

## AGREEMENT AND GENERAL RELEASE

This Agreement and General Release ("Agreement") is made and entered into by and between LAURA CERVANTES MYERS ("MYERS") and the CALIFORNIA STATE SENATE, THROUGH THE SENATE RULES COMMITTEE ("THE SENATE").

### RECITALS

WHEREAS, MYERS was formerly employed by THE SENATE; and

WHEREAS, MYERS filed a civil action presently pending in the Superior Court of California, County of Sacramento, Case Number 34-2008-00029843, alleging claims of sexual harassment, failure to prevent sexual harassment, retaliation, constructive termination, disability discrimination, and wage and hour violations (hereafter the "Lawsuit"); and

WHEREAS, MYERS and THE SENATE, in order to avoid the costs, uncertainty, and operational burden of a further dispute, desire to settle, fully and finally, all of MYERS' alleged claims against THE SENATE as well as any such alleged claims against any current or former Senators, officers, agents, consultants, attorneys, and/or employees (hereinafter "agents"), and in no way limited to claims described or raised at the time of this Agreement;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Effective Date. The Effective Date of the Agreement shall be the date on which MYERS and her attorney and THE SENATE'S Director of Personnel, Dina Hidalgo, and counsel for THE SENATE, sign this Agreement.

2. Dismissal Of Suit. MYERS agrees to dismiss the Lawsuit and each and every cause of action therein, with prejudice, within ten (10) days of her counsel's receipt of the Consideration defined and set forth in Paragraph 3 below.

3. Consideration. THE SENATE, within thirty (30) days of the execution of this agreement by both parties shall with best efforts provide to MYERS the following consideration: the total sum of Fifty One Thousand Six Hundred Dollars (\$51,600.00).

4. Waiver of Re-Employment. MYERS agrees that by her signature on this Agreement, she promises not to seek or accept future employment with THE SENATE. The Rules Committee of THE SENATE, in its sole and absolute discretion, may waive this provision. This shall not prevent future employment with the State of California.

5. Covenant Not to Sue. MYERS represents that neither she, nor anyone acting on her behalf, has now pending any administrative agency claim or charge or complaint in civil litigation against THE SENATE or its Agents or the present or former agents or employees of any of them with any state or federal agency or court. MYERS agrees that neither she nor anyone acting on her behalf will assert or advance any such claim, charge or complaint, arising in whole or in part out of any act or omission occurring on or before the date she executes this Agreement.

6. Release of All Claims by MYERS. As a material inducement to THE SENATE to enter into this Agreement, MYERS hereby irrevocably and unconditionally releases and forever discharges THE SENATE and all persons acting by, through, under or in concert with THE SENATE or its agents from any and all charges, claims, liabilities, obligations, promises, grievances, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses

(including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which MYERS may now have or has ever had against THE SENATE or its agents arising from acts or omissions occurring, in whole or in part, on or before the Effective Date of this Agreement. This Agreement specifically covers, but is not limited to, any and all claims arising from or related to MYERS' employment with THE SENATE, all Claims and Causes of Action, including but not limited to claims under the California Constitution, federal, state, or local laws prohibiting employment discrimination, harassment or retaliation (among others, Title VII of the Civil Rights of 1964, as amended by the Civil Rights of 1991, 42 U.S.C., § 2000e, et seq., the California Fair Employment and Housing Act, Cal. Gov't Code § 12940, et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.), and federal, state or local laws pertaining to leaves of absence (California Family Rights Act, Cal. Gov't Code § 12945.2, et seq.), any claims alleging defamation or harm to personal reputation, or under any applicable wage and hour law or anti-retaliation law, including, but not limited to, the California Labor Code and the Fair Labor Standards Act or any law, regulation, or ordinance whatsoever, or any claim whatsoever.

7. Waiver of Civil Code Section 1542. MYERS expressly waives and relinquishes any rights and benefits afforded her by Section 1542 of the California Civil Code and does so understanding and acknowledging the significance and consequences of such a waiver. Section 1542 of the California Civil Code states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release,

which if known by her must have materially affected her settlement with the debtor.”

Thus, notwithstanding the provisions of Section 1542 and for the purpose of implementing a full and complete release and discharge of THE SENATE and its agents as set forth in Paragraph 5 above, MYERS expressly acknowledges that (a) this Agreement is intended to include in its effect, without limitation, all claims, causes of action or grievances against THE SENATE or its agents which she does not know or suspect to exist in her favor at the time she executes this Agreement, and (b) that this Agreement contemplates the extinction of any such claim, cause of action, or grievance.

8. Attorneys' Fees And Costs. It is agreed by the parties and their attorneys that MYERS and THE SENATE will each be responsible for paying their own respective attorneys' fees and costs incurred in connection with the Lawsuit and any fees or costs related to finalizing this Agreement.

9. Voluntary Agreement. MYERS expressly warrants that she has been supplied with, has read and has had an opportunity to discuss the terms of the Agreement with legal counsel of her own choosing and further warrants that she fully understands the content and effect of this document, approves and accepts the terms and provisions of this Agreement, agrees to be bound thereby, and signs the same of her own free will. MYERS agrees that in signing this Agreement, she has not relied on any representation not set forth herein. The parties agree that because the terms of this Agreement have been fully negotiated by legal counsel for the parties hereto, the statutory presumption regarding interpretation against the drafter of any agreement does not apply. MYERS further acknowledges that she enters into this Agreement

freely and voluntarily and is not acting under coercion, duress, menace, economic compulsion, nor is she entering into this Agreement because of any supposed disparity in bargaining power; rather, she is freely and voluntarily signing this Agreement for her own benefit.

10. Modification. Any modification of the terms of this Agreement must be made in writing and signed by all parties to this Agreement.


11. Severability. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be automatically conformed to the law, if possible, or deemed not to be a part of the Agreement, if not.

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

Dated: ~~June~~ July 22, 2009

By   
LAURA CERVANTES MYERS

Dated: ~~June~~ July 31, 2009

CALIFORNIA STATE SENATE  
By   
~~DOUG BALCO~~, through the Senate  
Rules Committee  
SECRETARY OF THE SENATE

APPROVED AS TO FORM:

Dated: June 26, 2009

RECEIVED

LAPLANTE, SPINELLI, DONALD & NOTT

By: \_\_\_\_\_

JOHN LAPLANTE  
Attorneys for  
LAURA CERVANTES MYERS

APPROVED AS TO FORM:

Dated: ~~June~~ July 21, 2009

July

LAW OFFICES OF JOHN ADKISSON

By: \_\_\_\_\_

JOHN D. ADKISSON  
Attorneys for THE  
CALIFORNIA STATE SENATE,  
THROUGH THE SENATE RULES  
COMMITTEE