

RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and Release ("Agreement") is made and entered into by and between DEFENDANTS TOWN OF ATHERTON and TOWN OF ATHERTON POLICE OFFICERS JEFFREY P. TAYLOR, JOSHUA GATTO, and JOSE YAMSUAN (hereinafter collectively "DEFENDANTS" or "RELEASEES") and JASON DAVID BURKLEO (sometimes hereinafter referred to as "BURKLEO" or "PLAINTIFF" or "RELEASOR"). These entities and individuals are collectively referred to herein as the "Parties" and individually by name. In consideration of the promises made herein, the Parties agree as follows:

1. In consideration for the payment of Forty Five Thousand Dollars and Zero Cents (\$45,000.00) to be paid by or on behalf of RELEASEES, the undersigned RELEASOR does hereby release and forever discharge RELEASEES and their past, present and future members, managers, subsidiaries, parent companies, affiliates, officers, directors, agents, shareholders, employers, employees, insurers, and attorneys, of and from any and all past, present or future claims, demands, actions and causes of action arising out of or in any way connected with the claims that were raised, or could have been raised in the United States District Court Northern District Of California, Case No.: 4:22-cv-02509-JST (sometimes hereinafter referred to as "ACTION"), including but not limited to claims of 42 U.S.C. §1983 – Fourth Amendment Violations, Municipal Liability, and Supervisory Liability, Violation of California Civil Code § 52.1 – Bane Act, Violation of California Constitution., ART. I, § 13, False Arrest or False Imprisonment, Negligence, and/or Assault And Battery, arising out of or related to, or in connection with the incident which occurred on April 16, 2021, in which injuries and damages were allegedly sustained by BURKLEO (sometimes hereinafter referred to as the "OCCURRENCE"), any injuries sustained in, exacerbated by, and/or arising therefrom, and/or any

services provided to or for the benefit of BURKLEO. The RELEASOR understands and agrees that this Release is intended to, and does hereby, bind him and his heirs, executors, administrators, devisees, successors, guardians, agents, attorneys and assigns from this date forward. The RELEASOR further agree that the RELEASOR will never institute or reinstitute in the future any complaint, suit, action or cause of action, in law or in equity, against the RELEASEES on account of any released claim; nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, cause of action, suit or complaint for or on account of any damages, loss, injury or expense on account of any released claim.

2. On August 3, 2022, the Parties submitted a stipulation and (proposed) order pursuant to ADR L.R. 3-5 and ADR L.R. 7-2 for referral to Magistrate Judge Nathanael Cousins for an early settlement conference. The Parties acknowledge and agree that an agreement for settlement was reached before the Magistrate Judge Nathanael Cousins during settlement conference on February 28, 2023 and accepted on March 15, 2023. Upon settlement, on March 16, 2023, United States District Judge Jon S. Tigar ordered the ACTION dismissed with prejudice. In order to avoid the uncertainty, cost, and delay of possible litigation, the Parties desire to settle all aspects of the ACTION and to obtain a release for all possible liability in connection therewith pursuant to the full and timely performance of the following terms and conditions in the manner described herein.

3. This is a full and final release of any and all claims arising out of said OCCURRENCE, including, but not limited to, all claims that were raised, or could have been raised, in the action styled JASON DAVID BURKLEO v. TOWN OF ATHERTON, a municipal corporation; Town of Atherton Police Officers JEFFREY P. TAYLOR, JOSHUA GATTO, JOSE

YAMSUAN and DOES 2–20, Individually, UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA, Case No.: 4:22-cv-02509-JST.

3. It is understood and agreed that each party shall bear his/her/its/their own attorneys' fees and costs, and that there is no prevailing party for purposes of an award of costs or otherwise.

4. The RELEASOR agrees that as a further consideration and inducement for this settlement, it shall apply to all unknown and unanticipated damages or injuries resulting from said OCCURRENCE, any injuries sustained in, exacerbated by, and/or arising therefrom, and/or any services provided to or for the benefit of BURKLEO, as well as those that are now disclosed.

Section 1542 of the Civil Code of the State of California provides:

"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."

The RELEASOR expressly waives and relinquishes any benefit or right under said California Civil Code Section 1542.

6. The RELEASEES, or anyone acting on their behalf, are directed to pay the consideration herein by check payable to "Helm Law Office, PC Client Trust Account f/b/o Jason David Burkleo". The order of exchange of documents and funds shall be as follows: (1) The RELEASOR shall forward this executed agreement; (2) Upon receipt, respective counsel for the RELEASEES shall forward the settlement draft to BURKLEO'S counsel after receipt of this executed agreement. RELEASEES agree and acknowledge they have received the required W-9 tax form for Helm Law Office, PC, to issue payment. It is understood and agreed by the Parties that settlement is to occur within 60 days of March 16, 2023 pursuant to United States District Judge Jon S. Tigar's order on March 16, 2023.

7. It is understood and agreed that this is a compromise and settlement of a disputed claim and that the payment of the consideration for this release shall not be deemed or construed as an admission of any liability by the RELEASEES.

8. As a further consideration for the payment stated herein, BURKLEO agrees to indemnify the RELEASEES and to hold the RELEASEES harmless of and from any and all claims, actions, causes of action or liens brought by any person or entity arising out of or in any way connected with the OCCURRENCE, any injuries sustained in, exacerbated by, and/or arising therefrom, any services provided to or for the benefit of BURKLEO, and/or any payments for damages or medical costs incurred by BURKLEO for which said person or entity may seek reimbursement from the RELEASEES whether based on subrogation, indemnity, lien or statute, unless proven by BURKLEO to be invalid and/or illegitimate.

9. The RELEASOR represents and warrants that he has not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand covered by this Release to any person not a party hereto and that they are fully entitled to compromise and settle the same.

10. BURKLEO represents and warrants that all medical bills, costs, or liens resulting from or arising out of alleged injuries and/or damages sustained in the OCCURRENCE are BURKLEO'S responsibility to pay. BURKLEO agrees that his net settlement proceeds, to be determined by his attorney, shall remain in trust in his attorney's trust account, until the amount of the said liens, if any, have been determined, and the liens are satisfied. BURKLEO agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens, of any kind, that arise from or are related to payments made or services provided to or for BURKLEO'S behalf, and any expenses, costs, or fees incurred in connection with the claims asserted by BURKLEO related to his alleged injuries or damages sustained in the OCCURRENCE including, without

limitation, all subrogation claims, liens, or other rights to payment relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, Medi-Cal, Medicare, or governmental entity. BURKLEO will indemnify, defend and hold RELEASEES harmless from any and all such claims, liens, and rights to payment, known or unknown. Specifically, if any governmental entity, or anyone acting on behalf of any governmental entity, seeks multiple damages, including double damages, or any other damages from RELEASEES relating to payments by such governmental entity, or anyone acting by contract for such governmental entity, relating to BURKLEO's alleged injuries or damages sustained in the OCCURRENCE, BURKLEO will indemnify the RELEASEES and hold the RELEASEES, harmless from, any and all such damages, claims, and rights to payments, including any attorney's fees and costs, sought by such entities.

11. All Parties warrant that they are not relying on any representation or statement outside the language of this Release made by any party or any of their agents, attorneys, insurers, or any of them, with respect to any aspect of this Release, the dispute described herein, or the rights or asserted rights that are the subject of this Release. The undersigned acknowledge that they have had the benefit and advice of legal counsel in connection with this Release, and that they understand the meaning of each term of this Release, and the consequences of signing this Release. Further, the undersigned have, either personally or through their attorney, fully investigated to their full satisfaction the facts surrounding the various claims, controversies, and disputes, and understands and is fully satisfied with the terms and effects of this Release. The undersigned warrants that they are competent adults, fully understand the content and effect of this Release, and are fully entitled to release all claims as set forth herein.

12. This Release is a product of negotiation by and between the parties and their respective attorneys. This Release shall not be deemed prepared or drafted by one party or another, or their attorneys, and will be construed accordingly. The Parties shall cooperate fully in executing any and all other documents and in completing any additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

13. This Release shall be interpreted and governed in all respects by the laws of the State of California.

14. This Release constitutes the entire agreement by and between and among the parties. The terms of this Release shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The terms of this Release are contractual and are not mere recitals. This Release may not be amended, modified, or supplemented except in writing signed by the parties.

15. If any one or more of the agreements, undertakings, and considerations embodied in this Release shall later be found to be void, voidable, or ineffective, that finding shall have no effect on the remainder of the agreements, undertakings, or considerations, which shall remain in full force and effect.

16. This Release may be signed in counterparts and a facsimile or photo static copy shall be valid and enforceable as the original.

17. This Agreement may be executed 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 and may be signed and transmitted by electronic means (including via email) or facsimile with the same validity, force, and effect as an original signed Agreement.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

18. The terms of this Agreement are intended by the Parties as a final expression of their agreement and understanding with respect to such terms as are included herein. This Agreement may not be altered or amended other than by a writing executed by all the Parties affected by such amendment or modification.

IN WITNESS WHEREOF, the Parties do hereby execute this Settlement Agreement and Release of All Claims.

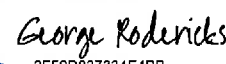
AGREED AND ACCEPTED:

IN WITNESS WHEREOF, the undersigned does hereby execute this release this ____ day
5/12/2023
of _____, 2023.

DocuSigned by:

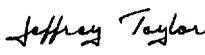
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JASON DAVID BURKLEO

IN WITNESS WHEREOF, the undersigned does hereby execute this release this ____ day
5/15/2023
of _____, 2023

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TOWN OF ATHERTON

IN WITNESS WHEREOF, the undersigned does hereby execute this release this 5/15/2023 day
of _____, 2023

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JEFFREY P. TAYLOR

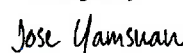
IN WITNESS WHEREOF, the undersigned does hereby execute this release this 5/19/2023 day
of _____, 2023

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JOSHUA GATTO

IN WITNESS WHEREOF, the undersigned does hereby execute this release this 5/16/2023 day
of _____, 2023

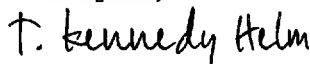
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JOSE YAMSUAN

APPROVED AS TO FORM AND CONTENT:

DATED: 5/12/2023

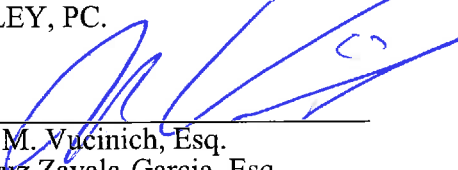
HELM LAW OFFICE, PC.

DocuSigned by:


T. Kennedy Helm, IV, Esq.
Attorneys for Plaintiff,
JASON DAVID BURKLEO

DATED: 05/19/2023

CLAPP MORONEY VUCINICH BEEMAN &
SCHELEY, PC.


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TOWN OF ATHERTON and TOWN OF
ATHERTON POLICE OFFICERS JEFFREY P.
TAYLOR, JOSHUA GATTO, and JOSE
YAMSUAN