

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into as of the 27th day of November, 2015, by and between defendant Rodney Gould ("Gould") and plaintiffs Mary Marlow, Elizabeth Van Denburgh, and Nancy Coleman ("Plaintiffs") (collectively, "the parties").

WHEREAS, Plaintiffs filed a lawsuit against Gould in Marin County Superior Court on August 7, 2015 (*Marlow et al v. Gould*, Case No. CIV 1502938) (the "Lawsuit"), alleging that Gould, the former City Manager of the City of Santa Monica, had violated the City's Oaks Initiative by accepting employment with Management Partners;

WHEREAS, the parties agree that the Oaks Initiative is an important law;

WHEREAS, the parties desire to enter into a settlement to avoid unnecessary expense.

NOW THEREFORE, the parties do hereby covenant, promise, and agree, as follows:

1. Gould shall resign from Management Partners.
2. Gould shall refrain from accepting any employment with, or compensation or other personal benefit from, Management Partners, and shall comply with the post-employment restrictions of the Oaks Initiative, Santa Monica City Charter, section 2203, through January 31, 2017 (which comprises a two-year period after his departure from City employment).
3. Gould shall pay twenty thousand dollars (\$20,000) to Plaintiffs, payable within 14 days of the date this Agreement is signed by all parties, to cover Plaintiffs' attorneys' fees and costs. Gould shall make this payment by writing a check to the Strumwasser & Woocher LLP Client Trust Account.
4. Gould shall refrain from seeking or accepting indemnity from the City of Santa Monica, and from making any claim to the City of Santa Monica, for any loss relating to or arising from this lawsuit or this settlement.
5. Within 10 days of Gould's satisfaction of his obligations in paragraphs (1) and (3), Plaintiffs shall file a dismissal with prejudice of the Lawsuit, and take all reasonable steps to ensure the Lawsuit is dismissed with prejudice.
6. In consideration of the mutual promises and agreements set forth herein, **THE PARTIES DO HEREBY RELEASE AND DISCHARGE** each other and all other parties, and each of his or her agents, employees, attorneys, officers, representatives, administrators, affiliates and assigns, and any and every other person or entity acting by, through, on behalf of, or in concert or combination of any of them, from any and all actions, suits, proceedings, claims, complaints, rights, demands, obligations, debts,

liabilities, and any and every cause of action of any type or nature whatsoever, whether in law or equity, known or unknown, fixed or contingent, arising from this matter.

7. The parties hereby covenant and agree that, except to enforce this Agreement, they will not file or cause to be filed any state or federal court action, administrative, arbitration, or other agency proceeding, or in any other action, suit, claim, complaint, or proceeding of any kind, nature, or description whatsoever against any other party to this Agreement arising from or relating to any matter released or compromised pursuant to this Agreement concerning Gould's employment with Management Partners. In the event that one of the parties to this Agreement shall file or cause to be filed any action, suit, claim, complaint, or proceeding in violation of this Covenant Not to Sue, they hereby state and agree that this Agreement shall constitute a complete and total defense to any such action, suit, claim, complaint, or proceeding. Plaintiffs agree they will not seek to have the City of Santa Monica take any action against Gould with respect to the matters raised in the lawsuit or this settlement.
8. The parties understand and agree that the nature, extent, and result of the claims they are releasing may not now be known or anticipated and declare that they nevertheless desire to settle, compromise, and release in full all of the claims described by this Agreement. In entering this Agreement, plaintiffs expressly waive the benefits of and release any rights they would otherwise have under 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.
9. It is understood and agreed that this Agreement is a compromise of disputed and contested claims and that it shall not be argued, asserted, claimed, considered, or construed as an admission of liability or wrongdoing by any party.
10. The Parties understand and agree that if any provision of this Agreement is determined by a final judgment of a court of competent jurisdiction to be illegal or unenforceable, that provision is severable, and shall in no way affect the balance of this Agreement, which shall remain in full force and effect.
11. This Agreement constitutes the entire understanding and Agreement between the parties. All understandings, agreements, statements, and representations, express or implied, oral or written, between the parties are

contained and merged herein. No other agreements, covenants, statements, or representations, express or implied, oral or written, have been made by or between the parties to the Agreement concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified, or otherwise changed in any respect except in a writing signed by each party.

12. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. Photocopies, facsimiles, and signatures transmitted electronically or by facsimile shall be valid and binding as an original.
13. This Agreement is entered into and its construction and performance governed by the laws of the State of California, without regard to principles of conflict of law. This Agreement shall be deemed to have been drafted by all parties hereto and no rule of construction shall be applied against any party as the drafter.
14. This Agreement is specifically enforceable. Any party to this Agreement may enforce it upon a material breach of another party, but only after providing thirty (30) days' written notice to that party of the provision or provisions of this Agreement that have been breached. Notwithstanding the foregoing, plaintiffs may enforce paragraph (2) only if Gould does not, within thirty (30) days of receiving written notice from plaintiffs that they believe he has breached paragraph (2), cure the alleged breach.
15. In the event that it becomes necessary for any of the parties to enforce the provisions of this Agreement, or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration, or other proceedings, the prevailing party in such proceeding shall be entitled to recover from the breaching party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

//

//

IN WITNESS WHEREOF, the parties and their respective counsel have hereunto set their hands, on the dates indicated below:

Dated:

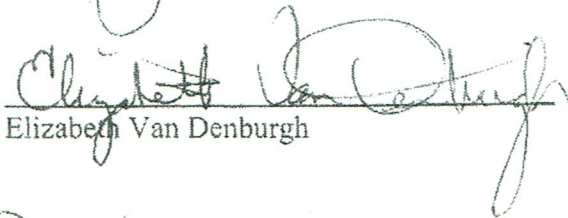
Rodney Gould

Dated: 11/21/2015



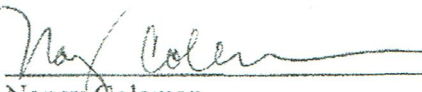
Mary Marlow

Dated: 11/21/2015



Elizabeth Van Denburgh


Dated: 11/21/2015



Nancy Coleman

IN WITNESS WHEREOF, the parties and their respective counsel have hereunto set their hands, on the dates indicated below:

Dated: 11/27/15


Rodney Gould

Dated:

Mary Marlow

Dated:

Elizabeth Van Denburgh

Dated:

Nancy Coleman