

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release of All Claims (the "Agreement") is made and entered into by and between Claimants [REDACTED] and Respondent PALO ALTO UNIFIED SCHOOL DISTRICT ("Respondent" or "District") (hereinafter referred to collectively as "the Parties.")

### RECITALS

This Agreement is entered into with reference to the following facts:

- A. A dispute has arisen between Claimants and Defendant.
- B. Claimant [REDACTED] alleges that Respondent [REDACTED] failed to comply with Title IX requirements.
- C. Respondent denies all claims or allegations of wrongdoing asserted against it by Claimants.
- D. In order to avoid the substantial expense and inconvenience of further litigation, the Parties now desire to finally settle all claims asserted in, as well as all issues that were raised or could have been raised in a potential Complaint, on the terms set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the Parties hereto agree as follows:

1. **Consideration.** Subject to the terms and conditions of this Agreement, the Parties agree to settle this matter for the sum of One Hundred Ninety Thousand Dollars and 00/100s (\$190,000.00) payable to Claimant [REDACTED] by or on behalf of Respondent PALO ALTO UNIFIED SCHOOL DISTRICT within 30 days of the full execution of this Agreement. Respondent agrees to hold a meeting with Claimant [REDACTED] and representatives from the Palo Alto Unified School District (including Megan Farrell and Todd Collins) to discuss the District's conduct and steps taken to improve similar processes going forward either before, or within 30 days of, the execution of this Agreement.
2. **Mutual Release of All Claims.** The Parties unconditionally, irrevocably, and absolutely release and discharge each other, as well as any other present or former

employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the Parties, from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that the Parties may now or hereafter have against each other arising from incidents or events alleged or related thereto (hereafter collectively, "Released Claims").

3. **Unknown Facts or Claims.** It is the Parties' intent that this Agreement shall apply to all claims of Claimants against the District Releasees, whether known, unknown, or unanticipated. Furthermore, the general release of the District Releasees provided above shall remain in effect as a full and complete release, notwithstanding the existence or subsequent discovery of any presently unknown, different or additional facts or claims as to the Respondent or Claimants. The Parties expressly waive any rights and benefits they may have under California Civil Code section 1542 (or any other statute or legal doctrine or precedent similar to California Civil Code section 1542), which provides:

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.

4. **Compromise/Not an Admission.** This Agreement affects the compromise and settlement of disputed and contested claims, and nothing contained herein shall ever be construed as an admission by any party hereto of any liability of any kind to any other party. Respondent expressly denies all allegations of wrongdoing asserted against it and intend merely to avoid litigation and expense by entering into this Agreement.
5. **Condition Precedent – Approval by the Board of the DISTRICT'S Joint Powers Authority.** CLAIMANTS understand and agree that this settlement is contingent upon approval by the board of the DISTRICT'S joint powers authority, pursuant to its discretionary authority.
6. **Independent Advice of Counsel.** The Parties respectively represent and certify that they have each secured independent legal advice and consultation in connection with this Agreement and any rights they may be relinquishing hereby and that they have not relied upon any representations or statements made by any other party or by any other party's counsel or representatives in executing this Agreement other than as stated herein expressly. Claimants acknowledge that Respondent has made no representations regarding the tax treatment of the payment described in paragraph 1 above and that Claimants are solely responsible for the tax

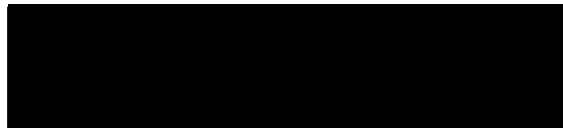
consequences of such payment.

7. **Voluntary Agreement**. The Parties respectively represent and certify that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.
8. **Voluntary Execution**. The Parties respectively represent and certify that they have carefully read the general release provided above, know the contents thereof, and sign their names as their own free act.
9. **Benefit and Burden**. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, representatives, successors, and assigns.
10. **Non-Assignment**. The Parties represent, warrant, and certify that there has been no transfer or assignment, or attempted transfer or assignment, of any right, title, or interest in or to any claim, action, or cause of action that is being released and discharged pursuant to the general release provided above.
11. **Attorneys' Fees and Costs**. The parties hereby agree that each party is to bear their own costs and attorneys' fees.
12. **Entire Agreement**. All agreements, covenants, representations and warranties, expressed and implied, oral and written, of the Parties concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party thereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This is an integrated Agreement. The terms of this Agreement may not be modified except by written instrument duly signed by all Parties.
13. **Waiver and Amendment**. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.
14. **Construction**. Each party hereto and his, her, or its respective counsel or representatives have had an opportunity to review and revise this Agreement and agree that the normal rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

15. **Captions** Paragraphs, titles, or captions contained in this Agreement are used for convenience or reference only and are not intended to and shall not in any way enlarge, define, limit, extend or describe the rights or obligations of the parties or affect the meaning or construction of this Agreement or any provision hereof.
16. **Provisions Severable**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provisions of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the unaffected persons or circumstances, shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
17. **Counterparts**. This Agreement shall be executed in counterparts, each of which shall be deemed an original. Such counterparts, when taken together, shall constitute but one Agreement. Facsimile and PDF signatures shall be binding and effective and shall have the same force and effect as original signatures.
18. **Warranty of Authority**. Each signatory to this Agreement expressly warrants to the other parties that he, she or it has the authority to compromise and settle the claims at issue in the action and to execute this Agreement on behalf of the party or parties to be bound by his, her, or its signature, and on behalf of each and every principal or other owner of a legal, equitable, or beneficial interest in such party or parties. Each signatory agrees that he, she, or it will indemnify the other parties to this Agreement from any loss or damage resulting from a breach of this warranty of authority.
19. **Governing Law**. This Agreement shall be governed by the laws of the State of California applicable to agreements made, and to be performed, therein and without resort to that State's conflict of law provisions or rules. The Parties agree that the forum for any action arising out of or relating to this Agreement shall be Santa Clara County Superior Court, and hereby consent to the jurisdiction of the Court.

**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A MUTUAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

DATED: 12/12/18

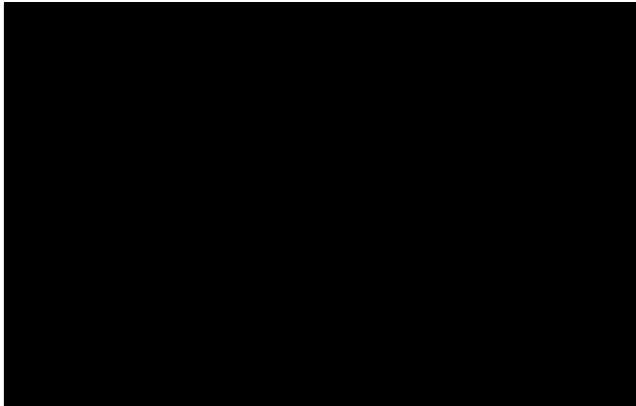


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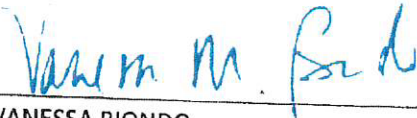
PALO ALTO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
JIM NOVAK, Assistant Superintendent

**APPROVED AS TO FORM AND SUBSTANCE:**

DATED:

PIERCE BAINBRIDGE BECK PRICE &  
HECHT LLP

  
\_\_\_\_\_  
VANESSA BIONDO  
Attorneys for Claimants

DATED:

DAVIS & YOUNG, APLC

\_\_\_\_\_  
MARK E. DAVIS,  
Attorneys for Respondent  
Palo Alto Unified School District

