

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Settlement and Release**”) is between Claimant YOVANI LARIOS (“Claimant”), an individual, and the County of Fresno, a political subdivision of the State of California (“County” or “the County”).

Recitals

A. On July 27, 2021, Claimant alleges he was driving northbound near 12056 Elm Ave. with two separate vehicles owned or controlled by the Fresno County Sheriff’s Department and driven by Fresno County Sheriff’s deputies were driving behind him. Claimant slowed down to make a lawful right hand turn into a driveway, but the County vehicles did not adjust their speed in time to accommodate Claimant’s turn. The second County vehicle rear-ended the first, and the first rear-ended Claimant, causing damages to his vehicle and injuries to his person. (Hereafter, the “Incident.”)

B. Claimant, through his legal counsel, presented a claim to the County for recovery of monetary sums related to his alleged injuries received in the Incident.

C. Having met and conferred with Claimant and his legal counsel regarding said claims and allegations, County and Claimant have agreed to resolve said claims as further set forth herein.

D. Claimant, through his legal counsel, and the County reached an agreement in principle to settle any and all legal claims arising from the Incident.

E. Attorneys for the County sought and obtained authority from the County Board of Supervisors to prepare a settlement agreement consistent with the agreement in principle.

F. To avoid the time and expense of potential litigation, the County and Claimant wish to compromise and settle all existing and potentially existing legal and equitable claims between them in any way related to the Incident as further set forth herein.

NOW THEREFORE, in consideration of the execution of this Settlement and Release, the promises made herein, and the considerations exchanged pursuant to this Settlement and Release, the Parties agree as follows:

Claimant’s Representations and Promises

1. Claimant agrees to (a) waive all claims for damages, financial loss, liabilities, costs of suit and attorney fees, or equitable relief related to the Incident, against the County, including the County’s agents, employees, directors, Board of Supervisors, attorneys, departments, sub-divisions, affiliates, insurance companies, successors in interest, and all others persons and related entities, whether in their individual capacity or otherwise (“Released Parties”); and (b) to release all existing

known or unknown claims and liabilities related to the Incident, against the Released Parties.

2. Claimant acknowledges that he has received, and may in the future receive, certain medical care, services, and supplies related to the Incident. Claimant further acknowledges that the Settlement Sum provided by the County in accordance with this Settlement and Release includes compensation for, and full settlement and release from, any and all financial obligations Claimant has incurred, or may in the future incur, related to the Incident. This includes any liens, encumbrances or other liabilities Claimant has incurred, or may incur, related to the Incident, whether or not actually known to him. Claimant retains full legal and financial responsibility for any such obligations.

3. Claimant acknowledges and agrees that payments to all medical providers, insurers, governmental or other entities or their assignees, for any and all medical care, services, and supplies, are the sole responsibility of Claimant. Claimant further acknowledges that the County has not made any representation relied upon by Claimant regarding the actual amount of Claimant's indebtedness to such medical providers, insurers, or other entities, if any.

4. Claimant agrees to defend, indemnify, hold harmless, the County for: any loss or liability to any person, insurer, medical provider, any worker's compensation carrier, any attorney, or any governmental agency including, but not limited to Medicare/Medicaid, Medi-Cal, Social Security, and Employment Development Department of the State of California, any or all of which may seek reimbursement or payment of damages paid to, or on behalf of Claimant, arising from or related to the Incident.

5. Claimant represents he has carefully read this Settlement and Release, understands its contents, and signs it freely and voluntarily.

6. Claimant agrees never to commence, prosecute, or cause to be commenced or prosecuted, any motions, appeals, or actions against the Released Parties, based upon any acts, omissions, claims, demands, liens, causes of action, obligations, damages or liabilities, arising from or related to the Incident or this Settlement and Release.

County's Representations and Promises

7. The County shall pay or cause to be paid to Claimant, by and through his counsel of record, Evan Ghaffari of Southwest Legal Group, the total of sum of Fifty-Thousand Four-Hundred Dollars (\$50,400.00) ("**Settlement Sum**"), as full and final settlement of any and all claims against the Released Parties, arising from or related to the Incident.

8. Claimant is responsible for any and all tax liability, if any, whether federal, state, or local, which results from the County's payment of the Settlement Sum to Claimant.

Release

9. Claimant for himself, his heirs, issues, executors, administrators, relatives, guardians, successors, assigns, representatives, and agents, **releases and forever discharges** the Released Parties from any and all claims including claims for personal

injury, demands, actions, causes of action, and all liability arising from or related to the Incident.

10. This is a full, final, and complete release of any and all claims, liabilities, liens, demands, lawsuits, actions, or causes of action which may have been brought by Claimant against the Released Parties, arising from or related to the Incident.

11. It is the intent of the parties that this Settlement and Release serves to forever resolve any and all disputes arising from or related to the Incident, pertaining to Claimant and the Released Parties, and to fully, finally, and forever settle, discharge and release all claims, debts, liabilities, liens, demands, damages, obligations, costs, expenses, attorneys' fees, rights of action, and causes of action, arising from or related to the Incident. Accordingly, Claimant relinquishes all rights and benefits which he may have, or had under California Civil Code section 1542, arising from or related to the Incident. California Civil Code section 1542 states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or his favor at the time of executing the release and that, if known by him or her, would have materially affected his or his settlement with the debtor or released party.”

12. Claimant acknowledges that he may hereafter discover facts different from, or in addition to those he knows or believes to be true, with respect to the released claims, or may incur or suffer personal or bodily injury, loss, death, damages, or indebtedness, which may have been caused by, be or related to, the Incident, and agree that this Settlement and Release shall be and remain in full force and effect in all respects, notwithstanding such different or additional facts, or in the event such circumstances arise.

13. Claimant acknowledges the possibility that presently unknown injuries and damages may develop into more serious conditions that presently exist and the possibility that he may have sustained injuries and damages as a result of the Incident that are not yet known or anticipated. Claimant wishes, however, in consideration of payment of the Settlement Sum and consideration of receiving payment of the Settlement Sum now rather than at some indefinite time in the future, to risk the possibility of any and all such future injuries and damages arising from the Incident and, therefore, enters into this Settlement and Release.

14. The extent of the injuries and damages sustained by Claimant is unknown. Claimant relies wholly on his own judgment and the judgment of his relatives, guardians, representatives, and attorneys as to the extent of these injuries and damages and have not been influenced by, nor have they relied on any representation made by the County or any of the Released Parties.

Miscellaneous

15. This Settlement and Release is a compromise settlement of a disputed claim, and the payment of the Settlement Sum under this Settlement and Release shall not be deemed to be, nor construed as, an admission of liability for any purpose by the County or any of the Released Parties. The County denies any such liability.

16. The parties agree to refrain from initiating oral or written statements or comments, and from responding to inquiries from third parties, including press, regarding the Incident, party negotiations, and/or the terms of this settlement agreement, except to confirm the terms of this agreement, or as may be required by law, including but not limited to the Ralph M. Brown Act and the California Public Records Act.

17. The parties intend that this Settlement and Release be admissible pursuant to Evidence Code section 1123, that it be enforceable pursuant to California Code of Civil Procedure section 664.6 and that the Court reserve all proper and required jurisdiction necessary for said enforcement, and that it be a fully binding agreement.

18. This Settlement and Release contains the entire agreement between Claimant and the County and cannot be modified except by written agreement executed by all parties to this Settlement and Release. This Settlement and Release embodies the entire agreement and understanding that exists between the parties with respect to the matters referred to in this Settlement and Release, and supersedes all prior and contemporaneous agreements, representations, and undertakings.

19. Claimant and the County agree that this Settlement and Release may be executed by electronic signature as provided in this paragraph.

a. An "electronic signature" means any symbol or process intended by the individual signing this Settlement and Release to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.

b. Each electronic signature affixed or attached to this Settlement and Release (1) is deemed equivalent to a valid original handwritten signature of the person signing this Settlement and Release for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraph (1) through (5), and agrees that each other party may rely upon that representation.

e. This Settlement and Release is not condition upon the parties conducting the transactions under it by electronic means and either party may sign this Settlement and Release with an original handwritten signature.

20. This Settlement and Release may be signed in counterparts, each of which is an original, and all of which together constitute this Settlement and Release.

21. If any term of this Settlement and Release (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, this Settlement and Release shall be construed as not containing that term, and the remainder of this Settlement and Release shall remain in full force and effect; except that this section shall not be applied to the extent that it would result in a frustration of the parties' intent under this Settlement and Release. The parties shall use

their best efforts to cure any inadequacies or deficiencies identified by a court of competent jurisdiction in a manner consistent with the express and implied intent of this Settlement and Release and then to adopt or re-enact such part of this Settlement and Release as necessary or desirable to permit implementation of this Settlement and Release.

22. Except as may otherwise be set forth herein, each party shall bear their own costs and attorneys' fees and no party shall be deemed a prevailing party.

23. Each party has had an opportunity to review this Settlement and Release, confer with legal counsel regarding the meaning of this Settlement and Release, and negotiate revisions to this Settlement and Release. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Settlement and Release.

24. This Settlement and Release shall be governed by the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Settlement and Release shall be filed and heard in the Superior Court of California, County of Fresno.

25. The parties agree to cooperate fully in good faith and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the terms and intent of this Settlement and Release.

[continued below . . .]

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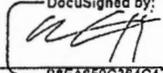
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Representation and Declaration by Claimant's Attorney

I, Evan Ghaffari, am an attorney at law, licensed to practice law in the State of California, and am the attorney of record for Claimant YOVANI LARIOS. I represent and declare that I have fully read, considered, and explained the foregoing Settlement and Release to Claimant, including exhibits and attachments, and he in turn acknowledged to me an understanding of said Settlement and Release and related exhibits and attachments and their legal effect, and I have advised him to sign this Settlement and Release.

SOUTHWEST LEGAL GROUP

Dated: February 3, 2023, 2:53:50 PM PST

DocuSigned by:

Evan Ghaffari, Attorney for
Claimant, YOVANI LARIOS

By signing below, the parties agree to be bound by the foregoing Settlement and Release.

Dated February 3, 2023, 4:11:43 PM PST

DocuSigned by:

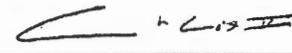
YOVANI LARIOS

For County of Fresno

Dated 2/14, 2023

Approved as to legal form:

DANIEL C. CEDERBORG
County Counsel



By: Cavan M. Cox II, Deputy County Counsel

Dated 23 March, 2023

COUNTY OF FRESNO


By: SAL QUINTERO, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Alexandra Vieira

For Accounting Use Only
Org No.: 89250100
Account No.: 7100
Fund No.: 1060
Subclass No.: 10000