

SETTLEMENT AGREEMENT AND RELEASE

SUE VALENCIA (hereinafter "Employee") and the CALIFORNIA STATE ASSEMBLY (hereinafter "Employer") enter into this Settlement Agreement and Release (hereinafter "Agreement") as follows:

RECITALS

- A. Employee commenced employment with Employer on April 1, 1977. Employee has been employed with Employer in the position of Legislative Clerk II. Employee's employment relationship with Employer terminated effective July 30, 2008.
- B. At all times herein relevant, Employee was an at-will employee whose employment could be terminated at any time by Employer with or without cause.
- C. Employee acknowledges that she has received from Employer all wages due and owing to her, including, but not limited to, pay for all earned, accrued, and unused vacation time.
- D. Employee has filed a complaint against Employer in the Superior Court of the State of California, County of Sacramento Case No. 34-2011-000106047 (the "Action").
- E. The parties wish to set forth the terms and conditions governing Employee's dismissal of the Action and to provide for the settlement and release of any and all disputes and/or controversies which have arisen or may hereafter arise between Employer and Employee, including without limitation any and all claims arising out of or in any way related to Employee's employment with Employer and/or the separation of said employment.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements and releases herein, the parties agree as follows:

1. **Releases.** In consideration of the agreement by Employer to waive its claims against the Employee for attorney's fees, costs and sanctions, Employee agrees to the following releases:
 - a. **Specific Release of Statutory Rights Claims.** Employee understands and acknowledges that Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the California Family Rights Act of 1991, the federal Family and Medical Leave Act of 1993, the California Fair Employment and Housing Act, as amended, the federal Fair Labor Standards Act, as amended, and applicable provisions of California's Labor Code provide

the right to an employee to bring charges, claims or complaints against an employer if the employee believes she has been discriminated against on a number of bases, including race, ancestry, color, religion, sex, marital status, national origin, status as a current or former member of the armed forces, request or need for family or medical leave, physical or mental disability, medical condition, or sexual orientation. Furthermore, Employee represents that she understands and acknowledges that the Age Discrimination in Employment Act of 1967, as amended, provides her the right to bring a claim against Employer if Employee believes that she has been discriminated against on the basis of age.

b. General Release. Employee, for her part, shall and hereby does release and forever discharge the California State Assembly, its members and former members, its employees and former employees ("Releasees") against any and all claims, damages, actions, causes of action, liabilities, judgments, liens, rights, debts, suits, obligations, promises, acts, costs and expenses (including, but not limited to, attorneys' fees), damages and charges of whatsoever nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, or ever filed or prosecuted (hereinafter, collectively referred to as "Claims") which Employee may now have, or claims to have, or any time heretofore had, or claimed to have had, against Employer, or any other claim, as a result of things undertaken, said, stated, done or admitted to be done up to and including the date of execution of this Agreement. This release is intended to have the broadest possible application and includes, but is not limited to, any and all tort, contract, common law, constitutional, or statutory claims arising under state and/or federal law (in addition to those specifically released in Paragraph 2.a. herein), including claims for bodily or personal injury, injury to reputation, and emotional pain and suffering, arising out of or related in any way to the transactions or occurrences between Employee and Releasees to date, including but not limited to Employee's employment with Employer and the termination of that employment. Employee will execute a Request for Dismissal and deliver it to Employer with this Settlement Agreement and Release, and Employer is authorized to file it with the Court if Employee has not exercised her right to revoke this Agreement as provided in Section 9 below.

c. Waiver of Unknown and Unanticipated Claims. It is understood and agreed that the releases as referred to herein are full and final releases by Employee of Releasees and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed. With respect to any claims by Employee against Releasees, Employee expressly waives the provisions of California Civil Code section 1542 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.

In that connection, Employee realizes and acknowledges that one or more of the Claims may include losses sustained by Employee that are presently unknown or unsuspected, and that such

losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, Employee acknowledges that this release has been negotiated and agreed upon and that in consideration for the rights and benefits under this Agreement, Employee intends and hereby does release, acquit and forever discharge Releasees from any and all Claims, including those that are unknown, unsuspected or unforeseen or that are presently unknown and unanticipated.

d. No Intent to Waive Non-Waivable Rights. It is understood and agreed by the parties that, by signing this Agreement and agreeing to the releases contained in this Agreement, Employee is not waiving any right which cannot be waived as a matter of law, including but not limited to, non-waivable rights that Employee may have under the California Labor Code. Furthermore, nothing in this Agreement shall prevent Employee from filing a charge or complaint with any state or federal agency or to participate or cooperate in such a matter. However, by signing this Agreement, Employee does waive any right to receive any monetary award resulting from such a charge, complaint, or investigation.

2. Consideration to Employee. Employer hereby releases Employee from any and all claims and demands it has against Employee for attorney's fees, costs, expert witness fees and awarded sanctions. Employer agrees that Employee's work record will be corrected to reflect that Employee retired and all responses by Employer to inquiries from potential employers will reflect that Employee retired. In addition, Employee shall continue to have the same rights as other members of the general public to visit the Capitol and Capitol grounds.

3. Representations.

a. Employee warrants that she has not filed any claim against Releasees except the Action and has not made or caused to be made any assignment of any claim or cause of action covered by her releases set forth herein. Employee agrees to defend, indemnify and hold Releasees harmless from any and all claims based on or in connection with or arising out of any such assignment or transfer made, purported, or claimed.

b. Employee represents and acknowledges that in executing this Agreement she does not rely on and has not relied on any representation or statement not set forth herein made by Employer or its agents, employees, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement.

4. Confidential Information. In discovery in the Action, Employee received documents containing the Social Security numbers of other Employees. These documents are: CSA01768, CSA01769, CSA01770, CSA01773, CSA00487, CSA00488, CSA00489, CSA01763, CSA01764 and CSA01765. Employee agrees to maintain strict confidentiality as to these numbers and any other such Social Security numbers received in discovery.

5. **Future Employment.** Employee agrees she will not seek employment with the Employer in the future, and should she seek future employment with the Employer, Employer shall have the right to reject such application without consideration.

6. **Covenant Not to Sue; Attorneys' Fees.** Except the Action, Employee agrees not to institute or cause to be instituted any action in any state and/or federal court or before any local, state or federal governmental entity arising from or attributed to any action or omission covered by the releases contained herein, including the employment of Employee with Employer and termination thereof. Employee agrees to dismiss the Action with prejudice. Employee recognizes and acknowledges that this Agreement may be pleaded as a full and complete defense and may be used as a basis for an injunction against any claim, action, administrative proceeding, suit or other proceeding that may hereinafter be instituted, prosecuted or attempted in breach of this Agreement. Should either party to this Agreement be required to take legal action for the enforcement of any provision contained in this Agreement, the prevailing party shall, in addition to any other costs, be entitled to reimbursement for reasonable attorneys' fees and expert witness fees.

7. **Further Assurances.** Employee agrees that she will now and in the future execute any and all documents; releases, including compromises and releases in the workers' compensation forum; dismissals; satisfactions of judgment; notices; and other forms of written documentation to fulfill the terms and conditions of this Agreement.

8. **Integration of Agreement.** This Agreement sets forth the entire agreement between the parties and fully supersedes other oral and written understandings or agreements between the parties relating to the subject matter of this Agreement, and the parties agree that there shall be no amendments to this Agreement that are not set forth in writing. **The parties execute this Agreement with the full knowledge and understanding that the releases contained herein cover all possible claims against Releasees, to the fullest extent permitted by law.**

9. **Older Workers' Benefit Protection Act.** Employee understands and agrees that, by entering into this Agreement, (i) she is waiving any rights or claims she might have under the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act; (ii) she has received consideration beyond that to which she was previously entitled; (iii) she has been advised to consult with an attorney before signing this Agreement; and (iv) she has been offered the opportunity to evaluate the terms of this Agreement for not less than twenty-one (21) days prior to her execution of the Agreement. Employee may revoke the Agreement (by written notice) for a period of seven (7) days after her execution of this Agreement. For the revocation to be effective, written notice of the revocation must be provided to Employer, care of Lynda Roper, in such a manner so as to ensure its receipt by Employer no later than the end of the seventh day following Employee's execution of this Agreement. This Agreement shall become enforceable only upon the expiration of this revocation period without revocation of the Agreement by Employee. The eighth (8th) day following the execution of the Agreement by Employee without revocation of the Agreement by Employee shall be the effective date of this Agreement.

10. **Governing Law: Severability.** This Agreement shall be construed and governed by the laws of the State of California. The parties hereto further agree that if, for any reason, any provision hereof is unenforceable, the remainder of this Agreement shall nonetheless remain binding and in effect.

11. **Modifications, Amendment and Waiver.** No amendments or modifications to this Agreement shall be of any force or effect unless contained in a subsequent writing signed by each party affected by such modification. No waiver of any of the provisions hereof shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be considered one and the same instrument.

13. **Employee Acknowledgments.** Employee represents, acknowledges and warrants that: a) she has read this Separation Agreement and Release; b) she has made such investigation of the facts pertaining to the Agreement as she deems necessary; c) she understands all of the Agreement's terms; d) she is executing this Agreement freely, voluntarily and without coercion, with full knowledge of its significance and legal consequence; e) she has had time and opportunity to be represented by counsel and has had adequate opportunity to review this Agreement; f) she intends to release Releasees from any liability for the matters covered by this Agreement; and g) the only promises made to her are those contained in this Agreement.

PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: January 18, 2013.


Employee:


SUE VALENCIA

Dated: January 18, 2013.

Employer:

By:


Name: Lynda Roper

Title: Deputy Administrative Officer