

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release of all Claims ("Agreement") is made and entered into by and between **MORGAN HUNTER** ("**HUNTER**") on the one hand, and **THE CALIFORNIA SENATE** through its **RULES COMMITTEE** ("**THE SENATE**"), on the other hand, for the purpose of settling any and all claims between them.

Whereas, **HUNTER** has asserted various claims against **THE SENATE** related to her employment;

Whereas **THE SENATE** denies that there is any factual or legal basis for the claims;

Whereas **HUNTER** and **THE SENATE** (hereinafter collectively referred to as the "Parties") desire to avoid the expense and uncertainties associated with continuing the claims; and,

Whereas without admitting any wrongdoing, fault or liability of any kind, the Parties have agreed to settle all disputes and release all claims against each other and to enter into this Agreement.

In consideration of the mutual promises and covenants contained herein, and in consideration of other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties, and each of them, covenant and agree as follows:

**Section 1. Payment.** In consideration for the promises made in this Agreement, **THE SENATE** agrees to pay **HUNTER** the sum of \$3,500.00 (Three Thousand and Five Hundred Dollars) (the "settlement sum"), as follows: one check for \$1,000 less withholdings payable to "Morgan Hunter," and a second check for \$2500 without withholdings payable to "Bowman & Associates, c/o Morgan Hunter." The settlement sum represents the settlement of disputed claims and is being provided by **THE SENATE** as consideration for **HUNTER** entering into this Agreement, including the release of claims, waiver of rights and confidentiality provided for below. The Parties agree upon payment of the settlement sum, **HUNTER** has received all wages, bonus, severance, and benefits owed to her by **THE SENATE**. Payment will be made within thirty (30) days of the Effective Date of this Agreement. **HUNTER** agrees that she has not made a claim for unreimbursed expenses and hereby warrants that she does not have any unreimbursed expenses.

**HUNTER** shall be solely responsible for the reporting and payment of any state, local and/or federal income tax, if any, on any of the amounts paid pursuant to this agreement. Should it be determined by an authorized authority that the settlement sum, or any portion thereof, should be treated as taxable income, **HUNTER** agrees to assume all liability and indemnify **THE SENATE** for taxes and any costs, fees, interest, assessments, penalties, damages or other losses due to such a determination. **THE SENATE** makes no representations as to the taxability of the settlement sum or any portion thereof.

HUNTER further agrees that the consideration set forth above constitutes the entire consideration provided to her under this Agreement and that she shall not seek any further compensation or consideration from the Released Parties, or any of them, or from any other person and/or entity for any other claimed damages, costs or attorneys' fees in connection with the claims encompassed and released by this Agreement.

**Section 2. Release of All Claims and Dismissal of All Actions.** Except as set forth in this Agreement, HUNTER, on her own behalf and that of her heirs, executors, attorneys, administrators, successors, and assigns, fully releases and discharges THE SENATE, its predecessors, successors, subsidiaries, insurers, affiliates and assigns, committees, sub-committees, and its and their current and former officers, trustees, employees, attorneys, and agents, whether in their individual or official capacities (hereinafter collectively referred to as the "Released Parties"), from any and all liability, claims and demands, up to the date of this Agreement, including, but not limited to, claims relating to HUNTER's employment with THE SENATE including, but not limited to, claims, demands or actions relating thereto, arising under THE SENATE's policies and procedures, whether formal or informal; any employment contract, collective bargaining agreement, fellowship, grant, or other agreement; the United States or State of California Constitutions; the Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans With Disabilities Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; and any other federal, state or local statute, ordinance or regulation. This Release does not extend to those rights that as a matter of law cannot be waived.

**Section 3. No Future Employment.** HUNTER agrees not to apply for, nor accept, employment with THE SENATE in the future. If she breaches the promises in the previous sentence, HUNTER acknowledges that such a breach shall constitute "good cause" to immediately reject any and all employment applications, or to terminate any employment relationship with THE SENATE.

**Section 4. Unknown or Different Facts or Law.** HUNTER acknowledges that she may discover facts or law different from, or in addition to, the facts or law she knows or believes to exist with respect to a Released Claim. She agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

**Section 5. California Civil Code Section 1542 Waiver.** HUNTER expressly acknowledges and agrees that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code, 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.

**HUNTER** acknowledges that she has read all of this Agreement, including the above Civil Code section, and that she fully understands both the Agreement and the Civil Code section. **HUNTER** expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

**Section 6. Representations.** Each signatory hereto warrants that she/he/it is legally competent and/or authorized to execute this Agreement and has not relied on any statements or explanations in connection therewith. Moreover, each party hereby acknowledges that she/he/it has been afforded the opportunity to be advised by legal counsel regarding the terms of this Agreement, including the release of all claims and waiver of rights.

**Section 7. No Admissions.** This Agreement shall not be admissible in any proceeding as evidence of improper action by any party. **THE SENATE** denies that there is any basis for **HUNTER's** actual or threatened claims. No party admits any wrongdoing, fault or liability of any kind.

**Section 8. Attorneys' Fees and Costs.** Each party to this Agreement shall bear his/her/its own attorneys' fees and costs.

**Section 9. Waiver.** No provision of this Agreement may be waived unless in writing and signed by all the parties to this Agreement. Waiver of any one provision shall not constitute waiver of any other provision.

**Section 10. Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if the Parties mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

**Section 11. Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

**Section 12. Modification or Amendment.** This Agreement or any of its provisions may be modified or amended only by written agreement of all the Parties to this Agreement.

**Section 13. Knowledge, Capacity and Authority.** **HUNTER** represents and warrants that she had the opportunity to have counsel explain the contents of this Agreement to her. **HUNTER** represents that she understands the contents of this Agreement and that she executed it knowingly and voluntarily and understands that after executing it she cannot proceed against any Releasee on account of the matters referred to herein. Each party to this Agreement represents and warrants that she/he/it has the authority and capacity to execute this Agreement.

**Section 14. Confidentiality.** **HUNTER** agrees that she will not hereafter directly or indirectly disclose the terms or amount of this agreement unless required by law. If asked, **HUNTER** will respond to requests for information regarding the terms of this Agreement by stating words to the effect that "The matter has been resolved." Notwithstanding the foregoing, for legitimate business reasons, **HUNTER** may disclose the fact of this Agreement and the Settlement Sum to her spouse/partner, accountants, legal counsel, state or federal taxing

authorities, or in such other circumstances as disclosure is required by federal, state, or local statute or regulation. Nothing herein limits HUNTER's responsibility to respond truthfully if subject to subpoena or other legal process.

**Section 15. Execution and Delivery.** This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. For purposes of this section, an executed facsimile or pdf copy of the Agreement may be "delivered" by one party to the other, provided that the original executed copy of the same is provided to the receiving party within ten (10) calendar days of said "delivery" of said executed facsimile or pdf copy.

**Section 16. Cooperation.** The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

**Section 17. Interpretation; Construction.** The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing THE SENATE, but HUNTER and her counsel have participated in the negotiation of its terms. HUNTER acknowledges she has had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.


**Section 18. Entire Agreement.** This Agreement incorporates the entire understanding between the Parties and recites the whole consideration for the promises exchanged herein. It fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement has been orally amended or modified.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

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

Dated: 3/15/17

Dated: 3/20/17

  
MORGAN HUNTER

  
THE SENATE