

FULL RELEASE OF ALL CLAIMS

Pacific Gas and Electric Company (“PG&E”) entered into I23101 American Electrical Pole Agreement (PG&E Plan No. 35171509) (the “American Avenue Agreement”) with the County of Fresno (the “County”) on February 23, 2021. The work to be completed under the American Avenue Agreement included, among other things, the relocation of 12 utility poles. On August 21, 2020, PG&E estimated the cost to the County for all such work projected by PG&E at \$80,918.

On June 23, 2023, PG&E sent the County an invoice for \$156,434.90 for the work under the American Avenue Agreement. The County disputed the amount. PG&E engaged Urrabazo Law, P.C. to resolve the dispute and receive payment. Now, in order to resolve the dispute and receive payment, PG&E hereby agrees to the following terms.

PG&E represents, covenants, and warrants to the County that PG&E on behalf of itself and any other party, person, or entity claiming (now or in the future) to be acting through or on behalf of them (collectively the “PG&E Parties”), completed all work under the American Avenue Agreement.

Upon the County issuing payment made out to “Pacific Gas and Electric Company and Urrabazo Law, P.C.” in the sum of EIGHTY THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$80,918.00) the PG&E Parties, for all of PG&E Parties’ work under the American Avenue Agreement, PG&E does hereby release, acquit and discharge the County and its officers, directors, employees, and agents (collectively, the “County Parties”) from any and all claims for amounts owed relating to the American Avenue Agreement. Further, in consideration of the above payment, the PG&E Parties also agree:

1. That this release covers and includes all claims that can or may ever be asserted by PG&E Parties against the County Parties because of or related to amounts owed by the County under the American Avenue Agreement, including but not limited to compensatory damages, interest, costs of suit, or other relief.
2. That this release constitutes a waiver by PG&E Parties of all their rights against the County Parties under Section 1542 of the Civil Code of California, which provides as follows: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**
3. That the PG&E Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true with respect to the subject matter of the released claims, but the PG&E Parties shall expressly have, fully, finally and forever settled, released, relinquished, and discharged any and all released claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts.

4. That PG&E Parties shall have covenanted not to sue the County Parties with respect to all such released claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such released claims against the County Parties.
5. That PG&E shall be responsible for all taxes and deductions applicable to the payment identified above.
6. That the undersigned has all requisite power, authority, and authorizations to enter and carry out the terms of this release.
7. That this release constitutes the entire release by PG&E Parties with respect to the American Avenue Agreement.

THE UNDERSIGNED has carefully read this release, and the waiver of the code section recited herein and fully understands all the same and signs it freely and without reservation. Wherefore, this release is executed on this 11th day of ~~January~~^{February} 2025.

SIGNATURES OF THE PARTIES

PACIFIC GAS AND & ELECTRIC

BY: _____



PRINT NAME: Elliott Seals

ITS: _____

FRESNO COUNTY BOARD OF
SUPERVISORS

BY: _____



Buddy Mendes, Chair, Fresno County Board of Supervisors

Attest:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

BY: _____



Deputy