

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE of claims (“Agreement”) is entered into by and between the **Superior Court of California, County of Tulare** (the “Court”) and **Valeriano Saucedo** (“Saucedo”) on the one hand, (hereafter collectively referred to as “Defendants”) and **Priscilla Campos Tovar** (“Tovar”) on the other hand.

WITNESSETH:

WHEREAS, Tovar has filed a lawsuit against the Defendants, which lawsuit is pending in the Superior Court of California, County of San Luis Obispo, as Case No. 15 CV 0661 (“the Civil Action”);

WHEREAS, as to the Civil Action and any other allegations raised by Tovar against the Defendants, the execution or performance of any terms of this Agreement shall not constitute or be construed as an admission of any liability or wrongdoing, and the Defendants have consistently taken the position that they have no liability whatsoever to Tovar, and enter into this Agreement solely for the purposes of avoiding the time-consuming and costly prospects of further litigation;

WHEREAS, the claims of Tovar are in all respects controverted, and disputes exist between Tovar and the Defendants as to the occurrence of the alleged harassment, retaliation and other unlawful employment practices, and the damages, if any, resulting therefrom, and as a result of such disputes, Tovar and the Defendants now desire to compromise and settle the Civil Action, and all claims, demands and causes of action, whether now known or unknown, against the Defendants, and each of them, and their officials, directors, officers, judicial officers, affiliates, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, sureties and attorneys, whether past or present (collectively “the Releasees”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and sufficient consideration, receipt of which is hereby acknowledged, the parties agree as follows.

1. The Court, through the Judicial Council, pursuant to Government Code section 811.9 and rule 10.202 of the California Rules of Court, shall cause Tovar to be paid the total lump sum of One Hundred Twenty Thousand Dollars (\$120,000), characterized by Tovar and her attorney as damages for claimed emotional distress. The check shall be made payable to “Kevin G. Little, Attorney for Priscilla Tovar.” Payment shall be made by delivery of a check in said amount to Tovar’s counsel, within forty-five (45) calendar days of the date on which all of the following have occurred: (i) Tovar’s attorney has delivered to the Defendants’ attorney a request for dismissal of the Civil Action, with prejudice; and (ii) the Judicial Council’s receipt of a fully executed IRS Form W-9 for Tovar.

2. Tovar agrees and understands that she will fully assume all tax obligations, if any, on the payment of the \$120,000 set forth in paragraph 1 of this Agreement and that she shall be exclusively liable for the payment of all federal, state and local taxes, which may be determined to be due as a result of this payment. The Judicial Council will issue a 1099 form or any other appropriate tax forms reflecting the payment of said sum. Tovar further agrees and hereby represents that she shall pay such taxes, if any, at the time and in the amount required of her. In addition, Tovar agrees to fully indemnify and hold harmless the Defendants and the Judicial Council from payment of any and all taxes, interest or penalties that may be required of them by any government agency at any time as a result of any payment or consideration paid by the Defendants and the Judicial Council pursuant to this Agreement. Tovar further acknowledges that neither the Defendants nor any representatives or attorneys of the Defendants have made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid pursuant to this Agreement. This sum is an amount which Tovar is not otherwise entitled but for her execution of this Agreement.

3. Tovar warrants and represents that she has not assigned any portion of the consideration paid to her under this Agreement to any person, agency or entity, and that she further represents and warrants to the Defendants that there is no lien of any kind against any of the consideration paid to her under this Agreement. Tovar agrees that these representations and warranties are material terms of this Agreement, and she agrees to defend, indemnify and hold the Judicial Council and the Defendants harmless in the event of any claim by any third person, agency, or entity that he, she or it was legally entitled to any portion of the consideration paid under this Agreement.

4. Tovar fully and forever releases and discharges the Releasees from any claims, damages, and causes of action she may have against them, and she covenants not to sue or otherwise institute or cause to be instituted or any way participate in (except at the request of the court executive officer of the Court) legal or administrative proceedings against the Releasees, with respect to any matter arising out of or connected with her employment with the Court, or with the Civil Action, including any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of every nature, kind, and description, in law, equity, or otherwise, whether or not now known or ascertained, which heretofore do or may exist.

5. Without limiting the foregoing, Tovar understands and agrees that she is waiving any rights she had, may have had, has or may have to pursue any and all remedies available to her under any employment-related cause of action against the Releasees, including without limitation, any claims for discrimination, harassment and/or retaliation, and/or any rights arising from the DFEH and/or EEOC Charges filed by Tovar, any and all rights arising from any law or other source, such as the United States or California Constitutions, title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), title 42 United States Code sections 1981 and/or 1983, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Equal Pay Act of 1963, the Family Medical Leave Act (29 U.S.C. § 2614 et seq.), the California Family Rights Act (Gov. Code, § 12945.1), the Fair Labor Standards Act (29 U.S.C. § 201 et seq.), the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), the California Fair Employment and Housing Act, Civil Code sections 45, 46, 51, 52 and 52.1, the Investigative Consumer Reporting Agencies Act (Civ. Code, § 1786 et seq.), and/or under Labor Code sections 132a and 1102, the Trial Court

Employment Protection and Governance Act (Gov. Code, § 71650 et seq.), any regulations implementing these statutes, or the Court's internal policies and procedures, as well as any common law actions such as wrongful discharge, infliction of emotional distress, defamation, breach of contract, and/or breach of the covenant of good faith and fair dealing.

6. Tovar agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising from or attributable to Tovar's Civil Action, and that any and all rights granted to Tovar under section 1542 of the California Civil Code or any analogous state law or federal law or regulation are hereby expressly waived. Said section 1542 of the California Civil Code reads 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.

7. Tovar warrants and affirms that she has no pending claim or lawsuit against the Court, or any of the Releasees other than the Civil Action. Tovar agrees that she will immediately dismiss with prejudice the Civil Action in its entirety against the Defendants as reflected in paragraph 1 herein. Tovar shall authorize and direct her attorney of record to execute a dismissal with prejudice and deliver it to the Defendants' attorney. Tovar understands that the Defendants' obligation to pay any consideration pursuant to this Agreement is expressly conditioned upon Tovar providing a request for dismissal with prejudice in its entirety of the Civil Action.

8. The parties agree on behalf of themselves and their respective officers, directors and employees that they shall refrain from any disparagement of the other. The parties agree not to disclose or publicize the terms of this settlement unless authorized or compelled by law, and that they will not contact the press or other media, nor post anything on the internet/social media in regard to the settlement. Tovar agrees that if she is required to disclose the amount of the settlement in any family law proceedings she shall obtain a court order authorizing her to file any papers regarding this Agreement under seal.

9. Tovar agrees that if she, or anyone acting on her behalf, files or initiates a claim that has been released under this Agreement, then the Defendants or other Releasees defending such claim or application shall be entitled to the dismissal of such claim or application on the basis of this Agreement, and in addition, the Defendants or the Releasees defending such claim or application shall be entitled to an award of its actual costs and attorneys' fees incurred in the defense of such released claim.

10. Tovar and the Defendants jointly agree as follows:

a. That the foregoing payments and consideration are received in settlement and for compromise of disputed claims and that neither this Agreement nor the aforesaid payments and promises are to be construed as an admission on the part of any of the Releasees of any wrongdoing or liability, nor to be admissible as evidence in any proceeding other than for enforcement of the provisions of this Agreement.

b. That if any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions, and the Court shall enforce all remaining provisions to the extent permitted by law.

c. That this Agreement shall supersede and render null and void any and all prior agreements between the parties.

d. That this Agreement shall bind and benefit Tovar's heirs, executors, administrators, successors, assigns, and each of them; it shall also bind and benefit the Defendants and their heirs, executors, administrators, successors and assigns.

e. That this Agreement shall be deemed to have been entered into in the State of California and shall be construed and interpreted in accordance with the laws of that state.

f. That each party agrees that there is no prevailing party for any purposes with respect to the Civil Action and each party shall bear her, his or its own attorneys' fees and costs in connection with the Civil Action, and the negotiation of this Agreement.

g. That each party hereby agrees to accept and assume the risk that any fact or legal rule affecting any matter covered by this Agreement may hereafter be found to be other than or different from the facts or law it or he or she believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such difference in fact or law.

h. That no waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this Agreement. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.

i. That this Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

j. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute an entire agreement.

k. That, pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction over the parties to enforce the settlement embodied in this Agreement.

THE PARTIES, AND EACH OF THEM, AFFIRM THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, AND THAT THEY AFFIX THEIR SIGNATURES HERETO VOLUNTARILY AND WITHOUT COERCION.

TOVAR FURTHER ACKNOWLEDGES THAT THE WAIVERS SHE HAS MADE AND THE TERMS SHE HAS AGREED TO HEREIN ARE KNOWING, CONSCIOUS, AND WITH FULL APPRECIATION THAT SHE IS FOREVER FORECLOSED FROM PURSUING ANY OF THE RIGHTS SO WAIVED.

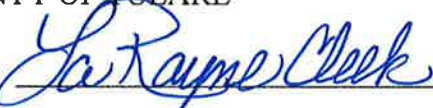
SO AGREED.

Date: 7/28/16


PRISCILLA TOVAR

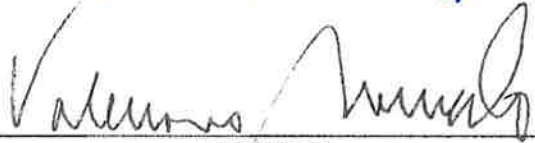
Date: 7-29-16

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF TULARE

By: 

Its: Court Executive Officer

Date: 7-28-16


VALERIANO SAUCEDO

APPROVED AS TO FORM AND CONTENT:

Date: 7-28-16


PLAINTIFF'S COUNSEL
Attorney for Priscilla Tovar

Date: 7-28-16


DEFENDANTS' COUNSEL
Attorney for Superior Court of California,
County of Tulare

Date: 7/28/16


DEFENDANT'S COUNSEL
Attorney for Valeriano Saucedo