

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Settlement and Release**”) is between Plaintiff MARIA C. CRUZ (“**Plaintiff**”) and Defendants JOHN DAVID WAGES, and the COUNTY OF FRESNO, a political subdivision of the State of California (“**Defendants**”).

Recitals

A. The parties developed certain disputes concerning an incident alleged to have occurred on May 15, 2018, in which Plaintiff and Defendants were involved in a motor vehicle accident on Herndon Avenue near Golden State Avenue. Plaintiff allegedly sustained personal injuries and incurred certain other expenses (“**Incident**”).

B. In connection with the Incident, the Plaintiff initiated the case of *Maria C. Cruz v. County of Fresno et al. 19CECG01954* in the Superior Court of California, County of Fresno (“**Lawsuit**”).

C. On June 7, 2022, the Lawsuit was set for jury trial on June 19, 2023, and was later rescheduled to June 20, 2023. In an effort to settle the Lawsuit without trial, the parties engaged in settlement discussions and exchanged offers and counter offers both verbally and in writing. On May 30, 2023, Defendants verbally offered to settle the Lawsuit for \$90,000.00. On May 31, 2023, Plaintiff, through her attorney, agreed.

D. To avoid the time, risk, and expense of further litigation, the parties now wish to settle the Lawsuit as provided in this Settlement and Release.

The parties therefore agree as follows:

1. Plaintiff, for herself, her heirs, issues, executors, administrators, relatives, guardians, successors, assigns, representatives, and agents, **hereby releases and forever discharges** the Defendants, including their agents, affiliates, servants, employees, insurance companies, successors in interest, officers, directors, Board of Supervisors, and each of them, attorneys and all other persons and related entities, 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

2. Plaintiff shall **dismiss with prejudice** the Lawsuit against all Defendants. Said dismissal shall be filed after Defendants perform their obligations under paragraph three.

3. Defendants shall pay or cause to be paid to Plaintiff through her counsel of Record, Roger Bonakdar of the Bonakdar Law Firm, the total sum of Ninety Thousand Dollars (\$90,000.00) (“**Settlement Amount**”).

4. The Settlement Amount shall be full and final consideration to satisfy and discharge any and all claims against Defendants, including their agents, affiliates, servants, employees, insurance companies, successors in interest, officers, directors, Board of Supervisors, and each of them, attorneys and all other persons and related

entities, arising from or related to the Incident, and any other providers of medical treatment.

5. The parties intend that this Settlement and Release shall forever resolve any and all legal and equitable disputes arising from or related to the Incident, pertaining to Plaintiff and Defendants. The parties intend that the Settlement and Release shall 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, Plaintiff hereby relinquishes all rights and benefits which she 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 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.”

6. Plaintiff acknowledges and accepts that she may hereafter discover facts different from, or in addition to those she now 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. Plaintiff agrees 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.

7. Plaintiff acknowledges, accepts, and recognizes the possibility that presently unknown injuries and damages may develop into more serious conditions than presently exist and the possibility that she may have sustained injuries and damages as a result of the Incident that are not yet known or anticipated. In consideration of payment of the Settlement Amount, Plaintiff gives up any and all claims to compensation or payment from Defendants for such presently unknown conditions.

8. This Settlement and Release is a compromise settlement of a disputed claim, and the payment of the Settlement Amount under this Settlement and Release shall not be deemed to be, nor construed as, an admission of liability for any purpose by Defendants. Defendants deny any such liability.

9. Plaintiff represents that no Medi-Cal liens have been asserted upon Plaintiff at this time for the Incident. If any Medi-Cal liens are asserted, Plaintiff shall satisfy such lien. By executing this Settlement and Release, Plaintiff **expressly and irrevocably** agrees to indemnify Defendants and defend them from and against any claim for payment or reimbursement of any expenses of any kind or nature whatsoever, which may hereafter be presented to the Plaintiff or her attorney, by any party, including but not limited to any agent or representative of California's Department of Health Care Services, on behalf of any health care program provided, or funded in whole or in part, by Medi-Cal.

10. Plaintiff hereby agrees, for herself, her heirs, executors, administrators and assigns, to defend, indemnify, hold harmless, Defendants, their predecessors, representatives, agents, attorneys, employees, officers, directors, Board of Supervisors, and each of them, for any loss or liability to any person, insurer, employer, medical provider including, but not limited to, any medical provider, including but not limited to

Clovis Community Hospital, California Emergency Room Physicians, Chiropractic Healthcare Center, Dr. Reza Shakeri, Jonathan Caldwell, M.D., MRI Imaging, Everyday Healthcare, Neurological Associates Medical Group, Comprehensive Pain Management, Oracle Anesthesia, Ali Najafi M.D., Samia Ghaffar, M.D., John Juve, CRNA, Chad Warshel, and any other healthcare or medical service 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 the Plaintiff, arising from or related to the Incident.

11. Plaintiff acknowledges and agrees that she has received certain medical care, services, and supplies that she claims arise out of the Incident. Plaintiff acknowledges and agrees that payments to all such medical providers, insurers or other entities or government agencies, or their assignees, including, but not limited to, Clovis Community Hospital, California Emergency Room Physicians, Chiropractic Healthcare Center, Dr. Reza Shakeri, Jonathan Caldwell, M.D., MRI Imaging, Everyday Healthcare, Neurological Associates Medical Group, Comprehensive Pain Management, Oracle Anesthesia, Ali Najafi M.D., Samia Ghaffar, M.D., John Juve, CRNO, Chad Warshel, and any other healthcare or medical service provider, is the sole responsibility of Plaintiff. Plaintiff further acknowledges that neither Defendants nor any representative on their behalf has made any representation relied upon by Plaintiff regarding the actual amount of Plaintiff's indebtedness to such medical providers, insurance carries, or other entities or government agencies, if any.

12. Each party shall bear its own costs and attorneys' fees.

13. Plaintiff has read this Settlement and Release, understands its contents, and signs it freely and voluntarily.

14. Plaintiff hereby represents that her attorney is authorized to enter a dismissal with prejudice as to the entire action encompassed by the Lawsuit, including the each of the Defendants, in the matter of *Maria C. Cruz v. County of Fresno et al.* 19CECG10954, Superior Court of California, County of Fresno. Plaintiff shall never commence, prosecute, or cause to be commenced or prosecuted, any motions, appeals, or actions against any Defendant arising from or related to the Incident.

15. This Settlement and Release shall be a binding agreement, admissible pursuant to Evidence Code section 1123, and enforceable pursuant to California Code of Civil Procedure section 664.6.

16. This Settlement and Release contains the entire agreement between the parties 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.

17. This Settlement and Release may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Signatures provided by facsimile or Portable Document Format (PDF) shall have the same force and effect as original signatures.

18. 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.


19. 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.

20. 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.

21. Plaintiff agrees 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.

Representation and Declaration by Plaintiff's Attorney

I, Roger Bonakdar, am an attorney at law, licensed to practice law in the State of California, and am the attorney of record for Plaintiff Maria C. Cruz in the matter of *Maria C. Cruz v. County of Fresno et al.*, Superior Court of California, County of Fresno, Case No. 19CECG10954. I hereby represent that I have fully explained the foregoing Settlement and Release to Plaintiff, and Plaintiff in turn acknowledged to me an understanding of said Settlement and Release and its legal effect, and I have advised her to sign this Settlement and Release.

Dated: 6-28-20 By: 
Attorney for
Plaintiff Maria C. Cruz

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

For the Plaintiff:

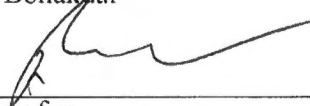
Dated: 6-28-23



Maria C. Cruz, Plaintiff

Dated: 6-28-23

Roger Bonakdar

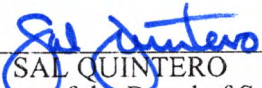
By: 

Attorney for
Plaintiff Maria C. Cruz

For the County of Fresno and John David Wages:

Dated 7-18, 2023

COUNTY OF FRESNO



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

ATTEST:

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

By: 

Deputy

FOR ACCOUNTING PURPOSES ONLY

Org No.: 89250100
Account No.: 7100
Fund No.: 1060
Subclass No.: 10000