

**AGREEMENT TO DEFEND PUBLIC OFFICER OR EMPLOYEE, RESERVATION OF RIGHTS  
AND NON-WAIVER**

1           WHEREAS, the undersigned public officer or employee is a party defendant in the  
2 following action:

3           NAME OF CASE: Jane Doe vs. County of Fresno, et al.,

4                           ACTION NO: 25CECG01381

COURT: Fresno County Superior  
Court

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6           WHEREAS, the undersigned officer or employee claims that the said action  
7 referenced above arose out of acts or omissions which, if they occurred at all, occurred within  
8 the course and scope of the officer's or employee's employment with the County of Fresno or of  
9 a Judicial District thereof and were not the result of fraud, corruption or malice; and

10           WHEREAS, the undersigned officer or employee has requested that the County of  
11 Fresno undertake his/her defense in said action pursuant to Article 4 (commencing with section  
12 825), Chapter 1, Part 2, Division 2.6 of Title 1 of the Government Code and said County is  
13 willing to conduct said defense subject to a reservation of its rights/non-waiver agreement to the  
14 full extent permitted in said provision of the Government Code.

15           The County and the undersigned public officer or employee therefore agree as  
16 follows:

17           1.     Under this Agreement to Defend Public Officer or Employee, Reservation of  
18 Rights, and Non-Waiver ("Agreement"), the County of Fresno will undertake your defense in the  
19 action identified above for:

- 20                     • Ordinary negligence which occurred within the course and scope of your  
21                     employment.

22           2.     The following matters are NOT COVERED by the County of Fresno under this  
23 Agreement:

- 24                     • Any actions outside the course and scope of your employment.
- 25                     • Any actions within the course and scope of your employment that were/are  
26                     reckless, grossly negligent, willful, wanton, fraudulent, oppressive,  
27                     malicious, arbitrary or capricious.
- 28                     • Punitive damages (which are not currently alleged in this case)

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1           3. Pursuant to this Agreement, the County of Fresno may take the following actions if  
2 the facts of this case warrant:

- 3           A. Seek a declaration of rights and duties regarding its defense and/or  
4 indemnity obligations;
- 5           B. Withdraw our defense and seek reimbursement for defense fees incurred in  
6 defending claims with no potential for coverage;
- 7           C. Seek reimbursement for any judgement or settlement paid by County of  
8 Fresno on the ground that the sums were not paid in connection with  
9 covered claims;
- 10          D. The right to have separate verdict form at trial for non-covered claims;
- 11          E. The right to amend this agreement at a later time.

12           *Please bear in mind that the County of Fresno is not in any way asserting the*  
13 *allegations against you have merit. The County of Fresno is simply stating that the*  
14 *claims, or a portion of them, may not be covered.*

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16           4. PLEASE NOTE: The Public Officer or Employee signing this document has the  
17 right to seek advice of outside counsel/independent counsel at any time.

18           I, **Jhoe Ajayi** have read the above information and have had an opportunity to ask  
19 questions. I am requesting that the County of Fresno undertake my defense in the above-  
20 entitled action subject to a RESERVATION OF RIGHTS. I understand that I have the continuing  
21 right to seek advice of outside/independent counsel at any time and will advise the County of  
22 Fresno as soon as possible should I want to do so.

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