

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (the "Settlement Agreement") is made effective (the "Effective Date"), by and between Verizon California Inc. ("Verizon California"), Verizon Communications Inc. ("Verizon Communications"), California State Board of Equalization ("SBE"), and the Counties of Calaveras, Fresno, Humboldt, Imperial, Inyo, Kern, Kings, Los Angeles, Madera, Marin, Mendocino, Merced, Mono, Monterey, Nevada, Orange, Placer, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Sonoma, Stanislaus, Sutter, Trinity, Tulare, Ventura, and Yolo (collectively, the "County Defendants"). Each entity listed in this paragraph is referred to herein separately as "Party," and are referred to herein collectively as the "Parties." There are no other parties to this Settlement Agreement.

WHEREAS, a dispute has arisen between the Parties arising from SBE's valuation of Verizon California's unitary property in tax years 2007 through 2014 (the "Dispute");

WHEREAS, Verizon California filed eight suits against SBE and the County Defendants (not all of whom are sued in each year) in the Sacramento Superior Court, Case Nos. 34-2011-00116029-CU-MC-GDS (2007 tax year), 34-2013-00138191 (consolidated 2008 and 2009 tax years); 34-2014-00171512 (2010 tax year); 34-2015-00175631 (2011 tax year); 34-2015-00175609 (2012 tax year); 34-2015-00175621 (2013 tax year); 34-2015-00175627 (2014 tax year) (all cases consolidated on July 6, 2015, under case number 34-2011-00116029) (the "Action");

WHEREAS, on December 16, 2015, the Court granted summary adjudication in favor of the Defendants on tax years 2008-2012 (case numbers 34-2013-00138191; 34-2014-00171512; 34-2015-00175631; and 34-2015-00175609);

WHEREAS, on March 22, 2016, a bench trial commenced on tax years 2007, 2013, and 2014;

WHEREAS the Parties wish to resolve their disputes as to tax years 2007, 2013, and 2014, including all claims that were brought or could have been brought by Verizon California relating to the Dispute and/or the Action as to those years without prejudice to Verizon California's right to appeal the Court's December 16, 2015 summary adjudication order regarding tax years 2008 through 2012;

WHEREAS, Verizon California's corporate parent, Verizon Communications, no longer owns Verizon California, but continues to own the following state-assessed companies: Los Angeles SMSA Ltd. Partnership, Fresno MSA Limited Partnership, Cellco Partnership, California RSA #4 partnership (all doing business as Verizon Wireless), MCI Communications Services, Inc., MCI Metro Access Transmission

Services, Inc., Verizon Select Services, Inc., and Verizon Online, LLC (collectively, the "Verizon Affiliates").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Tax Credit to Verizon Affiliates

Following execution of this Settlement Agreement, SBE shall cause the 2016 Board Roll of State Assessed Property for some or all of the Verizon Affiliates to be adjusted such that their 2016 tax burden is reduced by a total amount of \$8,000,000. SBE shall implement this adjustment in the ordinary course of business subsequent to its adoption of an initial 2016 Roll reflecting the unadjusted values of the Verizon Affiliates. Specifically, SBE shall cause a roll change to be issued pursuant to its authority under Revenue and Taxation Code Sections 744 and 864 that will reduce the value of the state assessed property of the Verizon Affiliates in the various Defendant Counties by the amounts specified in Exhibit A for each county, resulting in a reduction of total tax due of \$8,000,000, which amount shall not be increased pursuant to Revenue and Taxation Code section 744(c).

SBE represents and warrants that under Revenue and Taxation Code Section 744 (a) SBE has the authority to determine and implement this valuation adjustment without the approval of the Board of Supervisors of any County Defendant and (b) SBE has the authority to enter in this Settlement Agreement on behalf of any County Defendant that does not sign the Settlement Agreement. SBE further agrees to indemnify and hold harmless Verizon California and Verizon Communications from any claim brought by a County Defendant regarding this valuation adjustment.

Verizon Communications represents and warrants that the Verizon Affiliates have no objection to being third party beneficiaries under this Settlement Agreement for purposes of implementation of the valuation adjustment discussed in this paragraph.

2. Mutual Release

Each Party specifically releases, waives, and forever discharges the other Party, its successors in interest, its past, present and future assigns, officers, directors, board members, current and former employees, agents, subsidiaries, affiliates, and attorneys from any and all claims, demands, judgments, actions, liabilities, liens, indebtedness, audits, assessments, and causes of actions, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, whether civil or administrative in nature, in law or in equity, for or by reason of any matter, cause or thing whatsoever, that were asserted or could have been asserted relating to SBE's assessment of Verizon's unitary property for tax years 2007, 2013, and 2014, excepting only the obligations created by and the representations, warranties and covenants made in this Settlement Agreement. This mutual release explicitly

includes any claim for interest, whether pursuant to Revenue and Taxation Code section 744, subd. (c) or any other basis.

3. Waiver of Rights under California Civil Code Section 1542

It is understood and agreed that this Settlement Agreement is intended to cover and does cover all claims or possible claims related to the SBE's assessment of Verizon California's unitary property for tax years 2007, 2013, and 2014 whether known or unknown, suspected or unsuspected, or hereafter discovered or ascertained, and all rights under Section 1542 of the Civil Code of California ("Section 1542") are hereby expressly waived with respect to those claims. Each Party acknowledges that it is familiar with Section 1542, which 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.

Each Party expressly, knowingly, and intentionally waives and relinquishes any and all rights it has under Section 1542 with respect to Verizon California's unitary property for tax years 2007, 2013, and 2014, as well as under any other similar state or federal statute or common law principle.

4. Dismissal of Action and Entry of Judgment

Within five business days after execution of this Settlement Agreement, the Parties shall file a fully executed stipulation substantially in the form attached hereto as Exhibit B, or in such other form as required for approval by the Court to effectuate the dismissal, dismissing with prejudice the consolidated Action with respect to tax years 2007, 2013 and 2014 [case numbers 34-2011-00116029-CU-MC-GDS, 34-2015-00175621, and 34-2015-00175627], with each Party to bear its own fees and costs, and stipulating to entry of judgment for the Defendants in accordance with the Court's December 16, 2015 order granting summary adjudication for the years 2008-2012. The stipulation for judgment shall be as to the ministerial act of judgment only, and Verizon California shall retain all rights to pursue the 2008-2012 claims summarily adjudicated against it by the Court, including but not limited to all rights to appeal the Court's December 16, 2015 order granting summary adjudication for tax years 2008 through 2012.

5. No Admission of Liability

Each Party acknowledges and agrees that this Settlement Agreement is a compromise of disputed claims, and neither this Settlement Agreement, nor any consideration provided pursuant to this Settlement Agreement, shall be taken or

construed to be an admission or concession by any Party of any kind with respect to any fact, liability, or fault.

6. No Assignment of Claims to Third Parties

Each Party represents and warrants that it has not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or cause of action released hereunder, and further agrees to indemnify the other Party against any liability, loss, damage, cost or expense, including reasonable attorneys' fees arising out of any breach of this representation and warranty. Notwithstanding anything to the contrary contained herein, the sale of Verizon California to Frontier Communications Inc. or its affiliates will not be considered an assignment of claims to third parties.

7. Parties' Costs and Fees

The Parties agree to bear their own costs and attorneys' fees for all matters related to the Action and/or the Dispute with respect to the tax years 2007, 2013, and 2014 and to the negotiation and consummation of this Settlement Agreement.

8. Entire Agreement

This Settlement Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Settlement Agreement. This Settlement Agreement may be modified only by a writing signed by all Parties.

9. Authorization

Each individual signing this Settlement Agreement warrants and represents that he has the full authority and is duly authorized and empowered to execute this Settlement Agreement on behalf of the Party for which he signs. This representation includes a representation by the persons signing on behalf of the public entity Parties that all required public approvals of this Settlement Agreement have been obtained.

10. Governing Law and Forum

The parties agree that this Settlement Agreement shall be construed, interpreted, governed, and applied in accordance with the laws of the State of California, without regard to its rules with respect to conflicts of laws. Any suit hereunder will be brought solely in a Superior Court of California. Each party agrees to subject itself to the personal jurisdiction of such court and shall not contest such jurisdiction or the venue of such court or the convenience of the forum.

11. Severability and Construction

Except as provided herein, if any provision of this Settlement Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be modified or deleted, whichever change is less significant, so as to make the term, condition, or provision valid and enforceable to the fullest extent permitted by law and the remaining provisions shall remain in full force and effect.

This Settlement Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any Party.

12. Binding Effect.

This Settlement Agreement shall be binding on the Parties, their successors in interest, and present and future subsidiaries, assignees or acquirers, including any acquirer of substantially all of the assets of a Party.

IN WITNESS HEREOF, the Parties have caused their duly authorized representatives to execute this Settlement Agreement to be effective as of the Effective Date.

VERIZON CALIFORNIA INC.

By (Sign)

Name (Print)

Title

Date

**CALIFORNIA STATE BOARD OF
EQUALIZATION**

Robert W. Lambert
By (Sign)

ROBERT W. LAMBERT
Name (Print)

ASSISTANT CHIEF COUNSEL
Title

AUGUST 12, 2016
Date

Dated:

COUNTY OF ALPINE

By: _____

Title: _____

Dated:

COUNTY OF CALAVERAS
MEGAN K. STEDTFELD
COUNTY COUNSEL

By: _____
DAVID E. SIRIAS
Assistant County Counsel
Attorneys for COUNTY OF CALAVERAS

Dated:

COUNTY OF DEL NORTE

By: _____

Title: _____

**CALIFORNIA STATE BOARD OF
EQUALIZATION**

By (Sign)

Name (Print)

Title

Date

Dated:

COUNTY OF ALPINE

By:

Title: _____

Dated: *August 9, 2016*

**COUNTY OF CALAVERAS
MEGAN K. STEDTFELD
COUNTY COUNSEL**

By: _____

[Signature]
DAVID E. SIRIAS
Assistant County Counsel
Attorneys for COUNTY OF CALAVERAS

Dated:

COUNTY OF DEL NORTE

By:

Title: _____

Dated: 8.23, 2016

COUNTY OF FRESNO

Ernest Buddy Mendes

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy

By: Ernest Buddy Mendes

Title: Chairman, Board of Supervisors

Dated:

COUNTY OF HUMBOLDT

By: _____
MARK LOVELACE
Chair, Humboldt County Board of Supervisors

Dated:

COUNTY OF IMPERIAL

By: _____

Title: _____

Dated:

COUNTY OF INYO

By: _____

Title: _____

Dated:

COUNTY OF KERN

By: _____
THERESA A. GOLDNER, County Counsel

Dated:

COUNTY OF FRESNO

By: _____

Title: _____

Dated:

COUNTY OF HUMBOLDT

8-11-16

By: 

MARK LOVELACE

Chair, Humboldt County Board of Supervisors

Dated:

COUNTY OF IMPERIAL

By: _____

Title: _____

Dated:

COUNTY OF INYO

By: _____

Title: _____

Dated:

COUNTY OF KERN

By: _____

THERESA A. GOLDNER, County Counsel

Dated:

COUNTY OF FRESNO

By: _____

Title: _____

Dated:

COUNTY OF HUMBOLDT

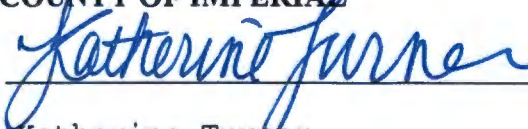
By: _____

MARK LOVELACE

Chair, Humboldt County Board of Supervisors

Dated:

COUNTY OF IMPERIAL



By: Katherine Turner

Title: County Counsel

Dated:

COUNTY OF INYO

By: _____

Title: _____

Dated:

COUNTY OF KERN

By: _____

THERESA A. GOLDNER, County Counsel

Dated:

COUNTY OF FRESNO

By: _____

Title: _____

Dated:

COUNTY OF HUMBOLDT

By: _____

MARK LOVELACE

Chair, Humboldt County Board of Supervisors

Dated:

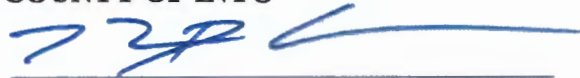
COUNTY OF IMPERIAL

By: _____

Title: _____

Dated:

COUNTY OF INYO



By: _____

Kevin D. Carunchio

Title: _____

Inyo County Administrative Officer

Dated:

COUNTY OF KERN

By: _____

THERESA A. GOLDNER, County Counsel

Dated:

COUNTY OF FRESNO

By: _____

Title: _____

Dated:

COUNTY OF HUMBOLDT

By: _____

MARK LOVELACE

Chair, Humboldt County Board of Supervisors

Dated:

COUNTY OF IMPERIAL

By: _____

Title: _____

Dated:

COUNTY OF INYO

By: _____

Title: _____

Dated:

8/8/16

COUNTY OF KERN

By: _____

Theresa A. Goldner for
THERESA A. GOLDNER, County Counsel

COUNTY OF KINGS

Erik D. Kaeding, Deputy

By (Sign)

County Counsel

Title

Date

Dated:

COUNTY OF LAKE

By: _____

Title: _____

Dated:

COUNTY OF LOS ANGELES

MARY C. WICKHAM

County Counsel

By: _____

ALBERT RAMSEYER

Principal Deputy County Counsel

Attorneys for COUNTY OF LOS ANGELES

MADERA COUNTY

Dated:

Chairman, Board of Supervisors

Attest:

Dated:

Clerk, Board of Supervisors

Approved as to Legal Form:

COUNTY COUNSEL

Dated:

REGINA A. GARZA

COUNTY OF KINGS

Erik D. Kaeding, Deputy

By (Sign)

County Counsel

Title

Date

Dated:

COUNTY OF LAKE

By: _____

Title: _____

Dated:

Aug. 8, 2016

COUNTY OF LOS ANGELES

MARY C. WICKHAM

County Counsel

By: _____

ALBERT RAMSEYER

Principal Deputy County Counsel

Attorneys for COUNTY OF LOS ANGELES

MADERA COUNTY

Dated:

Chairman, Board of Supervisors

Attest:

Dated:

Clerk, Board of Supervisors

Approved as to Legal Form:

COUNTY COUNSEL

Dated:

REGINA A. GARZA

COUNTY OF KINGS

Erik D. Kaeding, Deputy

By (Sign)

County Counsel

Title

Date

Dated:

COUNTY OF LAKE

By:

Title: _____

Dated:

COUNTY OF LOS ANGELES

MARY C. WICKHAM

County Counsel

By: _____

ALBERT RAMSEYER

Principal Deputy County Counsel

Attorneys for COUNTY OF LOS ANGELES

MADERA COUNTY

Dated: 06/07/2016

[Signature]
Chairman, Board of Supervisors

Attest:

Dated: 06/07/2016

[Signature]
Clerk, Board of Supervisors

Approved as to Legal Form:

COUNTY COUNSEL

Dated: 06/07/2016

[Signature]
REGINA A. GARZA



Dated:

COUNTY OF MARIN

Matthew Hymel

By:

Matthew Hymel

Title:

County Administrator

Dated:

COUNTY OF MENDOCINO

KATHARINE L. ELLIOT, County Counsel

By:

BRINA A. LATKIN, Deputy

Dated:

COUNTY OF MERCED

By:

Title:

Dated:

COUNTY OF MONO

STACEY SIMON, Acting County Counsel

By:

STEPHEN M. KERINS, Deputy County Counsel
Attorneys for Defendant COUNTY OF MONO

Dated:

COUNTY OF NEVADA

By:

RICK HAFLEY, County Executive Officer
MARCIA SALTER, Auditor-Controller

Approved as to Form:

Dated:

RHETTA VANDER PLOEG
Deputy County Counsel

Dated:

COUNTY OF MARIN

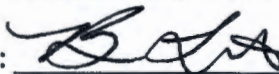
By: _____

Title: _____

Dated: August 12, 2016

COUNTY OF MENDOCINO

KATHARINE L. ELLIOT, County Counsel

By:  _____

BRINA A. LATKIN, Deputy

Dated:

COUNTY OF MERCED

By: _____

Title: _____

Dated:

COUNTY OF MONO

STACEY SIMON, Acting County Counsel

By: _____

STEPHEN M. KERINS, Deputy County Counsel
Attorneys for Defendant COUNTY OF MONO

Dated:

COUNTY OF NEVADA

By: _____

RICK HAFHEY, County Executive Officer
MARCIA SALTER, Auditor-Controller

Approved as to Form:

Dated:

RHETTA VANDER PLOEG
Deputy County Counsel

Dated:

COUNTY OF MARIN

By: _____

Title: _____

Dated:

COUNTY OF MENDOCINO

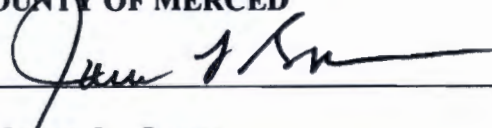
KATHARINE L. ELLIOT, County Counsel

By: _____

BRINA A. LATKIN, Deputy

Dated:

COUNTY OF MERCED



By: James L. Brown

Title: County Executive Officer

Dated:

COUNTY OF MONO

STACEY SIMON, Acting County Counsel

By: _____

STEPHEN M. KERINS, Deputy County Counsel
Attorneys for Defendant COUNTY OF MONO

Dated:

COUNTY OF NEVADA

By: _____

RICK HAFLEY, County Executive Officer
MARCIA SALTER, Auditor-Controller

Approved as to Form:

Dated:

RHETTA VANDER PLOEG
Deputy County Counsel

Dated:

COUNTY OF MARIN

By: _____

Title: _____

Dated:

COUNTY OF MENDOCINO

KATHARINE L. ELLIOT, County Counsel

By: _____

BRINA A. LATKIN, Deputy

Dated:

COUNTY OF MERCED

By: _____

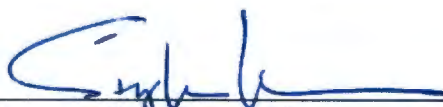
Title: _____

Dated: *August 12, 2016*

COUNTY OF MONO

STACEY SIMON, Acting County Counsel

By: _____


STEPHEN M. KERINS, Deputy County Counsel
Attorneys for Defendant COUNTY OF MONO

Dated:

COUNTY OF NEVADA

By: _____

RICK HAFHEY, County Executive Officer
MARCIA SALTER, Auditor-Controller

Approved as to Form:

Dated:

RHETTA VANDER PLOEG
Deputy County Counsel

Dated:

COUNTY OF MARIN

By: _____

Title: _____

Dated:

COUNTY OF MENDOCINO

KATHARINE L. ELLIOT, County Counsel

By: _____

BRINA A. LATKIN, Deputy

Dated:

COUNTY OF MERCED

By: _____

Title: _____

Dated:

COUNTY OF MONO

STACEY SIMON, Acting County Counsel

By: _____

STEPHEN M. KERINS, Deputy County Counsel
Attorneys for Defendant COUNTY OF MONO

Dated:

COUNTY OF NEVADA

By: _____

Rick Haffey / *Marcia L. Salter*
RICK HAFHEY, County Executive Officer
MARCIA SALTER, Auditor-Controller

Approved as to Form: _____

Dated:

Rheta Vander Ploeg
RHETTA VANDER PLOEG
Deputy County Counsel

Dated: August 8, 2016

COUNTY OF ORANGE
LEON J. PAGE, County Counsel

By: Steven C. Miller
STEVEN C. MILLER, Senior Deputy Counsel
Attorney for Defendant, County of Orange

Dated:

COUNTY OF PLACER

By: _____

Title: _____

Dated:

COUNTY OF RIVERSIDE

By: _____

Title: _____

Dated:

COUNTY OF SACRAMENTO

By: _____

STEVEN PAGE
Manager, Risk and Loss Control Division

Approved as to Form:

Dated:

RICK HEYER
Supervising Deputy County Counsel
County of Sacramento

Dated:

COUNTY OF ORANGE

LEON J. PAGE, County Counsel

By:

STEVEN C. MILLER, Senior Deputy Counsel
Attorney for Defendant, County of Orange

Dated: 8/10/16

COUNTY OF PLACER

Risk Management

By:

Jim Kalk

Title:

Liability Manager

Dated:

COUNTY OF RIVERSIDE

By:

Title:

Dated:

COUNTY OF SACRAMENTO

By:

STEVEN PAGE
Manager, Risk and Loss Control Division

Approved as to Form:

Dated:

RICK HEYER

Supervising Deputy County Counsel
County of Sacramento

Dated:

COUNTY OF ORANGE
LEON J. PAGE, County Counsel

By: _____
STEVEN C. MILLER, Senior Deputy Counsel
Attorney for Defendant, County of Orange

Dated:

COUNTY OF PLACER

By: _____
Title: _____

Dated:

COUNTY OF RIVERSIDE

By: _____
Title: _____

Dated: August 16, 2016

COUNTY OF SACRAMENTO

By: David Villanueva
DAVID VILLANUEVA
Chief Deputy County Executive

Approved as to Form:

Dated: 8-16-16

Rick Heyer
RICK HEYER
Supervising Deputy County Counsel
County of Sacramento

Dated:

COUNTY OF SAN BENITO

By: 
Robert Rivas
Chair, Board of Supervisors

COUNTY OF SAN BERNARDINO

By: _____
GREGORY C. DEVEREAUX
Chief Executive Officer

Date: _____

APPROVED FOR RELEASE:

By: _____
JEAN-RENE BASLE
County Counsel

Date: _____

Dated:

COUNTY OF SAN DIEGO

By: _____
Title: _____

Dated:

COUNTY OF SAN FRANCISCO

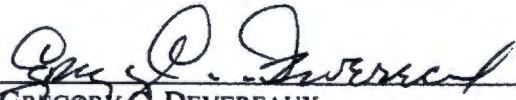
By: _____
Title: _____

Dated:

COUNTY OF SAN BENITO

By: _____
BARBARA THOMPSON
Acting Assistant County Counsel

COUNTY OF SAN BERNARDINO

By: 
GREGORY C. DEVEREAUX
Chief Executive Officer

Date: 8/10/16

APPROVED FOR RELEASE:

By: 
JEAN-RENE BASLE
County Counsel

Date: 8-10-16

Dated:

COUNTY OF SAN DIEGO

By: _____

Title: _____

Dated:

COUNTY OF SAN FRANCISCO

By: _____

Title: _____

Dated:

COUNTY OF SAN BENITO

By: _____

BARBARA THOMPSON
Acting Assistant County Counsel

COUNTY OF SAN BERNARDINO

By: _____

GREGORY C. DEVEREAUX
Chief Executive Officer

Date: _____

APPROVED FOR RELEASE:

By: _____

JEAN-RENE BASLE
County Counsel

Date: _____

Dated:

8/9/16

COUNTY OF SAN DIEGO

Thomas E. Montgomery
County Counsel

By: _____

Walter deLoraine III

Title: _____

Sr. Deputy County Counsel

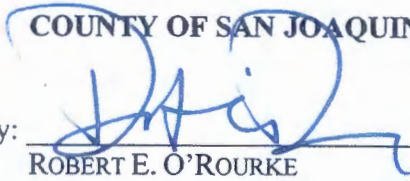
Dated:

COUNTY OF SAN FRANCISCO

By: _____

Title: _____

Dated: 8/11/16

COUNTY OF SAN JOAQUIN
By: 
ROBERT E. O'ROURKE
Deputy County Counsel

Dated:

COUNTY OF SAN LUIS OBISPO
RITA L. NEAL
COUNTY COUNSEL

By: _____
ANN DUGGAN
Deputy County Counsel
Attorneys for COUNTY OF SAN LUIS OBISPO

Dated:

COUNTY OF SANTA BARBARA
MICHAEL GHIZZONI, COUNTY COUNSEL

By: _____
MARIE A. LA SALA
Senior Deputy County Counsel
Attorneys for COUNTY OF SANTA BARBARA

Dated:

COUNTY OF SANTA CLARA

By: _____
JAMES R. WILLIAMS
Acting County Counsel

Dated:

COUNTY OF SANTA CRUZ

By: _____
BRUCE MCPHERSON
Chair, Board of Supervisors

Dated:

COUNTY OF SAN JOAQUIN

By: _____

ROBERT E. O'ROURKE
Deputy County Counsel

Dated: 8/8/14

COUNTY OF SAN LUIS OBISPO

RITA L. NEAL
COUNTY COUNSEL

By: _____

ANN DUGGAN
Deputy County Counsel
Attorneys for COUNTY OF SAN LUIS OBISPO

Dated:

COUNTY OF SANTA BARBARA

MICHAEL GHIZZONI, COUNTY COUNSEL

By: _____

MARIE A. LA SALA
Senior Deputy County Counsel
Attorneys for COUNTY OF SANTA BARBARA

Dated:

COUNTY OF SANTA CLARA

By: _____

JAMES R. WILLIAMS
Acting County Counsel

Dated:

COUNTY OF SANTA CRUZ

By: _____

BRUCE MCPHERSON
Chair, Board of Supervisors

Dated:

COUNTY OF SAN JOAQUIN

By: _____

ROBERT E. O'ROURKE
Deputy County Counsel

Dated:

COUNTY OF SAN LUIS OBISPO

RITA L. NEAL
COUNTY COUNSEL

By: _____

ANN DUGGAN
Deputy County Counsel
Attorneys for COUNTY OF SAN LUIS OBISPO

Dated:

8/11/2016

COUNTY OF SANTA BARBARA

MICHAEL GHIZZONI, COUNTY COUNSEL

By: _____

Marie A. La Sala
MARIE A. LA SALA
Senior Deputy County Counsel
Attorneys for COUNTY OF SANTA BARBARA

Dated:

COUNTY OF SANTA CLARA

By: _____

JAMES R. WILLIAMS
Acting County Counsel

Dated:

COUNTY OF SANTA CRUZ

By: _____

BRUCE MCPHERSON
Chair, Board of Supervisors

Dated:

COUNTY OF SAN JOAQUIN

By: _____

ROBERT E. O'ROURKE
Deputy County Counsel

Dated:

COUNTY OF SAN LUIS OBISPO

RITA L. NEAL
COUNTY COUNSEL

By: _____

ANN DUGGAN
Deputy County Counsel
Attorneys for COUNTY OF SAN LUIS OBISPO

Dated:

COUNTY OF SANTA BARBARA

MICHAEL GHIZZONI, COUNTY COUNSEL

By: _____

MARIE A. LA SALA
Senior Deputy County Counsel
Attorneys for COUNTY OF SANTA BARBARA

Dated:

8/8/16

COUNTY OF SANTA CLARA

By: _____

JAMES R. WILLIAMS
Acting County Counsel

Dated:

COUNTY OF SANTA CRUZ

By: _____

BRUCE MCPHERSON
Chair, Board of Supervisors

Dated:

COUNTY OF SAN JOAQUIN

By: _____

ROBERT E. O'ROURKE
Deputy County Counsel

Dated:

COUNTY OF SAN LUIS OBISPO

RITA L. NEAL
COUNTY COUNSEL

By: _____

ANN DUGGAN
Deputy County Counsel
Attorneys for COUNTY OF SAN LUIS OBISPO

Dated:

COUNTY OF SANTA BARBARA

MICHAEL GHIZZONI, COUNTY COUNSEL

By: _____

MARIE A. LA SALA
Senior Deputy County Counsel
Attorneys for COUNTY OF SANTA BARBARA

Dated:

COUNTY OF SANTA CLARA

By: _____

JAMES R. WILLIAMS
Acting County Counsel

Dated:

8/23/16

COUNTY OF SANTA CRUZ

By: _____

Bruce McPherson
BRUCE MCPHERSON
Chair, Board of Supervisors

Dated:

COUNTY OF SONOMA

By: _____
EFREN CARRILLO, Chair
Board of Supervisors

Dated: 8/12/16

SONOMA COUNTY COUNSEL
Bruce D. Goldstein

By: J. Walker for
JENNIFER C. KLEIN, Deputy County Counsel

Dated:

COUNTY OF STANISLAUS
JOHN P. DOERING, County Counsel

By: _____
DEIRDRE MCGRATH, Deputy
Attorneys for Defendant County of Stanislaus

Dated:

COUNTY OF SUTTER

By: _____

Title: _____

Dated:

COUNTY OF TRINITY

By: _____

Title: _____

Dated:

COUNTY OF TULARE

By: _____

Title: _____

Dated:

COUNTY OF SONOMA

By: _____

EFREN CARRILLO, Chair
Board of Supervisors

Dated:

SONOMA COUNTY COUNSEL
Bruce D. Goldstein

By: _____

JENNIFER C. KLEIN, Deputy County Counsel

Dated:

COUNTY OF STANISLAUS

JOHN P. DOERING, County Counsel

By: _____

Deirdre McGrath
DEIRDRE MCGRATH, Deputy
Attorneys for Defendant County of Stanislaus

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Bruce D. Goldstein

By: _____
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Dated:

COUNTY OF STANISLAUS
JOHN P. DOERING, County Counsel

By: _____
DEIRDRE MCGRATH, Deputy
Attorneys for Defendant County of Stanislaus

Dated:

8/12/2016

COUNTY OF SUTTER

Larry Bagley
By: _____
Larry Bagley
Title: Interim Risk Manager

Dated:

COUNTY OF TRINITY

By: _____
Title: _____

Dated:

COUNTY OF TULARE

By: _____
Title: _____

Dated:

COUNTY OF SONOMA

By: _____
EFREN CARRILLO, Chair
Board of Supervisors

Dated:

SONOMA COUNTY COUNSEL
Bruce D. Goldstein

By: _____
JENNIFER C. KLEIN, Deputy County Counsel

Dated:

COUNTY OF STANISLAUS
JOHN P. DOERING, County Counsel

By: _____
DEIRDRE MCGRATH, Deputy
Attorneys for Defendant County of Stanislaus

Dated:

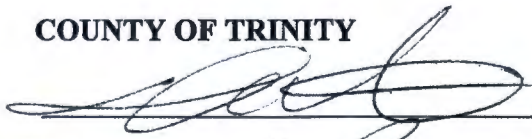
COUNTY OF SUTTER

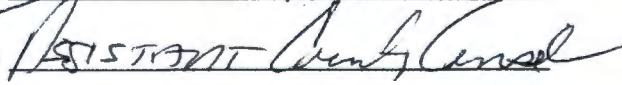
By: _____

Title: _____

Dated:

COUNTY OF TRINITY

By: 
DAVID A. PRENTISS

Title: 
ASSISTANT County Counsel

Dated:

COUNTY OF TULARE

By: _____

Title: _____

Dated:

COUNTY OF SONOMA

By: _____
EFREN CARRILLO, Chair
Board of Supervisors

Dated:

SONOMA COUNTY COUNSEL
Bruce D. Goldstein

By: _____
JENNIFER C. KLEIN, Deputy County Counsel

Dated:

COUNTY OF STANISLAUS
JOHN P. DOERING, County Counsel

By: _____
DEIRDRE MCGRATH, Deputy
Attorneys for Defendant County of Stanislaus

Dated:

COUNTY OF SUTTER

By: _____

Title: _____

Dated:

COUNTY OF TRINITY

By: _____

Title: _____

Dated: 8/8/16

COUNTY OF TULARE

Kevin Stinne / (Deputy)

By: Kevin Stinne

Title: County Counsel

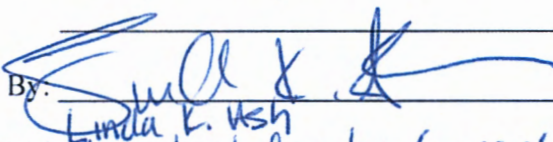
Dated:

8/15/10

COUNTY OF VENTURA

Leroy Smith, County Counsel

By:



Title:

Assistant County Counsel

Dated:

COUNTY OF YOLO

By:

ERIC MAY

Senior Deputy County Counsel

Dated:

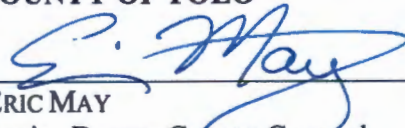
COUNTY OF VENTURA

By: _____

Title: _____

Dated: *August 9, 2016*

COUNTY OF YOLO

By:  _____
ERIC MAY
Senior Deputy County Counsel

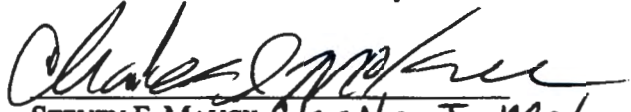
Dated:

COUNTY OF MONTEREY


STEPHEN L. VAGNINI
Assessor-County Clerk-Recorder

Dated:

7-26-16

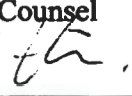

STEVEN F. MAUCK Charles J. McKee
Risk Manager

Charles J. McKee
County Counsel

Dated:

7/26/16

By:


WILLIAM LITT
Deputy County Counsel

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Exhibit A

County	2015 Tax Rate	Share of Settlement	Value Adjustment
Calaveras	1.48700%	\$50.26	\$3,380
Fresno	1.27699%	\$51,293.79	\$4,016,766
Humboldt	1.39300%	\$11,591.54	\$832,128
Imperial	1.41710%	\$6,287.41	\$443,682
Inyo	1.15608%	\$19,479.04	\$1,684,920
Kern	1.39822%	\$76,224.80	\$5,451,571
Kings	1.21484%	\$3,977.94	\$327,446
Los Angeles	1.12741%	\$2,983,795.66	\$264,659,322
Madera	1.14465%	\$27.33	\$2,387
Marin	1.53020%	\$35,682.40	\$2,331,878
Mendocino	1.26200%	\$5,683.54	\$450,360
Merced	1.37930%	\$3,927.26	\$284,728
Mono	1.39623%	\$18,404.05	\$1,318,125
Monterey	1.09422%	\$2,228.83	\$203,692
Nevada	1.04970%	\$656.62	\$62,553
Orange	1.19386%	\$444,229.54	\$37,209,517
Placer	1.53310%	\$4,430.22	\$288,972
Riverside	1.56301%	\$1,696,315.65	\$108,528,778
Sacramento	1.65190%	\$2,076.27	\$125,690
San Benito	1.03542%	\$2.08	\$201
San Bernardino	1.32720%	\$1,474,691.45	\$111,112,979
San Diego	1.47330%	\$648.86	\$44,041
San Joaquin	1.44140%	\$51,821.85	\$3,595,244
San Luis Obispo	1.05288%	\$7,391.64	\$702,040
Santa Barbara	1.20767%	\$379,547.72	\$31,428,099
Santa Clara	2.01397%	\$181,479.94	\$9,011,055
Santa Cruz	1.13539%	\$3,356.27	\$295,605
Sonoma	1.58890%	\$8,989.16	\$565,748
Stanislaus	1.27567%	\$159.08	\$12,470
Sutter	1.11138%	\$511.90	\$46,060
Trinity	1.06390%	\$13,666.64	\$1,284,575
Tulare	1.32190%	\$22,362.10	\$1,691,663
Ventura	1.43197%	\$488,424.72	\$34,108,491
Yolo	1.16610%	\$584.45	\$50,120
Total		\$8,000,000	\$622,174,286