
SETTLEMENT AGREEMENT

WHEREAS, on or about December 17, 2009, Gina Nastasi (hereafter "Nastasi") filed and served a Complaint in the Superior Court of California, County of Orange, Case No. 30-2009 328738. Defendants removed the case to the United States District Court, Central District of California, on June 11, 2010. The matter was assigned Case No. SACV10-835 AG(MLGx), and entitled *KARI BODE and GINA NASTASI v. CITY OF FULLERTON; OFFICER ALBERT RINCON; OFFICER CHRISTOPHER WREN; and DOES 1 to 100, inclusive*, with all Defendants having timely appeared;

WHEREAS, said lawsuit arises out of and includes all known allegations against all Defendants which did or could have arisen out of contact between Nastasi and members of the Fullerton Police Department including, but not limited to, the arrest by Officers Albert Rincon and Christopher Wren, in or prior to November, 2008, in the City of Fullerton;

WHEREAS, Nastasi, the City of Fullerton, Albert Rincon and Christopher Wren (hereafter collectively referenced as "City") without any admission of liability, are desirous of resolving all of their differences and settling all of the claims set forth herein,

IT IS THEREFORE AGREED TO AND BY THE PARTIES RECITED HEREIN AND APPROVED BY THEIR RESPECTIVE COUNSEL THAT:

1. Nastasi, City, and each of them, agree to waive any and all rights to attorney's fees and costs arising out of or related directly to any of the claims settled by way of this Settlement Agreement.

2. City shall pay a total sum of One Hundred Fifty Thousand Dollars (\$150,000), on behalf of all Fullerton parties to Nastasi and her attorneys upon execution of this Settlement Agreement. Said amount shall be inclusive of all damages, past, present and future, inclusive of costs, expenses, medical bills, attorney's fees and liens. Nastasi and her attorneys shall promptly prepare and file all papers necessary to secure a dismissal with prejudice of this entire action referenced above as against all Defendants. Nastasi and her attorneys shall also return all documents released pursuant to the Protective Order between the parties, except for any documents previously filed with the court, and continue to abide by the terms of that Order.

3. Nastasi further represents that there are no known medical or other liens, including but not limited to Medicare, Medical, SSDI, currently filed and that no notice has been received regarding any such liens or responsibilities. Nastasi expressly accepts full responsibility for any and all current and anticipated or future medical bills, costs, expenses and/or liens and acknowledges that any such costs, expenses and liens shall be against the funds paid as a part of this Settlement Agreement with no additional funds promised or forthcoming from the City. Nastasi fully releases the City from any current or future liens arising out of this matter.

4. Each of the undersigned parties to this Agreement does hereby forever release and discharge each other party to this Agreement and any of their past and present agents, servants, attorneys, employers and employees from any and all actions, causes of actions, obligations, costs, attorney's fees, and each of them, and each and every agent, employer, employee, and their representative thereof, from any and all actions, causes of action, obligations, costs, attorney's fees, damages, losses, claims, liabilities and demands of whatever character arising out of any act occurring prior to the full execution of this agreement, and any and all causes of action or claims of

whatever character and all matters alleged and which could or would have been alleged in any or all of the above referenced cases.

5. Nastasi agrees that she has been represented by competent legal counsel and that she fully understands all terms set forth in this Agreement and that she has had an opportunity to consult with her counsel regarding any uncertainty with respect to the language of this Agreement. Nastasi further acknowledges that no one from the City has threatened, coerced or intimidated her into entering into this Settlement Agreement.

6. Each of the undersigned parties state that they are not relying and have not relied on any representation or statement made by the undersigned parties, or by any one or more than one of them, with respect to the facts involved in the civil action, or with regard to the undersigned parties' rights or asserted rights. The undersigned parties, and each of them, hereby assume the risk of any mistake of fact with regard to the civil action or with regard to any of the facts which are now unknown to them relating thereto.

7. Each of the undersigned parties, does hereby expressly agree that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, against any other party to this agreement, and each and every employer, agent, officer, employee, attorney, servant and representative thereof and expressly waives all rights granted to them under Section 1542 of the *California Civil Code*, which section reads as follows:

A general release does not extend to claims which 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 a settlement with the debtor.

8. Each of the undersigned parties to this Agreement understands and agrees that this general and special release shall inure to the benefit of the successors in interest of each other party to this Agreement, and each and every agent, employer, employee, and representative thereof and shall be binding upon each party to this Agreement and each of his or her successors in interest.

9. The undersigned parties acknowledge that the action, causes of action, claims, etc. herein released have not been assigned or in any manner transferred to any person or entity, for consideration or otherwise. All such claims are hereby extinguished and released.

10. It is further understood and agreed to by all parties to this Settlement Agreement that this settlement is a good faith compromise of all disputed claims, and that the payments referenced herein are not to be construed as an admission of liability on the part of any party hereto.

11. This Settlement Agreement constitutes the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

12. The undersigned each state that he or she has carefully read this Agreement and knows the contents thereof and signs the same of his or her own free acts and will. The undersigned, and each of them, warrant, represent and agree that, in executing this Agreement, they do so with full knowledge of any and all rights which they may have, and that they have had an opportunity to seek independent legal advice from their attorneys with regard to their assorted rights which they may have against each other, and which arise out of the facts alleged in the civil action.

13. It is further expressly agreed to and by the parties to this Settlement Agreement that the rights, obligations and liability established by the terms and conditions of this Settlement

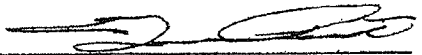
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Agreement will not become effective and binding on any party hereto until such time as all parties have executed this Agreement and the payments called for in Paragraph 2 have been made.

APPROVED AS TO FORM AND CONTENT:

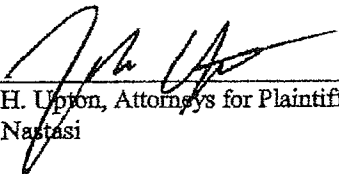
FERGUSON, PRAET & SHERMAN
A Professional Corporation

By: 
Bruce D. Praet, Attorneys for Defendants

Dated: September 30, 2011

APPROVED AS TO FORM AND CONTENT


MOREY & UPTON LLP

By: 
John H. Upton, Attorneys for Plaintiff
Gina Nastasi

Dated: September 30, 2011

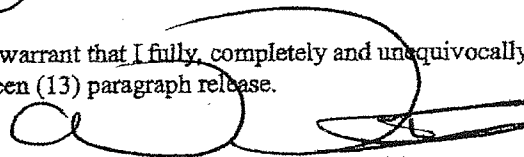
I, Gina Nastasi, hereby represent and warrant that I fully, completely and unequivocally understand each and every paragraph of this thirteen (13) paragraph release.

9.30.11
Date


Gina Nastasi

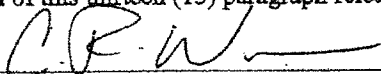
I, Albert Rincon, hereby represent and warrant that I fully, completely and unequivocally understand each and every paragraph of this thirteen (13) paragraph release.

10-3-11
Date


Albert Rincon

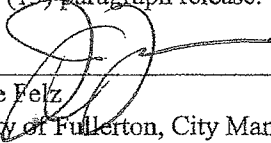
I, Christopher Wren, hereby represent and warrant that I fully, completely and unequivocally understand each and every paragraph of this thirteen (13) paragraph release.

10/03/11
Date


Christopher Wren

I, Joe Felz, hereby represent and warrant that I fully, completely and unequivocally understand each and every paragraph of this thirteen (13) paragraph release.

October 3, 2011
Date



Joe Felz
City of Fullerton, City Manager

SETTLEMENT AGREEMENT

WHEREAS, on or about December 17, 2009, Kari Bode (hereafter "Bode") filed and served a Complaint in the Superior Court of California, County of Orange, Case No. 30-2009 328738. Defendants removed the case to the United States District Court, Central District of California, on June 11, 2010. The matter was assigned Case No. SACV10-835 AG(MLGx), and entitled *KARI BODE and GINA NASTASI v. CITY OF FULLERTON; OFFICER ALBERT RINCON; OFFICER CHRISTOPHER WREN; and DOES 1 to 100, inclusive*, with all Defendants having timely appeared;

WHEREAS, said lawsuit arises out of and includes all known allegations against all Defendants which did or could have arisen out of contact between Bode and members of the Fullerton Police Department including, but not limited to, the arrest by Officers Albert Rincon and Christopher Wren, in or prior to November, 2008, in the City of Fullerton;

WHEREAS, Bode, the City of Fullerton, Albert Rincon and Christopher Wren (hereafter collectively referenced as "City") without any admission of liability, are desirous of resolving all of their differences and settling all of the claims set forth herein,

IT IS THEREFORE AGREED TO AND BY THE PARTIES RECITED HEREIN AND APPROVED BY THEIR RESPECTIVE COUNSEL THAT:

1. Bode, City, and each of them, agree to waive any and all rights to attorney's fees and costs arising out of or related directly to any of the claims settled by way of this Settlement Agreement.

2. City shall pay a total sum of Two Hundred Thousand Dollars (\$200,000), on behalf of all Fullerton parties to Bode and her attorneys upon execution of this Settlement Agreement. Said amount shall be inclusive of all damages, past, present and future, inclusive of costs, expenses, medical bills, attorney's fees and liens. Bode and her attorneys shall promptly prepare and file all papers necessary to secure a dismissal with prejudice of this entire action referenced above as against all Defendants. Bode and her attorneys shall also return all documents released pursuant to the Protective Order between the parties, except for any documents previously filed with the court, and continue to abide by the terms of that Order.

3. Bode further represents that there are no known medical or other liens, including but not limited to Medicare, Medical, SSDI, currently filed and that no notice has been received regarding any such liens or responsibilities. Bode expressly accepts full responsibility for any and all current and anticipated or future medical bills, costs, expenses and/or liens and acknowledges that any such costs, expenses and liens shall be against the funds paid as a part of this Settlement Agreement with no additional funds promised or forthcoming from the City. Bode fully releases the City from any current or future liens arising out of this matter.

4. Each of the undersigned parties to this Agreement does hereby forever release and discharge each other party to this Agreement and any of their past and present agents, servants, attorneys, employers and employees from any and all actions, causes of actions, obligations, costs, attorney's fees, and each of them, and each and every agent, employer, employee, and their representative thereof, from any and all actions, causes of action, obligations, costs, attorney's fees, damages, losses, claims, liabilities and demands of whatever character arising out of any act occurring prior to the full execution of this agreement, and any and all causes of action or claims of

whatever character and all matters alleged and which could or would have been alleged in any or all of the above referenced cases.

5. Bode agrees that she has been represented by competent legal counsel and that she fully understands all terms set forth in this Agreement and that she has had an opportunity to consult with her counsel regarding any uncertainty with respect to the language of this Agreement. Bode further acknowledge that no one from the City has threatened, coerced or intimidated her into entering into this Settlement Agreement.

6. Each of the undersigned parties state that they are not relying and have not relied on any representation or statement made by the undersigned parties, or by any one or more than one of them, with respect to the facts involved in the civil action, or with regard to the undersigned parties' rights or asserted rights. The undersigned parties, and each of them, hereby assume the risk of any mistake of fact with regard to the civil action or with regard to any of the facts which are now unknown to them relating thereto.

7. Each of the undersigned parties, does hereby expressly agree that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, against any other party to this agreement, and each and every employer, agent, officer, employee, attorney, servant and representative thereof and expressly waives all rights granted to them under Section 1542 of the *California Civil Code*, which section reads as follows:

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8. Each of the undersigned parties to this Agreement understands and agrees that this general and special release shall inure to the benefit of the successors in interest of each other party to this Agreement, and each and every agent, employer, employee, and representative thereof and shall be binding upon each party to this Agreement and each of his or her successors in interest.

9. The undersigned parties acknowledge that the action, causes of action, claims, etc. herein released have not been assigned or in any manner transferred to any person or entity, for consideration or otherwise. All such claims are hereby extinguished and released.

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11. This Settlement Agreement constitutes the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

12. The undersigned each state that he or she has carefully read this Agreement and knows the contents thereof and signs the same of his or her own free acts and will. The undersigned, and each of them, warrant, represent and agree that, in executing this Agreement, they do so with full knowledge of any and all rights which they may have, and that they have had an opportunity to seek independent legal advice from their attorneys with regard to their assorted rights which they may have against each other, and which arise out of the facts alleged in the civil action.

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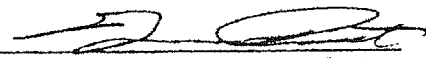
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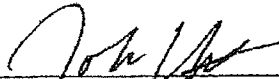
FERGUSON, PRAET & SHERMAN
A Professional Corporation

By: 
Bruce D. Praet, Attorneys for Defendants

Dated: September 30 2011

APPROVED AS TO FORM AND CONTENT

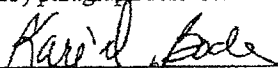
MOREY & UPTON LLP

By: 
John E. Upton, Attorneys for Plaintiff
Gina Nastasi

Dated: September 30, 2011

I, Kari Bode, hereby represent and warrant that I fully, completely and unequivocally understand each and every paragraph of this thirteen (13) paragraph release.

09-30-11
Date


Kari Bode


I, Albert Rincon, hereby represent and warrant that I fully, completely and unequivocally understand each and every paragraph of this thirteen (13) paragraph release.

10-3-11
Date


Albert Rincon

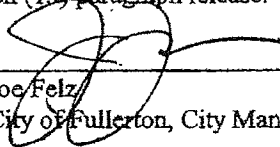
I, Christopher Wren, hereby represent and warrant that I fully, completely and unequivocally understand each and every paragraph of this thirteen (13) paragraph release.

10/03/11
Date


Christopher Wren

I, Joe Felz, hereby represent and warrant that I fully, completely and unequivocally understand each and every paragraph of this thirteen (13) paragraph release.

October 3, 2011
Date



Joe Felz
City of Fullerton, City Manager