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Attorneys for Petitioner
FIRST AMENDMENT COALITION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

FIRST AMENDMENT COALITION, a
California non-profit corporation,

Petitioner,

v.

XAVIER BECERRA, Attorney General of
the State of California; CALIFORNIA
DEPARTMENT OF JUSTICE,

Respondents.

Case No.

**VERIFIED PETITION FOR WRIT OF
MANDATE TO ENFORCE COMPLIANCE
WITH THE CALIFORNIA PUBLIC
RECORDS ACT**

FILED
San Francisco County Superior Court

DEC 12 2019

CLERK OF THE COURT
BY: Galena Adams
Deputy Clerk

CPF-19-516955

TROUTMAN SANDERS LLP
THREE EMBARCADERO CENTER, SUITE 800
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BY FAX

INTRODUCTION

1
2 1. As alleged more fully below, Petitioner First Amendment Coalition (“FAC”) made
3 requests to Respondents California Attorney General Xavier Becerra and the California
4 Department of Justice (“Respondents”) for access to public records pursuant to the California
5 Public Records Act (“CPRA”). FAC’s requests, submitted on October 31, 2018 and August 27,
6 2019, sought various settlement agreements.

7 2. Respondents provided access to some responsive documents, but redacted the
8 names of the plaintiffs/claimants and defendants. Respondents’ unlawful redactions and other
9 concealments of non-exempt material frustrate both the purposes of the CPRA and the public’s
10 right to be informed of the Department of Justice’s practices in resolving litigation in which there
11 is significant public interest.

12 3. The CPRA requires a state agency that receives a request to promptly release all
13 non-exempt records. The CPRA places the burden on the state agency to demonstrate that the
14 records or information withheld is exempt.

15 4. Because the Respondents have not demonstrated that the responsive information
16 withheld is exempt from production, Petitioner brings this suit to compel the Attorney General
17 and the Department of Justice to comply with the CPRA and promptly release unredacted
18 versions of the subject settlement agreements.

PARTIES

19
20 5. Petitioner FAC is a non-profit corporation based in San Rafael, California that is
21 dedicated to advancing free press and free speech rights, ensuring open and accountable
22 government, and promoting public participation in civic affairs.

23 6. FAC is a member of the public under Government Code section 6252 and is
24 beneficially interested in the outcome of these proceedings; it has a clear, present and substantial
25 right to the relief sought herein and no plain, speedy and adequate remedy at law other than that
26 sought herein.

27 7. Respondent California Department of Justice (the “Department”) is a state agency
28 with one of its primary offices in the City of San Francisco.

1 296 (quotation omitted). The California Supreme Court has held that “[t]he public’s legitimate
2 interest in the identity and activities of peace officers is even greater than its interest in those of
3 the average public servant,” and that “the privacy and safety interests of peace officers in general
4 do not outweigh the public’s interest in the disclosure of the information” regarding their identity
5 or employment as peace officers. *Id.* at 297, 303.

6 16. A mere assertion of possible endangerment is insufficient to justify nondisclosure
7 of a peace officer’s identity. *Commission*, 42 Cal. 4th at 302.

8 **PETITIONER FAC’S REQUESTS AND THE DEPARTMENTS’ RESPONSES**

9 17. On October 31, 2018 FAC Legal Fellow Glen Smith made a CPRA request to the
10 Department for settlement agreements from 2016 through 2018 involving claims against the
11 Department or its employees.

12 18. Over the course of the next eleven months, the Department released the requested
13 settlement agreements on a rolling basis, with its fifth, and reportedly final, production of
14 responsive records provided to FAC on October 1, 2019. A true and correct copy of the
15 Department’s October 1, 2019 response is attached as **Exhibit A**.

16 19. One settlement agreement, “Item 11,” was redacted to conceal the subject
17 Plaintiffs’ names and the case number. The Department’s October 1, 2019 response represented
18 that Item 11 involved a lawsuit brought by two Special Agents of the Department’s Bureau of
19 Firearms. A true and correct copy of “Item 11” is attached hereto as **Exhibit B**.

20 20. The Department’s October 1, 2019 response states that “Special Agents conduct
21 undercover assignments and, as a result, the Department does not disclose their names.” The
22 assertion that special agents work undercover in covert operations is the only basis the
23 Department presented for redacting the party names and case number in Item 11.

24 21. Based on this assertion, the Department’s October 1, 2019 response concludes
25 “[w]e withhold this identifying information because the public interest served by not disclosing
26 such records clearly outweighs the public interest in disclosing them.”

27 22. The Department neither claims, nor offers any evidence, that the two individuals at
28 issue in Item 11 are undercover agents involved in covert investigations.

1 23. Nor does the Department offer evidence that disclosure of the case number or
2 identities of the two individuals at issue in Item 11 will compromise those two individuals' safety,
3 ability to conduct undercover investigations, or the Department's ability to conduct undercover
4 investigations.

5 24. On August 27, 2019 Mr. Smith made a separate CPRA request to the Department
6 for settlement agreements from November 1, 2018 through September 30, 2019 involving claims
7 against the Department or its employees.

8 25. On September 26, 2019 the Department responded that it would produce the
9 requested settlement agreements on a rolling basis. The Department included with its September
10 26 response its first production of responsive records. A true and correct copy of the
11 Department's September 26, 2019 response is attached as **Exhibit C**.

12 26. The Department redacted one settlement agreement in the action styled *Renteria v.*
13 *Romo, et al.*, Case No. CV-17-06390 VAP GJS (United States District Court for the Central
14 District of California) ("*Renteria*") to conceal the subject Defendants' names. The Department's
15 September 26, 2019 response represented that *Renteria* involved Bureau of Firearms agents. The
16 *Renteria* settlement agreement states that the plaintiff's complaint was for constitutional and civil
17 rights violations resulting from plaintiff's arrest, and subsequent criminal charges arising
18 therefrom. A true and correct copy of the *Renteria* settlement agreement is attached hereto as
19 **Exhibit D**.

20 27. The Department's September 26, 2019 response states that "[t]he Department's
21 primary law enforcement function is to conduct covert and overt criminal investigations.
22 Releasing the name and other identifying information of these peace officers would compromise
23 their safety and efficacy, and therefore the Department's ability to conduct investigations." This
24 statement is the only basis the Department presented for redacting the defendants' names in the
25 *Renteria* settlement agreement.

26 28. Based on this statement, the Department's September 26, 2019 response concludes
27 "we have redacted the names of Bureau of Firearms agents because the public interest served by
28 not disclosing such information clearly outweighs the public interest in disclosure."

1 **SECOND CAUSE OF ACTION**

2 **For Violation of the California Public Records Act and Article I, § 3 of the California**
3 **Constitution**

4 36. Petitioner realleges as though fully set forth herein each allegation set forth in
5 paragraphs 1 through 35 above.

6 37. The CPRA and California Constitution require disclosure of the public records
7 FAC requested from the Department by letter dated August 27, 2019, including an unredacted
8 version of the *Renteria* settlement agreement.

9 38. The California Attorney General has long held the position that the name of every
10 public officer and employee is a matter of public record. The public's legitimate interest in the
11 identity and activities of peace officers is even greater than its interest in those of the average
12 public servant, and the privacy and safety interests of peace officers in general do not outweigh
13 the public's interest in the disclosure of information regarding their identity or employment as
14 peace officers. A mere assertion of possible endangerment is insufficient to justify nondisclosure
15 of a peace officer's identity.

16 39. The burden lies with the Department to establish that the identities of the peace
17 officers are exempt from disclosure.

18 40. The Department's assertion that peace officers conduct covert investigations, and
19 that disclosure of their identities will compromise their safety, ability to conduct undercover
20 investigations, or the Department's ability to conduct undercover investigations, is insufficient to
21 carry its burden of demonstrating that the public interest served by not disclosing an unredacted
22 version of the *Renteria* settlement agreement clearly outweighs the public interest served by
23 disclosure of the document.

24 41. Respondents' failure to meet its burden of establishing that the identities of the
25 subject peace officers are exempt from disclosure violates the CPRA and Article I, Section 3 of
26 the California Constitution.

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **For Declaratory Relief**

3 42. Petitioner realleges as though fully set forth herein each allegation set forth in
4 paragraphs 1 through 41 above.

5 43. The CPRA and California Constitution require disclosure of the public records
6 FAC requested from the Department by letter dated October 31, 2018, including an unredacted
7 version of Item 11.

8 44. The CPRA and California Constitution require disclosure of the public records
9 FAC requested from the Department by letter dated August 27, 2019, including an unredacted
10 version of the *Renteria* settlement agreement.

11 45. The burden lies with the Department to establish that the identities of the peace
12 officers are exempt from disclosure.

13 46. The Department has not carried its burden of demonstrating that the public interest
14 served by not disclosing unredacted versions of Item 11 and the *Renteria* settlement agreement
15 clearly outweighs the public interest served by disclosure of the documents.

16 47. Petitioner seeks a judicial declaration that Item 11 and the *Renteria* settlement
17 agreement are public records as defined by Government Code § 6252(e), are subject to disclosure
18 under Government Code sections 6253(a) and (b) and Article I, § 3(b) of the California
19 Constitution, and that Respondents violated the CPRA by failing to promptly make the materials
20 available to Petitioners and the public.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Petitioner prays that the Court grant relief in its favor as follows:

23 1. That the Court issue a writ of mandate directing the Respondents to produce
24 forthwith an unredacted copy of Item 11 (Exhibit B) of the Respondents' October 1, 2019
25 production, as requested by the Petitioner;

26 2. That the Court issue a writ of mandate directing the Respondents to produce
27 forthwith an unredacted copy of the *Renteria* settlement agreement (Exhibit D), as requested by
28 the Petitioner;

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3. Alternatively, if the Court does not immediately order production of the records requested, that it order each Respondent to show cause why the public records are exempt from disclosure and should not be released in an unredacted form, and thereafter order the requested records to be disclosed;

4. Issue a judicial declaration that Item 11 and the *Renteria* settlement agreement are public records as defined by Government Code § 6252(e), are subject to disclosure under Government Code sections 6253(a) and (b) and Article I, § 3(b) of the California Constitution, and that Respondents violated the CPRA by failing to promptly make the materials available to Petitioners and the public

5. That Petitioner be awarded attorneys' fees and costs under Government Code section 6259 and any other applicable statutes;

6. For all such other and further relief that the Court deems proper and just.

Dated: December 11, 2019

TROUTMAN SANDERS LLP

By: /s/ Dean A. Morehous
Dean A. Morehous
Michael K. Cassata
Attorneys for Petitioner
FIRST AMENDMENT COALITION

VERIFICATION

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I, David E. Snyder, am an attorney and the Executive Director of the First Amendment Coalition and am authorized to verify this Petition as an officer. I have read this Verified Petition for Writ of Mandate in *First Amendment Coalition v. Becerra, et al.*, and am informed, and do believe, that the matters stated herein are true. On that ground I allege that the matters stated herein are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: December 10, 2019
San Rafael, CA



David E. Snyder

TROUTMAN SANDERS LLP
THREE EMBARCADERO CENTER, SUITE 800
SAN FRANCISCO, CA 94111

Exhibit A



XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE

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October 1, 2019

Glen A. Smith
First Amendment Coalition
dsnyder@firstamendmentcoalition.org

RE: Public Records Act Production 5

Dear Mr. Smith:

This letter further responds to your Public Records Act request dated October 31, 2018, by explaining the Department of Justice's fifth and final production of records responsive to your request for:

Settlement Agreements for Claims filed (or threatened to be filed) against the Attorney General or the Department of Justice, (including its past or present officers, agents, employees or representatives) [sic]. This request is for any such Settlement Agreements signed or otherwise finalized by the Department of Justice during 2016, 2017 and 2018 (to date).

After seeking clarification of your request and asserting an extension of time, the Department responded to your request on November 28, 2018, and notified you that the Department records would be produced on a rolling basis as we searched for responsive records. Thus far, we have sent four prior sets of records responsive to this request. The first production consisted of three settlement agreements related to sexual harassment or discrimination. The second production consisted of settled claims and appeals filed by Department employees. In the third production, we provided additional settlements of actions initiated by Department employees. Our fourth production, we provided settlements from cases included in the Claims Bills and seven Torts cases.

Enclosed is the fifth and final batch of responsive records, consisting of 11 additional settlement agreements, stipulated judgments or stipulated orders.

Two of the settlement agreements relate to two low level, rank and file employees. Employees do not lose their right to privacy in personnel records because they work for the government. (*New York Times Co. v. Superior Court* (1997) 52 Cal.App.4th 97, 100.) The settlement documents contain information about particular employees, and are therefore

personnel records. (*Los Angeles Unified Sch. Dist. v. Superior Court* (2014) 228 Cal.App.4th 222, 239.) Present and former Department employees who were parties to these settlements have a substantial protectable privacy interest. Specifically, the disclosure of these documents reflect performance evaluations and disciplinary action and could be embarrassing and painful to these employees. (*Versaci v. Superior Court* (2005) 127 Cal.App. 4th 805, 820.) And that pain and embarrassment may follow them for a lifetime and longer; if disclosed, these documents may be posted to the internet and never forgotten.

Item 9 is an appeal of a routine, performance related action initiated by the Department that does not involve a high ranking employee or payment of state funds. Item 10, which also does not involve a high ranking employee or payment of state funds, is an appeal of a termination of an employee. We redacted the individual's name in both instances both because disclosure would be an unwarranted invasion of the individual's privacy, and because the public interest in non-disclosure outweighs the public interest in disclosure. (Gov. Code, §§ 6254, subd. (c); 6255.) The settlements are not associated with a substantial and well-founded complaint of an equal employment opportunity violation, related retaliation, or misuse of state resources. The Department is disclosing these zero-dollar settlements, redacted to protect the privacy interests of the individuals, because on balance, the public interest in knowing how the Department has responded to issues involving workplace performance outweighs the individuals' privacy interest in the redacted document.

There is a countervailing public interest in disclosure for the purpose of shedding light on the Department's performance of its duty as a state employer; the weight of that interest is proportionate to both the gravity of the governmental tasks sought to be illuminated and the extent to which the disclosure will directly illuminate performance of those tasks. (*Versaci v. Superior Court, supra*, 127 Cal.App. 4th 805 at p. 820; *Los Angeles Unified Sch. Dist. v. Superior Court, supra*, 228 Cal.App.4th at p. 242.) In this case, the weight of the public interest in disclosure is low, for several reasons: no public funds were used to settle these matters; the gravity of the Department's performance management task as a state employer while important, is not the Department's primary mission and it is not different in kind than that task at any other employer of similar size and complexity, public or private; the settlement agreements provide incomplete information about the underlying facts and therefore will only indirectly and imperfectly illuminate the Department's performance as an employer; and the zero-dollar settlement resolved routine performance and discipline issues of rank and file employees and do not bear directly on the Department's ability to perform its public duties. In these circumstances, the public interest in disclosure of an unredacted version is outweighed by both the employee's substantial privacy interests and the public interest in non-disclosure.

Item 11 is a settlement of an action involving two Special Agents of the Department's Bureau of Firearms. Special Agents conduct undercover assignments and, as a result, the Department does not disclose their names. Nevertheless, the Department recognizes the value of shedding light on the nature of the allegations and the resolution of the matter and therefore has produced a redacted version of the agreement.

Glen Smith
October 1, 2019
Page 3

The agreement provides for the dismissal of the action without admission of any wrongdoing upon payment of \$2,000 to avoid the time and expense of proceeding to trial. The Department has redacted the names of all the parties and the case number because their disclosure could be used to identify the Department's Special Agents.

We withhold this identifying information because the public interest served by not disclosing such records clearly outweighs the public interest in disclosing them. (Gov. Code, § 6255.) The Department has applied a balancing approach to the public's right to open government and the Department's obligation to ensure officer safety. (See *Commission on Peace Officer Standards and Training v. Superior Court* (2007) 42 Cal.4th 278.)

The Department employs peace officers as provided in Penal Code section 830.1(b). The Department's primary law enforcement function is to conduct covert and overt criminal investigations in such areas as narcotics, organized crime, elder abuse, Medi-Cal fraud, illegal gaming, firearms, sexual offenders, and other major crimes. As part of their duties, the agents work undercover assignments to develop sources of information and intelligence to accomplish organizational objectives.

The Department's overriding concerns are 1) preserving the safety of our sworn officers, and 2) preserving the Department's ability to conduct undercover assignments as necessary to fulfill the Department's law enforcement functions.

Releasing the names and other identifying information of these peace officers would compromise their safety as well as their ability to conduct undercover investigations, and in turn damage the Department's ability to conduct undercover investigations. The public disclosure of identifying information would permit criminals to obtain and confirm photographs and other personal information from internet website engines, and through other means. This would undermine our agent's ability to perform their investigative duties. It could also compromise the safety of their families.

This completes the Department's production of records responsive to your Public Records Act request dated October 31, 2018.

Sincerely,

MICHELLE M. MITCHELL
Supervising Deputy Attorney General

For XAVIER BECERRA
Attorney General

Exhibit B

Item 11

FULL RELEASE OF ALL CLAIMS

1. The State of California will pay Plaintiffs [REDACTED] and [REDACTED] TWO THOUSAND DOLLARS and ZERO CENTS (\$2,000.00) as a cost and fees reimbursement related to [REDACTED] AND [REDACTED] v. DEPARTMENT OF JUSTICE, STATE OF CALIFORNIA, AGENT [REDACTED] individually, AGENT [REDACTED] individually, and DOES 1-30, inclusive, Case No. [REDACTED] filed in the United States District Court, Eastern District of California. This lawsuit arises out of the search and seizure of plaintiffs' firearm on February 3, 2015. In consideration of the above payment, Plaintiffs, hereby release and discharge the State of California, [REDACTED] their agents, representatives, attorneys, and employees, from any and all claims and demands which Plaintiffs now have or may hereafter have relating in any way to the alleged facts, circumstances, damages and injuries set forth in the complaint in the above-entitled action.

2. This is a full, complete and total release. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, including any and all claims for costs, expenses, liens, attorneys' fees or other fees, or interest incurred in this action.

Accordingly, all rights under section 1542 of the Civil Code of California are hereby expressly waived. Section 1542 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."

3. It is further understood and agreed that this settlement is a compromise of a disputed claim. The payment or other consideration exchanged is not an admission of liability on the part of the State of California, [REDACTED], [REDACTED], and their agents and employees.

4. Plaintiffs agree and understand that this settlement is contingent upon approval, if required, by the Director of the California Department of Finance, the Attorney General, the Governor, and the Legislature after the enactment of appropriate legislation. Defendants will make prompt payment subject to necessary approvals, and will make every effort to make payment within 90 days of receiving a signed copy of this Agreement, as well as completed Data Payee Forms Std. 204. The parties agree that the Court will retain jurisdiction over this matter until payment is made by Defendants to Plaintiffs.

5. Plaintiffs represent and warrant that they will execute and deliver all documents necessary, convenient, or desirable to effect any and all provisions of this release. This Settlement Agreement shall become effective immediately following its execution by each of the Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and part of one and the same Agreement. A copy of any signature on a signature page shall be as valid and binding as an original signature.

6. Plaintiffs hereby authorize and directs their attorney to dismiss the entire pending lawsuit, described above, with prejudice. Payment of the settlement funds is conditioned upon the receipt of said request for dismissal by counsel for the State of California, [REDACTED] and [REDACTED] as well as completed Data Payee Forms Std. 204.

7. The undersigned certify that they have read this full release of all claims, and Civil Code section 1542, and fully understands each. The undersigned certify that they fully understand the effect of signing this document. The undersigned further certify that they are competent to execute this release.

Date

[REDACTED], Plaintiff

Date

[REDACTED], Plaintiff

Approved as to Form and Content

Counsel for Plaintiffs

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6. Plaintiffs hereby authorize and directs their attorney to dismiss the entire pending lawsuit, described above, with prejudice. Payment of the settlement funds is conditioned upon the receipt of said request for dismissal by counsel for the State of California, Michael Haroldsen, and Teresa Hamon, as well as completed Data Payee Forms Std. 204.

7. The undersigned certify that they have read this full release of all claims, and Civil Code section 1542, and fully understands each. The undersigned certify that they fully understand the effect of signing this document. The undersigned further certify that they are competent to execute this release.

11/27/17
Date

[Redacted]
Plaintiff

11/27/17
Date

[Redacted]
Plaintiff

Approved as to Form and Content


Counsel for Plaintiffs

Exhibit C

XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE



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September 26, 2019

Glen A. Smith
First Amendment Coalition
534 Fourth Street, Ste. B
San Rafael, CA 94901
gsmith@firstamendmentcoalition.org

Via Email

RE: Public Records Act Request No. 2019-02072

Dear Mr. Smith:

This letter is in response to your correspondence dated and received by the California Department of Justice on August 27, 2019, in which you sought records pursuant to the Public Records Act (PRA) as set forth in Government Code section 6250 et seq.

As in a similar request that you made on October 31, 2018, you seek "Settlement Agreements for Claims filed (or threatened to be filed) against the Attorney General or the Department of Justice, (including its past or present officers, agents, employees or representatives [sic])." Specifically, you want "Settlement Agreements signed or otherwise finalized by the Department of Justice from November 1, 2018 through and including September 30, 2019." As noted in our September 6, 2019 letter to you, we are construing your request as seeking responsive records "finalized" through August 30, since your request, as stated, seeks records significantly beyond the date of your request.

After a diligent search and reasonable inquiry, we have located records responsive to your request. We are producing with this letter the responsive records that we have located to date. We plan to produce any additional responsive records on a rolling basis.

Please note that we have redacted from the records we are producing certain private identifying information, such as non-commercial addresses, based on considerations of personal privacy. (Cal. Const., art. I, §1, as incorporated into Gov. Code, § 6254, subd. (k); Gov. Code, § 6255. For one of the records produced, we have redacted the names of Bureau of Firearms agents because the public interest served by not disclosing such information clearly outweighs the public interest in disclosure. (Gov. Code, § 6255.) The Department employs peace officers as provided in Penal Code section 830.1, subdivision (b). The Department's primary law enforcement function is to conduct covert and overt criminal investigations. Releasing the name

September 26, 2019

Page 2

and other identifying information of these peace officers would compromise their safety and efficacy, and therefore the Department's ability to conduct investigations. We have also withheld personnel records of sworn peace officers, which, with limited exception, are exempt from disclosure. (Gov. Code, § 6254, subd. (k), incorporating Pen. Code § 832.7.

Finally, we are withholding settlements arising from appeals of routine, performance-related actions initiated by the Department that do not involve any high ranking employees or payment of state funds, both because disclosure would be an unwarranted invasion of the privacy of former and current employees, and because the public interest in non-disclosure outweighs the public interest in disclosure. (Gov. Code, §§ 6254, subd. (c); 6255.) To be clear, however, we have not withheld zero-dollar settlements that we can determine are associated with a substantial and well-founded complaint of an equal employment opportunity violation, related retaliation, dishonesty, or misuse of state resources, and are not otherwise exempt from disclosure.

We will notify you by October 18, 2019, whether we have any additional responsive records to produce or are closing your request.

Sincerely,

R. Matthew Wise

R. MATTHEW WISE
Deputy Attorney General

For XAVIER BECERRA
Attorney General

Exhibit D

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

A. PARTIES:

This Settlement Agreement and Release of Claims (the "Agreement") is made between the following parties: Paul Renteria ("Plaintiff") and [REDACTED], [REDACTED] formerly known as [REDACTED], [REDACTED], and [REDACTED], (collectively the "Defendants"). All of the foregoing parties to this Agreement are hereinafter collectively referred to as the "Settling Parties."

B. RECITALS:

This lawsuit entitled *Renteria v. Romo, et al., United States District Court, Central District Case No. CV-17-06390 VAP GJS* (the "Litigation") is a Complaint for violation of civil rights (42 U.S.C. § 1983) and constitutional violations, which resulted from Plaintiff's arrest on June 23, 2015 and subsequent criminal charges arising therefrom (hereinafter the "Incident").

It is the desire of the Settling Parties to fully and finally settle the claims between them arising out of, or related to, the Incident and the Litigation.

C. SETTLEMENT TERMS:

1. **Releases by Plaintiff:** The Plaintiff for himself and his children, parents, guardians, spouses, heirs, representative, insurers, sureties, assigns, agents, attorneys and successors-in-interest do hereby forever release, acquit and discharge Defendants, [REDACTED] and [REDACTED], and each of them, and each of their officers, agents, servants, employees and attorneys of and from any and all claims, warranties, rights, actions, causes of action, suits, damages, demands, agreements, promises, covenants, contracts, liabilities, debts, controversies, costs, attorneys' fees, and expenses of any type whatsoever, whether based on contract, tort, statute or otherwise, whether contingent or fixed, liquidated or unliquidated, asserted or unasserted, that the Plaintiff ever had, or now has, whether known or unknown, arising out of, or in any way related to, the Incident or the Litigation, including without limitation, any claim or cause of action alleged in the Plaintiff's Complaint, Plaintiff's First Amended Complaint, or otherwise (collectively referred to as the "Claims").

2. **Releases by Defendants:** The Defendants for themselves and their children, parents, spouses, heirs, insurers, sureties, assigns, agents, attorneys and successors-in-interest do hereby forever release, acquit and discharge Plaintiff and his attorneys from any and all costs, attorneys' fees and expenses related to the defense of the Litigation, the Plaintiff's Complaint, and Plaintiff's First Amended Complaint (collectively referred to as the "Claims").

3. **Plaintiff's Warranties:** The Plaintiff warrants and represents that he has full authority to prosecute the Claims and enter into a binding release agreement with respect to the Litigation. The Plaintiff will be solely responsible for any liens or outstanding obligations which

exist concerning workers compensation benefits, medical liens, general liens, or attorneys' fees and costs with respect to the Litigation. To the fullest extent allowed by law, Plaintiff agrees to defend and indemnify Defendants and their attorneys from any and all claims filed by any lien holders.

4. **Waiver of Civil Code Section 1542:** The Plaintiff acknowledges and understands that there is a risk that now or subsequent to the execution of this Agreement, he may have Claims released herein which are unknown and unanticipated at the time this Agreement is signed, and that any Claims that are known or should be known may become more serious than he now expects or anticipates. Nevertheless, with respect to the Claims released in Paragraph C.1 above, the Plaintiff hereby expressly waives all rights he may have in such unknown and unexpected consequences or results. Plaintiff understands California Civil Code section 1542 and, with respect to the Claims released in Paragraph C.1 above, expressly waives its provisions, which provide:

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.

It is acknowledged and understood by the Plaintiff that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for. Plaintiff agrees that this release shall be given full force and effect in accordance with each and all of the expressed terms and provisions including those terms and provisions relating to unknown and unsuspected Claims to the same effect as those terms and provisions relating to any other Claims hereinabove specified.

5. **Parties to Bear their Own Costs:** The Settling Parties shall bear as between them their own costs, attorneys fees and other expenses incurred in connection with the Litigation.

6. **Dismissal with Prejudice:** Plaintiff shall immediately provide Defendants with a signed stipulation to dismiss his operative complaint against Defendants with prejudice.

D. GENERAL PROVISIONS AND REPRESENTATIONS:

1. **No Admission of Liability:** It is further agreed and understood that the Defendants deny all allegations of liability, and have agreed to resolve this matter solely for the purpose of compromising and settling matters in dispute. Such compromise and settlement does not constitute an admission by any party of the truth or validity of matters in controversy, nor shall it be construed as such.

2. **No Prior Assignments:** The Plaintiff represents and warrants that he is the owner of the Claims released and that such Claims have not been assigned, transferred, or hypothecated, whether voluntarily or involuntarily, by subrogation, operation of law or otherwise, to any other individual or entity.

3. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the Settling Parties concerning its subject matter and integrates and supersedes all other agreements of any kind relating to the subject matter of this Agreement. Each of the undersigned warrants that no promise or inducement has been offered to him, her or it except as set forth herein; that this Agreement is executed without reliance upon any statement or representation by the parties released, or their representatives, concerning the nature and extent of injuries and/or damages and/or legal liability therefore.

4. **Legal Capacity:** The Settling Parties warrant that they are of legal age, legally competent to execute this Agreement, and have the authority of the party for whom the undersigned is executing this Agreement.

5. **Complete Defense:** This Agreement may be asserted as a complete defense to any Claim that may be brought relating to any released Claims as set forth above.

6. **Enforcement Costs:** If any action in law or in equity, including an action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all of its actual attorneys' fees and litigation costs in prosecuting or defending that action. This shall include, but is not limited to, any proceedings necessary to enforce the indemnity provisions in paragraph C.3 above.

7. **Enforceability:** The Settling Parties agree that this Agreement constitutes a written stipulation within the provisions of California Code of Civil Procedure sections 664.6 and 664.7 and may be enforced pursuant to the terms of that section. The United States District Court will retain jurisdiction to enforce this Agreement pursuant to said California Code of Civil Procedure section 664.6.

8. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the Settling Parties and their respective successors and assigns.

9. **Investigation:** Each of the undersigned further acknowledges that the party for whom the undersigned is executing this Agreement has made such investigation of the facts pertaining to the settlement and this Agreement and all matters pertaining hereto as he, she or it deems necessary and enters into this Agreement with full knowledge of those facts.

10. **Benefit of Counsel:** Each of the undersigned further warrants that he, she or it has read the entire Agreement, understands it and in addition, has received independent legal advice from counsel to the extent he, she or it considers is warranted as to the advisability of executing this Agreement and with respect to all matters contained herein.

11. **Joint Product:** This Agreement is the product of bargained for, arms length negotiations between the Settling Parties and their counsel in good faith and without collusion, and shall not be construed for or against any Settling Party or its representative(s).

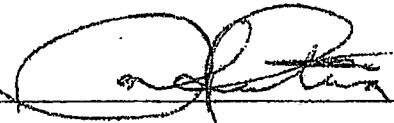
12. **California Law:** This Agreement shall be construed according to the laws of the State of California.

13. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, all of the remaining provisions shall nevertheless continue in full force and effect.

14. **Counter Parts:** This Agreement may be executed in one or more counter parts and, when said counter parts are taken together, shall constitute one original Agreement. Photocopies or facsimile transmissions of this Agreement and the signatures to it may be used with the same force and effect as the originals.

DATE: May 1, 2019

Paul Renteria, Plaintiff

By:  _____

DATE: _____

, Defendant

By: _____

DATE: _____

, Defendant

By: _____

DATE: _____

, Defendant

By: _____

DATE: _____

, Defendant

By: _____

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DATE: May 1, 2019

Paul Renteria, Plaintiff

By: 

DATE: 05/07/2019

, Defendant

By: 

DATE: _____

, Defendant

By: _____

DATE: _____

, Defendant

By: _____

DATE: _____

, Defendant

By: _____

13. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, all of the remaining provisions shall nevertheless continue in full force and effect.

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DATE: May 1, 2019

Paul Renteria, Plaintiff

By: 

DATE: _____

 Defendant

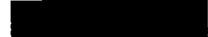
By: _____

DATE: 5/7/19

 Defendant

By: 

DATE: _____

 Defendant

By: _____

DATE: _____

 Defendant

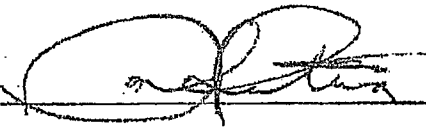
By: _____

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DATE: May 1, 2019

Paul Renteria, Plaintiff

By: 

DATE: _____

 Defendant

By: _____

DATE: _____

 Defendant

By: _____

DATE: May 6, 2019

 Defendant

By: 

DATE: _____

 Defendant


By: _____

13. Severability: If any provision of this Agreement is held to be invalid or unenforceable, all of the remaining provisions shall nevertheless continue in full force and effect.

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DATE: May 1, 2019

Paul Renteria, Plaintiff

By: 

DATE: _____

 Defendant


By: _____

DATE: _____

 Defendant

By: _____

DATE: _____

 Defendant

By: _____

DATE: May 8, 2019

 Defendant

By: 

DATE: 5/7/2019

_____, Defendant

By: _____

DATE: _____

_____, Defendant

By: _____

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS HAS BEEN REVIEWED AND APPROVED FOR FORM AND CONTENT BY COUNSEL FOR THE SETTLING PARTIES.

DATE: 5/6/19

LAW OFFICES OF JERRY L. STEERING

By: _____
Jerry L. Steering, Esq.
Attorney for Plaintiff

DATE: _____

STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE / OFFICE OF THE ATTORNEY GENERAL

By: _____
Iveta Ovsepyan, Esq.
Attorney for Defendants

Page 2 of 2

DATE: _____

_____, Defendant

By: _____

DATE: 5/07/2019

_____, Defendant

By: _____

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DATE: 5/6/19

LAW OFFICES OF JERRY L. STEERING

By: _____

Jerry L. Steering, Esq.
Attorney for Plaintiff

DATE: _____

STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE / OFFICE OF THE ATTORNEY GENERAL

By: _____

Iveta Ovsepyan, Esq.
Attorney for Defendants

DATE: _____

_____, Defendant

By: _____

DATE: _____

_____, Defendant

By: _____

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS HAS BEEN REVIEWED AND APPROVED FOR FORM AND CONTENT BY COUNSEL FOR THE SETTLING PARTIES.

DATE: 5/6/19

LAW OFFICES OF JERRY L. STEERING

By: _____

Jerry L. Steering, Esq.
Attorney for Plaintiff

DATE: _____

STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE / OFFICE OF THE ATTORNEY GENERAL

By: _____

Iveta Ovsepyan, Esq.
Attorney for Defendants