

SETTLEMENT AGREEMENT AND RELEASE

I. PARTIES

This Settlement Agreement and Release (Agreement) concerns Plaintiff JOHNATHAN MOORE (Plaintiff) and the California Department of Corrections and Rehabilitation (CDCR) on behalf of Defendants LIONEL ROBINSON and CHRISHAY SIMMONS. Plaintiff, CDCR, and Defendants shall be referred to as “the parties.”

II. RECITALS

Certain disputes and differences have arisen between the parties to this Agreement. These disputes and differences resulted in Plaintiff filing a complaint in the United States District Court for the Northern District of California, *Moore v. Robinson et al.*, Case No. 3:22-cv-06990-TSH (the Complaint). This Agreement covers all of the claims and allegations in the Complaint and any amendments thereto against Defendants, whether named or unnamed and whether served or unserved, and any past or current employees of CDCR.

Defendants, including CDCR, deny all of the allegations of wrongdoing made by Plaintiff in this lawsuit. The parties, however, now desire and intend by this Agreement to settle all disputes between them relating to the claims alleged in the Complaint, including any rights to appeal, and that concern in any way the allegations of the Complaint, and to discharge each other from any and all liability with reference to such claims, except as specifically set forth in this Agreement.

Therefore, in consideration of the covenants set forth in this Agreement, the parties settle their dispute on the terms and conditions set forth below.

III. TERMS AND CONDITIONS

1. All causes of action arising out of the above-referenced disputes and differences, including Case No. 3:22-cv-06990-TSH, are hereby abandoned and dismissed with prejudice. Plaintiff shall sign, and/or authorizes his attorney(s) to sign and file on his behalf, with the Court a voluntary dismissal with prejudice under Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The time for filing said voluntary dismissal shall be no later than ten court days of Plaintiff's receipt of disbursed settlement funds.

2. CDCR shall issue a valid draft(s) in the amount of FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$525,000.00) payable to: “Pointer & Buelna, LLP ITF Johnathan Moore” (the settlement amount). Plaintiff further understands that CDCR is obligated to pay all outstanding liens against Plaintiff, known or unknown, if any, which amounts must be deducted from the settlement amount and paid on Plaintiff's behalf to the lienholder(s). Plaintiff shall complete a Payee Data Form to enable payment. If Plaintiff requests that payment be made to Plaintiff's counsel, then that person or entity must also complete a Payee Data Form. Plaintiff shall return the completed Payee Data Form to Defendant's counsel as soon as reasonably possible.

3. CDCR will make a good-faith effort to disburse the settlement amount (minus any liens) within 180 days from the date of Plaintiff's execution of this Agreement and Release, and CDCR's receipt of all of the required Payee Data Forms. Plaintiff understands that payment may be delayed by the lack of a State budget, a funding shortfall despite a State budget, the processing efforts of the State Controller's Office, and other events not attributable to Defendants or CDCR. Unless expressly stated otherwise, no interest shall be paid on the settlement amount.

4. No other monetary sum will be paid to Plaintiff.

5. Each party shall bear its own costs and attorney's fees.

6. There are no other actions required on the part of CDCR or Defendants.

IV. GENERAL RELEASE

It is the intention of the parties in signing this Agreement that it shall be effective as a full and final accord and satisfaction and release from all claims asserted in the Complaint. By signing this Agreement, Plaintiff releases CDCR, Defendants, whether named or unnamed and whether served or unserved, and any other past or current CDCR employees from all claims, past, present and future, known or unknown, that arise or could arise from the facts alleged in the Complaint.

In furtherance of this intention, the parties acknowledge that they are familiar with, and expressly waive, the provisions of California Civil Code section 1542, which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

This Agreement is the compromise of various disputed claims and shall not be treated as an admission of liability by any of the parties for any purpose. The signature of or on behalf of the respective parties does not indicate or acknowledge the validity or merits of any claim or demand of the other party.

V. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the parties and their respective officers, agents, administrators, successors, assignees, heirs, executors, trustees, attorneys, consultants, and any committee or arrangement of creditors organized with respect to the affairs of any such party.

Plaintiff represents that he owns the interests, rights, and claims that are the subject matter of this Agreement. Plaintiff and his principals, agents, attorneys, successors, assigns, heirs, descendants, executors, representatives, partners, and associates fully release and discharge the other parties and their principals, agents, attorneys, successors, assigns, heirs, descendants,

executors, representatives, partners, and associates from all rights, claims, and actions that Plaintiff and his successors now may have or at any time in the future may have against the other parties and their successors.

Plaintiff hereby authorizes CDCR to issue a draft in the total sum of FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$525,000.00) made payable to JOHNATHAN MOORE and his attorneys, Pointer & Buelna, LLP and The Slater Law Firm and any lienholders of which defendants/releasees have notice. Plaintiff further authorizes the delivery of said draft to his attorney, and hereby agrees to hold defendant(s) and their insurance company harmless from any and all liability for said sum due to any act or omission of their attorneys subsequent to the delivery of the draft to the attorneys. Plaintiff agrees that all costs and attorneys' fees incurred by him as a result of prosecuting his claim against defendant(s) shall be paid and satisfied from the \$525,000.00 settlement.

VI. REPRESENTATIONS AND WARRANTIES

Hold harmless. Any right, claim or lien of a third party to any proceeds arising out of this action, whether an attorney's lien, medical care or provider lien, hospital lien, workers' compensation lien, insurers lien or right of reimbursement, employers' lien or right of reimbursement, Medi-Cal lien, Medi-Care lien, Armed Services lien, government lien or any other lien of any kind, shall be satisfied from the settlement proceeds being paid pursuant to this agreement. Plaintiff assumes full responsibility and liability for settlement of any and all such third-party rights, claims or liens out of said settlement proceeds, and will hold defendants harmless and defend defendants from and against all lien claimants and lienholders.

In the event that plaintiff has assigned or transferred any aspect of his rights, title or interest to any of the claims or demands made against the defendants in the above-noted complaint, or fails to pay any outstanding lien, and any such claim, right or demand is asserted against the defendants, defendants' insurance carrier or defendants' attorneys (and/or any of their successors) by any person or entity who is the assignee, transferee or lienholder of such claim, right or demand, then plaintiff shall fully indemnify, defend and hold harmless defendants, CDCR, or defendants' attorneys (and any of their successors) or any other releasee against whom such claim, right or demand is asserted, from and against all such claims, rights and demands (including costs and attorneys' fees), expenses, damages, losses and other liabilities that the defendants, CDCR or defendants' attorneys (and/or their successors) incur as a result of the assertion of such claims, rights or demands. Lienholders of which defendants/releasees have knowledge will be placed on the settlement draft. In the alternative, plaintiff may: 1) provide letters from the lienholders directing defendants/releasees that said lienholders need not be named on the settlement draft; 2) plaintiff can authorize defendants/releasees to issue separate drafts to lienholders payable out of the gross settlement proceeds in the amounts agreed upon between plaintiffs and lienholders, as evidenced by letters from the lienholders; or 3) plaintiff can authorize defendants/releasees to name lienholders on all drafts payable out of the gross settlement proceeds. Plaintiff expressly agrees that no settlement drafts need be produced by or on behalf of defendants/releasees until plaintiff has advised defendants/releasees' attorneys in writing as to which lienholders are to be included on plaintiff's settlement draft and produced to defendants/releasees' attorneys copies the aforementioned letters from each lienholder that is to be omitted from plaintiff's settlement draft.

No other consideration. The consideration recited in this Agreement is the only consideration for this Agreement, and no representations, promises, or inducements have been made to the parties, or any of their representatives, other than those set forth in this Agreement.

Execution in counterpart. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Execution of further documents. Each party to this Agreement shall complete, execute or cause to be executed such further and other documents as are needed to carry out the expressed intent and purpose of this Agreement.

Entire agreement. This Agreement constitutes a single, integrated agreement expressing the entire agreement of the parties, and there are no other agreements, written or oral, express or implied, between the parties, except as set forth in this Agreement.

No oral modifications or waiver. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all the parties. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Attorney's fees. In the event any provision of this agreement shall be held to be void, voidable or unenforceable, the other provisions shall remain in full force and effect;

Governing law. Unless expressly stated otherwise in this Agreement, the terms, conditions, and provisions of this Agreement are governed by and interpreted under California state law.

Severability. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

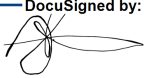
Electronic signatures. In accordance with California Code of Civil Procedure § 1633.1, et. seq., the parties have agreed to conduct this transaction by electronic means where necessary and appropriate, and parties expressly agree and intend to execute this agreement electronically, wherever necessary.

The undersigned agree to the above:

By: Johnathan Moore

3/26/2024

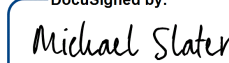
Dated: _____

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JOHNATHAN MOORE, Plaintiff

ATTORNEY CERTIFICATE

The foregoing release Agreement was executed after I discussed its terms with Plaintiff. It was explained to Plaintiff that the release Agreement included all unknown and unanticipated damages, as well as any damages already known to Plaintiff. Plaintiff has signed this release acknowledging that he understands the terms of the release Agreement, and that it includes all unknown and unanticipated damages.

By:  Dated: 3/26/2024
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MICHAEL A. SLATER, ESQ.

Attorney for Plaintiff