

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (Agreement) is entered into by and between the Superior Court of California, County of Alameda (the Court) on the one hand, and [REDACTED] (or Employee) on the other hand.

WHEREAS [REDACTED] was an employee of the Court for a period of time;

AND WHEREAS the Court delivered to [REDACTED] a Notice of Intent to Demote dated [REDACTED] and [REDACTED] appealed the Notice;

AND WHEREAS the Court and [REDACTED] desire to resolve this matter, and seek to avoid the time and cost of pursuing and defending the matter and to resolve completely any and all issues, claims, and disputes that may exist between or among them regarding [REDACTED] employment, and claims and demands and causes of action, whether now known or unknown, excluding any workers' compensation claims, against the Court, and its officials, directors, officers, affiliates, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, sureties and attorneys (collectively "the Releasees");

NOW, THEREFORE, the parties make the following agreements:

1. By mutual separation, [REDACTED] will resign or retire from her employment with the Court effective [REDACTED]. She will return her badge, keys, and all other court property to her Director, [REDACTED] immediately. [REDACTED] final date of employment will be [REDACTED].
2. [REDACTED] will not be eligible for reemployment.

3. The Notice of Intent to Demote dated [REDACTED] will be removed from [REDACTED] file and replaced with an Order of Reprimand for the [REDACTED], [REDACTED] incident set forth in the Notice of Intent to Demote, only. All documents in [REDACTED] personnel file that reference any formal investigation into alleged misconduct by [REDACTED] will be placed in a sealed envelope marked "Confidential".

4. The Court will pay [REDACTED] attorney's fees, in the amount of \$3,500.00, to the Law Offices of [REDACTED] no later than [REDACTED]. Further, the Court will provide [REDACTED] with a letter that sets forth her current job classification and the dates of her employment no later than [REDACTED].

5. If [REDACTED] is determined by the Employment Development Department (EDD) to be eligible for Unemployment Insurance benefits, the Court agrees not to appeal such determination. If [REDACTED] appeals a determination by the EDD that she is ineligible for Unemployment Insurance benefits, the Court agrees not to appear or submit an opposition to such appeal.

6. [REDACTED] fully and forever releases and discharges the Releasees from any claims, damages, and causes of action that she may have against the Releasees, and she covenants not to sue or otherwise institute or cause to be instituted in legal or administrative proceedings against the Releasees, with respect to any matter arising out of or connected with her employment with the Court, including any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of every nature, kind, and description, in law, equity, or otherwise, whether or not now known or ascertained, which heretofore do or may exist.

7. Without limiting the foregoing, [REDACTED] understands and agrees that she is waiving any rights she had, may have had, has or may have to pursue any and all remedies available to her under any employment-related cause of action against the Releasees, including without limitation, any claims for discrimination, harassment and/or retaliation, any and all rights arising from any law or other source, such as the U.S. or

California Constitutions, the Trial Court Employment Protection and Governance Act (Gov. Code §71600 *et seq.*), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e *et seq.*), 42 U.S.C. sections 1981 and/or 1983, the Americans with Disabilities Act (42 U.S.C. §§12101 *et seq.*), the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§621 *et seq.*), the Equal Pay Act of 1963, the Family Medical Leave Act (29 U.S.C. §§2614 *et seq.*), the California Family Rights Act (Gov. Code §12945.1), the Fair Labor Standards Act (29 U.S.C. §§201 *et seq.*), the Fair Credit Reporting Act (15 U.S.C. §§1681 *et seq.*), the California Fair Employment and Housing Act, Civil Code sections 45, 46, 51, 52 and 52.1, the Investigative Consumer Reporting Agencies Act (Civ. Code §§1786 *et seq.*), and/or under Labor Code section 132a and 1102, any regulations implementing these statutes, or the Court's internal policies and procedures, as well as any common law actions such as wrongful discharge, infliction of emotional distress, defamation, breach of contract, and/or breach of the covenant of good faith and fair dealing.

This release does not include claims that by law cannot be waived by [REDACTED] such as [REDACTED] right to file a charge or complaint with governmental agencies, and does not limit either party's right, where applicable, to file or participate in an investigative proceeding of any federal, state or local government agency. [REDACTED] does, however, waive any rights to collect money damages or to reinstatement as a result of her employment with the Court or the termination of that employment. [REDACTED] further understands that this Release extends to all claims of any nature and kind, known or unknown, past or present, that she may have against Releasees.

8. [REDACTED] agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising from or attributable to [REDACTED] employment with the Court, and that any and all rights granted to [REDACTED] under Section 1542 of the California Civil Code or any analogous state law or federal law or regulation are hereby expressly waived. Said Section 1542 of the Civil Code of the State of California 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.

9. [REDACTED] warrants and affirms that she has no pending claim or lawsuit against the Releasees.

10. If [REDACTED] chooses to direct to the Court any inquiries from prospective employers or anyone seeking a professional reference, the Court will provide prospective employers or anyone seeking a professional reference with a neutral reference comprising only the following information regarding [REDACTED] employment with the Court: (1) the term of her employment; (2) her job classification; (3) most recent rate of pay; and (4) that she left employment by mutual separation of employment.

11. [REDACTED] agrees that if she, or anyone acting on her behalf, files or initiates a claim that has been released under this Agreement, and/or applies for reinstatement, backpay or re-employment, then the Releasees, in defending such claim or application, shall be entitled to the dismissal of such claim or application on the basis of this Agreement, and in addition, the Releasees shall be entitled to an award of its actual costs and attorneys' fees incurred in the defense of such released claim.

12. [REDACTED] hereby acknowledges and understands, and the Court agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that [REDACTED] has or may claim to have under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§621, et seq.). [REDACTED] acknowledges and agrees that:

a. The consideration provided pursuant to this Agreement is in addition to any consideration that she would otherwise be entitled to receive;

b. She has been and is hereby advised in writing to consult with a representative or an attorney prior to signing this Agreement, and that she has received such legal counsel that she deems necessary;

c. She has been provided a full and ample opportunity to study this Agreement, including a period of at least 21 days within which to consider it;

d. To the extent that [REDACTED] takes less than 21 days to consider this Agreement prior to execution, [REDACTED] acknowledges that she had sufficient time to consider this Agreement with her representative or counsel and that she expressly, voluntarily and knowingly waives any additional time;

e. [REDACTED] is aware of her right to revoke this Agreement at any time within the 7-day period following the date she signs the Agreement and that the Agreement shall not become effective or enforceable until the 7-day revocation period expires. Notice of revocation must be made in writing and must be received by the Court through [REDACTED], Superior Court of California, County of Alameda, Office the General Counsel, 1225 Fallon St, Oakland, CA 94612, no later than the 7th day after [REDACTED] executes this Agreement.

13. [REDACTED] affirms and acknowledges that she has read this Agreement in its entirety and that she fully understands and appreciates the meaning of each of its terms. [REDACTED] further affirms and acknowledges that in executing this Agreement, she does not rely, and has not relied on, any representation or statement made by the Court or its representatives with regard to the subject matter, basis, effect or negotiation of this Agreement, except as contained in this Agreement.


14. The parties jointly agree that this Agreement is the entire agreement and cannot be modified except in writing by the parties. Further, if any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce all remaining provisions to the extent permitted by law.

15. If any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce all remaining provisions to the extent permitted by law.

Dated: _____

By: _____

Dated: _____

By: 
Chad Finke
Court Executive Officer

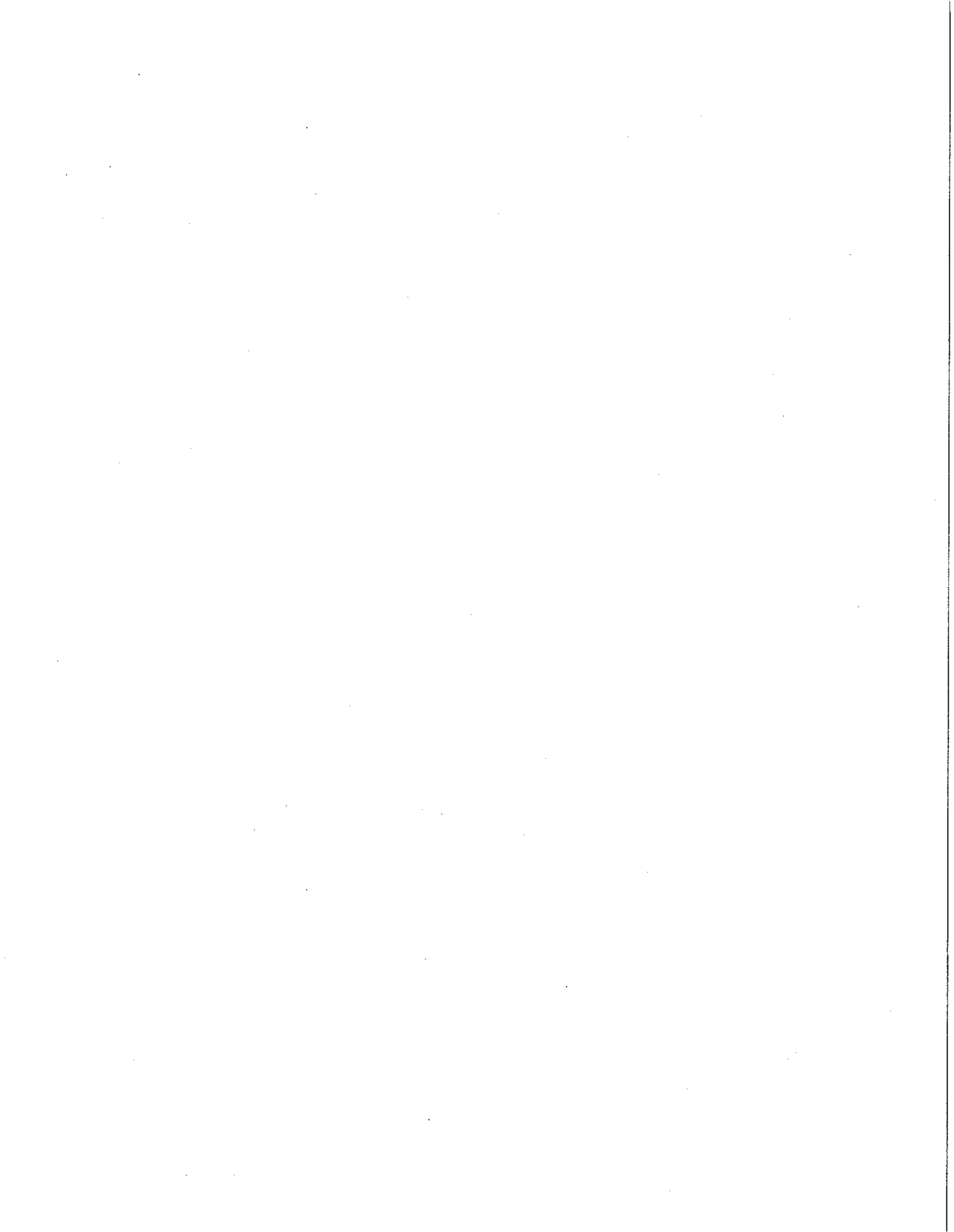
APPROVED AS TO FORM AND CONTENT.

Dated: _____

Attorney for _____

Dated: _____

Attorney for the Superior Court of California,
County of Alameda



SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (Agreement) is entered into by and between the Superior Court of California, County of Alameda (the Court) on the one hand, and [REDACTED] on the other hand.

WHEREAS [REDACTED] was an employee of the Court for a period of time;

AND WHEREAS the Court issued to [REDACTED] a Notice of Suspension dated [REDACTED] (which is attached hereto as Exhibit A), and was deliberating issuing a Notice of Intent to Terminate on [REDACTED]

AND WHEREAS before the Court had the opportunity to deliver a Notice of Intent to Terminate to [REDACTED] ACMEA representative, [REDACTED] indicated that [REDACTED] was interested in resigning from her position;

AND WHEREAS the Court and [REDACTED] desire to resolve this matter, and seek to avoid the time and cost of pursuing and defending the matter and to resolve completely any and all issues, claims, and disputes that may exist between or among them regarding [REDACTED] employment, and claims and demands and causes of action, whether now known or unknown, excluding any workers' compensation claims, against the Court, and its officials, directors, officers, affiliates, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, sureties and attorneys (collectively "the Releasees");

NOW, THEREFORE, the parties make the following agreements:

1. [REDACTED] will resign from her position with the Court. She will return her badge, keys, and all other court property immediately. [REDACTED] final date of employment will be [REDACTED]. Beginning effective [REDACTED] [REDACTED] shall account for her time by exhausting all available leave balances. Once she has exhausted all available leave balances, she shall be placed on paid leave for the remainder of the time until [REDACTED], at a 50% time base, but only if, prior to that date, she has returned her badge, keys, and all other court property. If she has not done so, her employment will be terminated without further compensation effective the first business day following the last business day on which she uses an available form of leave. [REDACTED] will not be eligible for reemployment.

2. If [REDACTED] returns her badge, keys, and all other court property to the Court, then the Court will pay both the employer's and employee's share, plus the COBRA fees, for [REDACTED] COBRA costs (medical and dental) for the months of [REDACTED] and [REDACTED].

3. If [REDACTED] is determined by the Employment Development Department (EDD) to be eligible for Unemployment Insurance benefits, the Court agrees not to appeal such determination. If [REDACTED] appeals a determination by the EDD that she is ineligible for Unemployment Insurance benefits, the Court agrees not to appear or submit an opposition to such appeal.

4. [REDACTED] fully and forever releases and discharges the Releasees from any claims, damages, and causes of action she may have against the Releasees, and she covenants not to sue or otherwise institute or cause to be instituted in legal or administrative proceedings against the Releasees, with respect to any matter arising out of or connected with her employment with the Court, including any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of every nature, kind, and description, in law, equity, or otherwise, whether or not now known or ascertained, which heretofore do or may exist.

5. Without limiting the foregoing, [REDACTED] understands and agrees that she is waiving any rights she had, may have had, has or may have to pursue any and all remedies available to her under any employment-related cause of action against the Releasees, including without limitation, any claims for discrimination, harassment and/or retaliation, any and all rights arising from any law or other source, such as the U.S. or California Constitutions, the Trial Court Employment Protection and Governance Act (Gov. Code §71600 *et seq.*), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e *et seq.*), 42 U.S.C. sections 1981 and/or 1983, the Americans with Disabilities Act (42 U.S.C. §§12101 *et seq.*), the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§621 *et seq.*), the Equal Pay Act of 1963, the Family Medical Leave Act (29 U.S.C. §§2614 *et seq.*), the California Family Rights Act (Gov. Code §12945.1), the Fair Labor Standards Act (29 U.S.C. §§201 *et seq.*), the Fair Credit Reporting Act (15 U.S.C. §§1681 *et seq.*), the California Fair Employment and Housing Act, Civil Code sections 45, 46, 51, 52 and 52.1, the Investigative Consumer Reporting Agencies Act (Civ. Code §§1786 *et seq.*), and/or under Labor Code section 132a and 1102, any regulations implementing these statutes, or the Court's internal policies and procedures, as well as any common law actions such as wrongful discharge, infliction of emotional distress, defamation, breach of contract, and/or breach of the covenant of good faith and fair dealing.

This release does not include claims that by law cannot be waived by Employee, such as Employee's right to file a charge or complaint with governmental agencies, and does not limit either party's right, where applicable, to file or participate in an investigative proceeding of any federal, state or local government agency. Employee does, however, waive any rights to collect money damages or to reinstatement as a result of her employment with the Court or the termination of that employment. Employee further understands that this Release extends to all claims of any nature and kind, known or unknown, past or present, which she may have against Releasees.

6. [REDACTED] agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising from or attributable to [REDACTED] employment with the Court, and that any and all rights granted to [REDACTED] under Section 1542 of the California Civil Code or any analogous state law or federal law or regulation are hereby expressly waived. Said Section 1542 of the Civil Code of the State of California 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.

7. [REDACTED] warrants and affirms that she has no pending claim or lawsuit against the Releasees.

8. If [REDACTED] chooses to direct to the Court any inquiries from prospective employers or anyone seeking a professional reference, the Court will provide prospective employers or anyone seeking a professional reference with a neutral reference comprising only the following information regarding [REDACTED] employment with the Court: (1) the term of her employment; (2) her job classification; (3) most recent rate of pay; and (4) that she resigned from her position.

9. [REDACTED] agrees that if she, or anyone acting on her behalf, files or initiates a claim that has been released under this Agreement, and/or applies for reinstatement, backpay or re-employment, then the Releasees, in defending such claim or application, shall be entitled to the dismissal of such claim or application on the basis of this Agreement, and in addition, the Releasees shall be entitled to an award of its actual costs and attorneys' fees incurred in the defense of such released claim.

10. [REDACTED] hereby acknowledges and understands, and the Court agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that [REDACTED] has or may claim to have under the

Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§621, et seq.). [REDACTED]

acknowledges and agrees that:

a. The consideration provided pursuant to this Agreement is in addition to any consideration that she would otherwise be entitled to receive;

b. She has been and is hereby advised in writing to consult with a representative or an attorney prior to signing this Agreement, and that she has received such legal counsel that she deems necessary;

c. She has been provided a full and ample opportunity to study this Agreement, including a period of at least 21 days within which to consider it;

d. To the extent that [REDACTED] takes less than 21 days to consider this Agreement prior to execution, [REDACTED] acknowledges that she had sufficient time to consider this Agreement with her representative or counsel and that she expressly, voluntarily and knowingly waives any additional time;

e. [REDACTED] is aware of her right to revoke this Agreement at any time within the 7-day period following the date she signs the Agreement and that the Agreement shall not become effective or enforceable until the 7-day revocation period expires. Notice of revocation must be made in writing and must be received by the Court through General Counsel Adam Smyer, Superior Court of California, County of Alameda, Office the General Counsel, 1225 Fallon St, Oakland, CA 94612, no later than the seventh day after [REDACTED] executes this Agreement.

11. [REDACTED] affirms and acknowledges that she has read this Agreement in its entirety and that she fully understands and appreciates the meaning of each of its terms. [REDACTED] further affirms and acknowledges that in executing this Agreement, she does not rely, and has not relied on, any representation or statement made by the Court or its representatives with regard to the subject matter, basis, effect or negotiation of this Agreement, except as contained in this Agreement.


12. The Court and [REDACTED] agree that the terms and conditions of this Agreement will be kept confidential and will not be disclosed to any other persons except to counsel, financial advisors, ^{sponsors,} or as required by applicable law. [REDACTED]

13. The parties jointly agree that this Agreement is the entire agreement and cannot be modified except in writing by the parties. Further, if any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce all remaining provisions to the extent permitted by law.

Dated: [REDACTED]

By: [REDACTED]

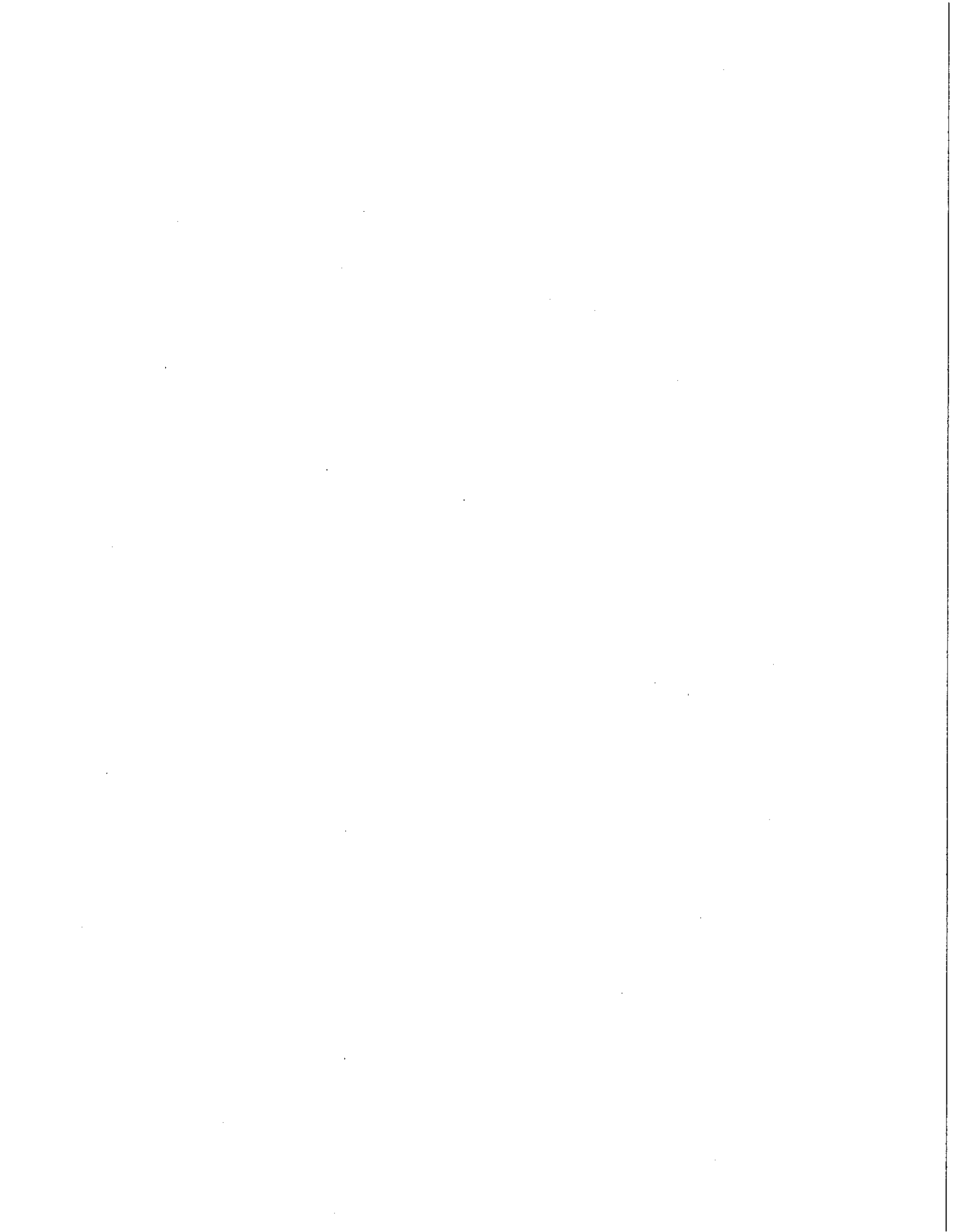
Dated: [REDACTED]

By: 
Chad Finke
Court Executive Officer

APPROVED AS TO FORM AND CONTENT.

Dated: [REDACTED] [REDACTED]
ACMEA representative

Dated: [REDACTED] [REDACTED]
Court General Counsel



**SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (Agreement) is entered into by and between [REDACTED] ([REDACTED]) and the California Superior Court, County of Alameda (Court), jointly referred to as the "Parties."

RECITALS

- A. [REDACTED] was employed as [REDACTED] for the Court from [REDACTED] to [REDACTED].
- B. [REDACTED]
- C. The Court [REDACTED] specifically denies that it or its judicial officers, executives or employees engaged in any form of harassment of [REDACTED], and vigorously denies any liability for [REDACTED] claims.
- D. [REDACTED] has submitted a notice of resignation, effective [REDACTED]. In her notice, she states that she has been constructively discharged.
- E. The Court has accepted [REDACTED] resignation, contends that [REDACTED] separation from the Court is voluntary, and vigorously denies that [REDACTED] has been constructively discharged.
- F. The Parties now desire to enter into this Agreement to compromise and settle [REDACTED] [REDACTED] and for [REDACTED] to release all claims against the Court and individual Releasees as defined below.
- G. The Parties understand that this Agreement does not constitute and shall not be construed as an admission of any liability or wrongdoing. The Court and all individuals named [REDACTED] have consistently stated that it/they have no liability whatsoever to [REDACTED], and the Court enters into this Agreement solely for the purposes of avoiding the time-consuming, costly, and burdensome prospect of further litigation.

H. The Court and [REDACTED] acknowledge that each is receiving adequate consideration in exchange for executing this Agreement.

TERMS OF AGREEMENT

I. Settlement Payments

The Court shall pay [REDACTED] the total sum of Twenty Six Thousand Six Hundred Dollars (\$26,600.00) (Settlement Payment). This Settlement Payment is an amount that [REDACTED] is not otherwise entitled to receive but for the execution of this Agreement.

The Settlement Payment shall be made in the form of two checks, as follows:

- A. One check for twenty five thousand dollars (\$25,000.00), payable to [REDACTED], as settlement for claims of emotional distress damages
- B. One check for one thousand, six hundred dollars (\$1,660), payable to [REDACTED]

The Settlement Payment shall be made within ten (10) business days of the date on which the Judicial Council has received all of the following: (i) the Agreement dated and executed by [REDACTED] (ii) a fully executed IRS Form W-9 for [REDACTED] and (iii) a fully executed IRS Form W-9 for [REDACTED]. Documents should be sent or transmitted to:

Linda Foy
Principal Managing Attorney
Judicial Council Legal Services
455 Golden Gate Avenue, 5th floor
San Francisco, CA 94102

[REDACTED] and [REDACTED] agrees and understands that she/it will fully assume all tax obligations, if any, on her/its portion of the Settlement Payment and that she/it shall be exclusively liable for the payment of any federal, state, and local taxes that may be due as a result of the payment to her/it. The Court will issue a 1099 form or any other appropriate tax forms reflecting the payment of said sum.

2. Release

██████████ and her representatives, heirs, successors, and assigns do hereby completely release and forever discharge the Court, and its bench officers, executive officers, agents, directors, employees, attorneys, successors, and assigns, whether past or present (collectively, Released Parties), and each of them, from all claims, complaints, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, that ██████████ may have now or in the future arising from any act or omission or condition occurring on or prior to the date she signs this Agreement, whether based on tort, contract (express or implied), common law, or any federal, state, or local law, statute, or regulation (collectively, Released Claims). By way of example, and not in limitation of the foregoing, Released Claims include any and all rights arising from any law or other source, such as the United States and California Constitutions; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.); 42 U.S.C. sections 1981 and 1983; the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.); the Equal Pay Act of 1963 (29 U.S.C. §206(d); the Family and Medical Leave Act (29 U.S.C. § 2614 et seq.); the California Family Rights Act (Gov. Code, § 12945.1); the Fair Labor Standards Act (29 U.S.C. § 201 et seq.); the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.); Civil Code sections 45, 46, 51, 52, and 52.1; the Investigative Consumer Reporting Agencies Act (Civ. Code, § 1786 et seq.); the California Labor Code; the California Government Code; any rules or regulations implementing these statutes; the Court's internal policies and procedures; and any common law actions such as wrongful discharge, infliction of emotional distress, defamation, breach of contract, and/or breach of the covenant of good faith and fair dealing. Released Claims also include, but are not limited to, claims for salary, workers' compensation benefits, separation pay, bonuses, sick leave, vacation pay, annual leave, life or health insurance, or any other fringe benefit. Notwithstanding the foregoing, Released Claims do not include any claims based on obligations created by or reaffirmed in this Agreement or any claims for unemployment benefits relating to the end of ██████████ employment with the Court or any pending workers' compensation claims, or claims for indemnification under Labor Code section 2802.

3. Section 1542 Waiver

██████████ understands and agrees that the Released Claims include not only claims presently known to her, but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the Released

Claims as described in Paragraph 2. [REDACTED] hereby knowingly and voluntarily waives any and all rights or benefits that she may now have, or in the future may have, under the terms of section 1542 of the California Civil Code, which provides 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."

4. **No Pending Claims**

[REDACTED] warrants and affirms that she has no pending claim or lawsuit against the Court, or any of the Releasees, [REDACTED]
[REDACTED]

5. **Reference Checks**

Any requests for reference regarding [REDACTED] and directed to the Presiding Judge, Court Executive Officer, or General Counsel of the Court shall be referred to the Director of the Court's Human Resources Division for response. Unless otherwise authorized by [REDACTED], the Human Resources Division will provide information regarding only [REDACTED] title, dates of employment, and last salary.

6. **Confidentiality**

The terms of the Agreement will be kept confidential, except that the Parties may disclose its terms to her/its attorneys, tax advisors, spouses or significant others, executive or personnel committees, or as otherwise required by law, California Rules of Court, or the Court's internal policies.

7. **Covenant Not to Sue**

[REDACTED] promises not to sue or otherwise initiate against any Released Party any claim, lawsuit, action, grievance, arbitration, or legal proceeding, or to participate in such, under any contract (express or implied), or any federal, state, or local law, statute, or regulation pertaining in any manner to the Released Claims or to her assignment with the Court. [REDACTED] agrees that if she, or anyone acting on her behalf, files or initiates a claim that has been released under this Agreement, then the Court or any other Released Party defending such claim shall be entitled to the dismissal of such claim on the basis of this

Agreement, and to an award of its actual costs and attorney fees incurred in the defense of such released claim.

8. Assignment of Interest

██████████ warrants and represents that she has not assigned any portion of the consideration to be paid to her under this Agreement to any person, agency, or entity and that there is no lien of any kind against any of the consideration to be paid to her under this Agreement. ██████████ agrees that these representations and warranties are material terms of this Agreement and agrees to hold the Court harmless in the event of any claim by any third person, agency, or entity that he, she, or it was legally entitled to any portion of the consideration paid under this Agreement.

9. Integration

██████████ and the Court understand and agree that the preceding sections recite the sole consideration for this Agreement; that no representation or promise has been made by ██████████ or the Court on any subject whatsoever, except as expressly set forth in this Agreement; and that all agreements and understandings between the parties on any subject whatsoever are embodied and expressed in this Agreement. This Agreement shall supersede all prior or contemporaneous agreements and understandings between ██████████ and the Court, whether written or oral, express or implied, with respect to any subject whatsoever, including without limitation, any work-related agreement, except to the extent that the provisions of any such agreement have been expressly referred to in this Agreement as having continued effect.

10. Amendments

This Agreement may only be amended, modified, or terminated by mutual consent of the Parties and only by a written agreement signed by ██████████ and the Court.

11. Severability

If any provision of this Agreement or its application is found by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement or its application shall remain in full force and effect.

Waiver

The Parties agree that a waiver by either party of any breach of any term or provision of this Agreement shall be not construed to be, nor shall it be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this Agreement. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. Arbitration of Disputes

Disputes regarding enforcement of this Agreement will be resolved by referral to arbitration with JAMS at their offices in San Francisco or, by agreement of the Parties, with a non-JAMS mediator or mediation service. In any arbitration arising out of this Agreement, the prevailing party shall be awarded her/its reasonable attorneys' fees and costs.

14. Interpretation

This Agreement shall be construed as a whole, according to its fair meaning, and as if drafted by both parties.

15. Fees and Costs

Except as provided in this Agreement, each of the Parties will bear her/its own costs and fees in connection with this dispute and its resolution through this Agreement.

16. Risk of Different Fact or Law

The Parties agree to accept and assume the risk that any fact or legal rule affecting any matter covered by this Agreement may hereafter be found to be

other than or different from the facts or law she or it believes at the time of this Agreement to be true, and agree that this Agreement shall be and will remain effective notwithstanding any such difference in fact or law.

17. Advice of Counsel

[REDACTED] has been advised to consult with counsel regarding her decision whether to enter into this Agreement.

18. Counterparts

This Agreement may be signed in counterparts and transmitted as a pdf., with each counterpart having the same force and legal effect as if the Parties signed a single original agreement.

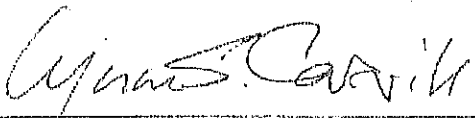
THE PARTIES, AND EACH OF THEM, AFFIRM THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND THAT THEY SIGN THIS AGREEMENT VOLUNTARILY AND WITHOUT COERCION.

[REDACTED] FURTHER ACKNOWLEDGES THAT THE WAIVERS SHE HAS MADE AND THE TERMS SHE HAS AGREED TO HEREIN ARE KNOWING, CONSCIOUS, AND WITH FULL APPRECIATION THAT SHE IS FOREVER FORECLOSED FROM PURSUING ANY OF THE RIGHTS SO WAIVED.

SO AGREED.

[REDACTED]

[REDACTED]
Date


Hon/Wynne Carvill
Assistant Presiding Judge
Superior Court of California,
County of Alameda

[REDACTED]
Date