

CONFIDENTIAL AGREEMENT AND GENERAL RELEASE

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

RECITALS

WHEREAS, RYNN is employed by THE SENATE at the time of this Agreement, and voluntarily resigned from her employment under the terms of this Agreement; and

WHEREAS, RYNN has asserted her contention that she possesses certain rights and claims as a result of her employment and voluntary resignation; and

WHEREAS, THE SENATE denies the existence of any and all of RYNN'S claims and denies that THE SENATE has in any way acted contrary to law with respect to RYNN;

WHEREAS, RYNN 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 RYNN'S 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, and without admission of any liability or potential liability of THE SENATE, the parties agree as follows:.

1. **Effective Date.** The Effective Date of the Agreement shall be the date on which RYNN and her attorney and THE SENATE'S Chief Executive Officer, Greg Schmidt, and the SENATE'S attorney, sign this Agreement.

2. **Consideration.**

A. RYNN'S paid leave was exhausted on November 5, 2007. THE SENATE shall keep her on the payroll for an additional fourteen (14) work weeks effective November 5, 2007. Payroll payments made for dates between November 5, 2007, and the effective date of this Agreement shall be considered part of the fourteen (14) work weeks described herein.

B. Per THE SENATE'S normal past practice, RYNN will be paid salary and health benefits during the 14 weeks, but will not accrue vacation, sick leave, or other leaves or special policy benefits available to regular employees who are actually performing their jobs or who or on earned leaves.

C. No costs, fees, or other cash or other payments will be paid by the SENATE or by RYNN.

D. As described further below, RYNN will waive and release THE SENATE, to the fullest extent allowed by law, for any and all claims or potential claims which RYNN may have, whether known or unknown.

E. As part of the consideration for the release, Senator McClintock will provide a highly positive letter of recommendation for RYNN to recognize her service to him and to THE SENATE. No oral recommendations or references will be made without a prior written release from RYNN based on particular inquiries by particular potential employers.

F. This Agreement will acknowledges that at the time of the settlement agreement, RYNN remained an employee in good standing with THE SENATE and had been given the option of returning to her position. The termination of employment is accurately described as a "resignation" and RYNN waives any return rights and confirms that she will not seek re-employment with any SENATE office without the prior written approval of the Senate Rules Committee, which approval may be withheld for any or no reason at the sole discretion of the Senate Rules Committee. RYNN will agree to refrain from any contact whatsoever with

Senator McClintock's office without prior notice to and permission from the Senate Rules Committee.

3. **Waiver of Re-Employment.** RYNN 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.

4. **Covenant Not to Sue.** RYNN 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. RYNN 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.

5. **Release of All Claims by RYNN.** As a material inducement to THE SENATE to enter into this Agreement, RYNN 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 RYNN 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 RYNN'S 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.

6. **Waiver of Civil Code Section 1542.** RYNN 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 him 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, RYNN 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.

7. **Attorneys' Fees.** In the event any action, proceeding or claim is brought or asserted by any party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred.

8. **Voluntary Agreement.** RYNN 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. RYNN 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. RYNN 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.

9. **ADEA Provision:** RYNN acknowledges that she enters into this Agreement of her own free will; that THE SENATE has encouraged her to and she has discussed this Agreement with an attorney of her choosing; and has encouraged her to review this document thoroughly. RYNN understands that, under the federal Age Discrimination in Employment Act, she has 21 (twenty-one) days from receipt of this Agreement to sign it. RYNN may sign the Agreement sooner in order to invoke the protections and benefits of the Agreement immediately. If she does so, she acknowledges with her own signature that the decision to sign the Agreement before the expiration of 21 (twenty-one) days was hers and hers alone and that, as a result, she has voluntarily waived the 21-day consideration period.

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: December 20, 2007

By: 

MICHELLE RYNN

Dated: December __, 2007

By: _____

GREG SCHMIDT
on behalf of THE CALIFORNIA STATE
SENATE, THROUGH SENATE RULES
COMMITTEE

APPROVED AS TO FORM

Dated: ~~December~~ __, 2007

By: _____

DAVID BERNSTEIN
Attorneys for MICHELLE RYNN

APPROVED AS TO FORM:

January 25
Dated: ~~December~~ __, 2008

By: 

JOHN D. ADKISSON
HANSON, BRIDGETT, MARCUS,
VLAHOS & RUDY, LLP
Attorneys for THE CALIFORNIA STATE
SENATE, THROUGH SENATE RULES
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CLAIMS.**

Dated: December 20, 2007

By: _____

MICHELLE RYNN

Dated: December ____, 2007

By: _____

GRIG SCHMIDT
on behalf of THE CALIFORNIA STATE
SENATE, THROUGH SENATE RULES
COMMITTEE

APPROVED AS TO FORM

Dated: December ____, 2007

By: _____

DAVID BERNSTEIN
Attorneys for MICHELLE RYNN

APPROVED AS TO FORM:

Dated: December ____, 2007

By: _____

JOHN D. ADKISSON
HANSON, BRIDGETT, MARCUS,
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Attorneys for THE CALIFORNIA STATE
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Dated: December 20, 2007

By: _____

MICHELLE RYNN

Dated: December __, 2007

By: _____

GREG SCHMIDT
on behalf of THE CALIFORNIA STATE
SENATE, THROUGH SENATE RULES
COMMITTEE

APPROVED AS TO FORM

Dated: December 2-4-08, 2007

By: _____

DAVID BERNSTEIN
Attorneys for MICHELLE RYNN

APPROVED AS TO FORM:

Dated: December __, 2007

By: _____

JOHN D. ADKISSON
HANSON, BRIDGETT, MARCUS,
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Attorneys for THE CALIFORNIA STATE
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