum of Settlement

Mediation Date: 6/27/2014

Case Name: Egan v. Smyr

This Memorandum of Settlement (hereinafter referred to as "this Agreement") is made by and between plaintiff Michael F. Egan, III (hereinafter referred to as "plaintiff") and defendant(s) Bryan Smyr (hereinafter referred to as "defendant(s)").

1. Settlement Amount: \$100,000  
a) Payment to Be Made on (date): 10 days after the 8/1/14 of the Hawaii  
b) Check(s) made payable to (circle one): + CA check  
i) plaintiff  
ii) plaintiff's attorneys debt but not  
iii) both

2. Dismissal of Lawsuit, if applicable:  
a) Date by which lawsuit must be dismissed: 10 days after the 8/1/14 of the Hawaii  
b) Entire Action or Other (specify): action with prejudice  
c) With or Without Prejudice (circle one) w/cash file heavy financial attys fees tabs

3. Releases: The releasing parties expressly waive all claims, known or unknown, and expressly waive any rights under California Civil Code §1542 which 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."

a) Unilateral or Mutual (circle one)  
b) By plaintiff(s):  
i) Releasors Egan  
ii) Releasees Smyr  
c) By defendant(s):  
i) Releasors Smyr  
ii) Releasees Egan

Initials: [Signature]  
Plaintiff [Signature]  
Defendant [Signature]

4. Confidentiality and/or Non-disparagement: Circle one or both
- a) Unilateral or Mutual (circle one) - parties and Attorneys
  - b) Any special circumstances or scripted language:  
Equal terms - "Matter has been deemed"
  - c) Other terms: Surv + ~~loss~~ - planned for matter has been deemed. I

5. Representation by Counsel: Each party acknowledges representation by counsel throughout all negotiations which preceded the execution of this Agreement and that this Agreement is executed with the consent and upon the advice of counsel. Each party acknowledges that no person or entity, including but not limited to a party or agent or attorney of any party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute this Agreement. Each party has read this Agreement, accepts and agrees to the provisions it contains, and hereby executes it voluntarily with full understanding of its consequences.

Initial: Plaintiff: \_\_\_\_\_ Defendant(s): BS

6. Additional Terms & Issues:
1. Confidential Arbitration of Disputes on law angles
  2. Unilateral Prop - full disclaimer.
  3. Plaintiff's counsel represents he has authority to sign this Memorandum of Settlement

7. Preparation of a more complete written Settlement Agreement: It is the intent of the parties to prepare a more complete written Settlement Agreement and Release on the terms set forth above. In the event that the parties are unable to agree upon the language and terms of said Settlement Agreement and Release, the terms of this Memorandum of Settlement shall be binding and enforceable in a court of law pursuant to California Code of Civil Procedure § 664.6.
- a) Initial draft to be prepared by (circle one): plaintiff's counsel or defense counsel
  - b) Date draft to be submitted to opposing counsel: July 7, 2014

Each party has read the foregoing, accepts and agrees to the provisions it contains, and hereby executes it voluntarily with full understanding of its consequences.

Date of Agreement: 6/27/2014

By: \_\_\_\_\_  
 Plaintiff: \_\_\_\_\_

By:   
 Defendant: Bryan Singer  
 Position: \_\_\_\_\_

By: [Signature]  
Counsel for Plaintiff (print name):  
Jeff Herman

By: [Signature]  
Counsel for Defendant (print name):  
MARTIN SINGER

By: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_

By: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Position: \_\_\_\_\_

By: \_\_\_\_\_  
Counsel for Plaintiff (print name):  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Counsel for Defendant (print name):  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_

By: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Position: \_\_\_\_\_

By: \_\_\_\_\_  
Counsel for Plaintiff (print name):  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Counsel for Defendant (print name):  
\_\_\_\_\_  
\_\_\_\_\_

THIS MEMORANDUM OF SETTLEMENT IS PROVIDED FOR THE CONVENIENCE OF THE PARTIES ONLY. THE MEDIATION OFFICE OF LINDA E. MEYER MAKES NO WARRANTIES REGARDING THE LEGALITY OF THIS AGREEMENT AND BY USING THIS AGREEMENT, THE PARTIES EXPRESSLY RELEASE THE MEDIATION OFFICE OF LINDA E. MEYER FROM ANY AND ALL CLAIMS THAT MAY ARISE OUT OF THE PREPARATION AND/OR ENFORCEABILITY OF THIS AGREEMENT.

Initials:  
Plaintiff \_\_\_\_\_  
Defendant JS