

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims ("Agreement") is made and entered into by and between Enedina Hidalgo ("Ms. Hidalgo") and the California State Senate, by and through the Senate Rules Committee ("the Senate") (collectively, "the Parties").

RECITALS

- A. Ms. Hidalgo has been and remains employed by the Senate.
- B. The Parties wish to avoid any dispute regarding Ms. Hidalgo's past or continued employee services and, therefore, have negotiated a full and final settlement of all differences between them.
- C. The Parties hereby memorialize that settlement as set forth below.

AGREEMENT

1. **Consideration.** In consideration for the promises contained in this Agreement, the Parties agree as follows:
 - a. Ms. Hidalgo shall maintain her title and classification as Human Resources Director, with her current pay and benefits, through October 15, 2014, after which date she shall no longer be employed by the Senate. Ms. Hidalgo shall perform her duties pursuant to this paragraph in a professional and satisfactory manner in accordance with the rules and policies of the Senate, continuing under the direction of the Secretary of the Senate and the Senate Committee on Rules.
 - b. Ms. Hidalgo shall be paid \$85,400 for her accumulated sick leave and for her attorney's fees within 30 days of her separation on October 15, 2014, or upon expiration of the 7-day revocation period described in Paragraph 17, whichever is later, by check made payable to Ms. Hidalgo and delivered to her attorney, Jennifer E. Duggan. Ms. Hidalgo's entitlement to this payment shall be contingent upon her execution of a separate Final Release, in the form set forth as Attachment "A" to this Agreement, covering the period from the execution of this Agreement to the execution of the Final Release, inclusive.

- c. Ms. Hidalgo agrees that the payment made pursuant to subparagraph (b) of this paragraph shall satisfy all claims that she may have for sick leave related to her employment by the Senate, that no sick leave shall be used to accumulate additional service credit towards her retirement, and that she shall assert no further claim to be compensated for sick leave.
- d. The Senate shall not suspend Ms. Hidalgo for any act or omission committed prior to the execution of this Agreement.
- e. Ms. Hidalgo shall announce her October 15, 2014, separation date from the Senate on September 16, 2014. The Senate shall make no announcement regarding Ms. Hidalgo's separation of employment until at least 24 hours after Ms. Hidalgo makes her announcement. Any records pertaining to the date of Ms. Hidalgo's retirement shall be maintained privately as a personnel record to the extent permitted by law.
- f. Ms. Hidalgo understands and agrees that she shall not seek employment with the Senate in the future. Nothing in this Agreement shall restrict Ms. Hidalgo from accepting employment as an employee, or work as an independent contractor, if it is offered to her by the Senate. The Senate, in its discretion, may waive this provision.
- g. In response to any request made pursuant to the Legislative Open Records Act for records relating to any Senate investigation relating to Ms. Hidalgo, or to any communication from any investigator hired by the Senate relating to Ms. Hidalgo, the Senate will seek to protect those records from disclosure to the maximum extent permitted under the Legislative Open Records Act. The Senate shall produce records described in this subparagraph only as required by law or by court order.
- h. In response to press or other inquiries regarding the investigations identified in subparagraph (g) of this paragraph, the Senate shall state that the issue is a private personnel matter and that any records related to those investigations will not be released, and shall not otherwise address Ms. Hidalgo or her conduct in this connection.
- i. The above consideration represents the settlement of all differences between Ms. Hidalgo and the Senate relating to, or arising from, Ms. Hidalgo's employment with the Senate or separation therefrom, including all alleged or potential claims against the Senate, any current or former Senators, or any of the Senate's current or former officers, agents, consultants, attorneys, or employees (collectively, the Senate's "Agents").
- j. Ms. Hidalgo agrees that the consideration set forth above constitutes the entire consideration provided to her under this Agreement and due to her from the Senate, and that Ms. Hidalgo shall not seek any further

compensation or consideration from the Senate or its Agents in connection with Ms. Hidalgo's employment with the Senate or Ms. Hidalgo's separation therefrom, for any act or omission by the Senate or its Agents up to and including the date this Agreement is executed by Ms. Hidalgo (the "Execution Date").

- k. Ms. Hidalgo agrees to not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, concerning the subjects addressed by this Agreement that disparage, defame, criticize, or in any way cast a negative light on the Senate, or any of its Agents. The Senate agrees to instruct appropriate Agents within administrative departments of the Senate not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, concerning the subjects addressed by this Agreement that disparage, defame, criticize, or in any way cast a negative light on Ms. Hidalgo, except as to any testimony that may be required by law.
2. **Release of All Claims.** Ms. Hidalgo, on her own behalf and that of her representatives, heirs, successors, and assigns, does hereby completely release and forever discharge the Senate, and its Agents, from and against all claims, rights, demands, actions, obligations, liabilities, and causes of action, of any and every kind, nature, and character whatsoever that Ms. Hidalgo has now, has ever had, or may have in the future against the Senate or its Agents, based on any acts or omissions by the Senate or its Agents, as of the Execution Date of this Agreement, including, but not limited to, any and all claims arising out of Ms. Hidalgo's rendering of services to the Senate or the separation of Ms. Hidalgo's employment, including, but not limited to, any and all claims, whether based on tort, contract, or any federal, state, or local law, statute, or regulation or based on or related to the Constitutions of the United States and California, the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Amendment Acts; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; and the California Labor Code (collectively, the "Released Claims"), to the fullest extent allowed at law.
3. **No Legal Action.** Ms. Hidalgo represents that she has not filed, initiated, or caused to be filed or initiated any legal action covering any Released Claims and agrees that Ms. Hidalgo will never file, initiate, or cause to be filed or initiated, at any time after the Execution Date of this Agreement, any claim, charge, suit, complaint, action, or cause of action, in any state or federal court or before any state or federal administrative agency, based in whole or in part on any Released Claims. Ms. Hidalgo further agrees to indemnify and hold the Senate and its Agents harmless from and against any and all claims, demands, causes of action, damages, or liability, including the cost of defense and reasonable attorney's fees, arising out of or in connection with, any action, suit, proceeding, investigation,

complaint, claim, grievance, or charge commenced, aided, maintained, or prosecuted by Ms. Hidalgo contrary to the terms of this Agreement.

4. **Unknown or Different Facts or Law.** Ms. Hidalgo acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she knows or believes to exist with respect to any matter referenced herein. Ms. Hidalgo agrees, nonetheless, that this Agreement and the release contained in it shall be and remain effective in all respects notwithstanding the different or additional facts or law.

5. **California Civil Code Section 1542 Waiver.** The release described in Paragraph 2 is intended to be complete and final and to cover not only claims, demands, liabilities, damages, actions, and causes of action which are known, but also those which are unknown or which Ms. Hidalgo does not suspect to exist in her favor, which, if known at the time of executing this Agreement, might have affected Ms. Hidalgo's actions. Therefore, Ms. Hidalgo expressly acknowledges and agrees that the release contained in this Agreement includes a waiver of all rights under 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.

6. **Costs and Expenses.** Except as provided in Paragraphs 1 and 3 above, the Parties agree that each Party shall be responsible for the payment of her/its own costs, attorney's fees, and all other expenses in connection with the negotiation of this Agreement or any of the Released Claims.

7. **No Admissions.** It is understood and agreed that this is a compromise settlement of doubtful and disputed claims, or potential disputed claims, and the furnishing of the consideration for this Agreement shall not be deemed or construed as an admission of liability or responsibility at any time for any purpose. This Agreement shall not be admissible in any proceeding as evidence of improper action, wrongdoing, fault, or liability by either of the Parties.

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

9. **Counterparts.** This Agreement may be executed in one or more counterparts or duplicate originals, all of which, taken together, shall constitute one and the same instrument. Facsimile or electronic signatures shall be equally binding as originals.
10. **Knowledge, Capacity, and Authority.** The Parties each acknowledge that they have entered into this Agreement voluntarily, without coercion, and on the basis of their own judgment and not in reliance on any representation or promises made by the other party, other than those contained in this Agreement. This Agreement recites the sole consideration for the promises exchanged in this Agreement. Each party has read this Agreement and is fully aware of its contents and legal effect. Each person executing this Agreement warrants that he or she holds the position indicated beneath his or her signature and that he or she has been duly authorized to execute this Agreement.
11. **Legality, Survival, and Binding Effect.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. This Agreement shall survive the performance of the specific arrangement herein. This Agreement is binding on and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.
12. **Amendments.** The Parties understand and agree that this Agreement may be amended or modified only by a signed writing and may not be amended or modified orally.
13. **Interpretation and Construction.** The headings of this Agreement are for convenience of reference only and shall not limit the interpretation of this Agreement. This agreement has been drafted by legal counsel representing the Senate, but Ms. Hidalgo has participated in the negotiation of its terms. Ms. Hidalgo acknowledges she has had an opportunity to review each term of this Agreement with legal counsel of her choosing and, therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.
15. **Jurisdiction and Venue.** Any dispute arising from this Agreement shall be decided solely and exclusively by the Superior Court of the State of California, County of Sacramento.

16. **Older Workers' Benefit Protection Act and Age Discrimination in Employment Act of 1967.** Ms. Hidalgo understands the rights afforded under the Age Discrimination in Employment Act of 1967, and agrees that she shall not file any claim or action against the Senate or its Agents based on any alleged violation(s) of the Age Discrimination in Employment Act with respect to any act or omission by the Senate or its Agents, up through the Execution Date of this Agreement. Ms. Hidalgo hereby waives any right to assert any claim for relief available under the Age Discrimination in Employment Act, including, but not limited to, back pay, attorney's fees, damages, lost benefits, reinstatement, or injunctive relief for any act or omission by the Senate and/or its Agents up through the Execution Date of this Agreement. Ms. Hidalgo further understands and acknowledges that she has been advised to consult with an attorney prior to executing this Agreement.
17. **Response Period.** Ms. Hidalgo understands and agrees that she has a period of twenty-one (21) calendar days to consider this Agreement. Ms. Hidalgo further acknowledges, understands, and agrees that if she executes this Agreement prior to the expiration of this twenty-one (21) day period, the decision to do so is hers and hers alone, and that as a result, she has voluntarily, knowingly, and willingly waived the twenty-one (21) day period. Ms. Hidalgo further acknowledges, understands, and agrees that this Agreement shall not become effective or enforceable until seven (7) calendar days after it is executed by her and that during that seven (7) calendar day period Ms. Hidalgo may revoke this Agreement. Ms. Hidalgo agrees to deliver or cause to be delivered any such revocation in writing to Diane Boyer-Vine, Office of Legislative Counsel, State Capitol, Room 3021, Sacramento, CA 95814, within seven (7) calendar days of the Execution Date of this Agreement. Ms. Hidalgo further understands and agrees that any such revocation of this Agreement by her shall render this Agreement wholly null and void.
18. **Entire Agreement.** This Agreement incorporates the entire understanding and agreement of the Parties concerning its subject matters and supersedes all prior agreements and understandings concerning such subject matters.

PLEASE READ CAREFULLY:

THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

Dated: September 16, 2014

[Redacted Signature]

Eneida ("Dina") Hidalgo

Dated: 9/16/14

[Redacted Signature]

Gregory P. Schmidt, Secretary of the Senate
On behalf of the Senate Committee on Rules

APPROVAL AS TO FORM

Dated: 09/16/14



for Jennifer Duggan

Jennifer E. Duggan
Counsel for Enedina ("Dina") Hidalgo

Dated: 09/16/14



Diane Boyer-Wine, Legislative Counsel,
Counsel for Senate Committee on Rules

ATTACHMENT "A"

Final Release of All Claims

1. Enedina Hidalgo, on her own behalf and that of her representatives, heirs, successors, and assigns, does hereby completely release and forever discharge the California State Senate, by and through the Senate Rules Committee ("the Senate"), and any current or former Senators, or any of the Senate's current or former officers, agents, consultants, attorneys, or employees (collectively, the Senate's "Agents"), from and against all claims, rights, demands, actions, obligations, liabilities, and causes of action, of any and every kind, nature, and character whatsoever that Ms. Hidalgo has now, has ever had, or may have in the future against the Senate or its Agents, based on any acts or omissions by the Senate or its Agents occurring up to and including the date this Final Release is executed by Ms. Hidalgo, including, but not limited to, any and all claims arising out of Ms. Hidalgo's rendering of services to the Senate or the separation of Ms. Hidalgo's employment, including, but not limited to, any and all claims, whether based on tort, contract, or any federal, state, or local law, statute, or regulation or based on or related to the Constitutions of the United States and California, the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Amendment Acts; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; and the California Labor Code, to the fullest extent allowed at law.

2. Ms. Hidalgo understands the rights afforded under the Age Discrimination in Employment Act of 1967, and agrees that she shall not file any claim or action against the Senate or its Agents based on any alleged violation(s) of the Age Discrimination in Employment Act with respect to any act or omission by the Senate or its Agents, up through the date this Final Release is executed. Ms. Hidalgo hereby waives any right to assert any claim for relief available under the Age Discrimination in Employment Act, including, but not limited to, back pay, attorney's fees, damages, lost benefits, reinstatement, or injunctive relief for any act or omission by the Senate and/or its Agents up through the date this Final Release is executed. Ms. Hidalgo further understands and acknowledges that she has been advised to consult with an attorney prior to executing this Final Release.

3. Ms. Hidalgo understands and agrees that she has a period of twenty-one (21) calendar days to consider this Final Release. Ms. Hidalgo further acknowledges, understands, and agrees that if she executes this Final Release prior to the expiration of this twenty-one (21) day period, the decision to do so is hers and hers alone, and that as a result, she has voluntarily, knowingly, and willingly waived the twenty-one (21) day period. Ms. Hidalgo further acknowledges, understands, and agrees that this Final Release shall not become effective or enforceable until seven (7) calendar days after it is executed by her and that during that seven (7) calendar day period Ms. Hidalgo may revoke this Final Release. Ms. Hidalgo agrees to deliver or cause to be delivered any such revocation in writing to Diane Boyer-Vine, Office of Legislative Counsel, State Capitol,

Room 3021, Sacramento, CA 95814, within seven (7) calendar days of the date this Final Release is executed. Ms. Hidalgo further understands and agrees that any such revocation of this Final Release by her shall render this Final Release wholly null and void.

4. Ms. Hidalgo acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she knows or believes to exist with respect to any matter referenced herein. Ms. Hidalgo agrees, nonetheless, that this Final Release shall be and remain effective in all respects notwithstanding the different or additional facts or law.

5. This Final Release is intended to be complete and final and to cover not only claims, demands, liabilities, damages, actions, and causes of action which are known, but also those which are unknown or which Ms. Hidalgo does not suspect to exist in her favor, which, if known at the time of executing this Final Release, might have affected Ms. Hidalgo's actions. Therefore, Ms. Hidalgo expressly acknowledges and agrees that this Final Release includes a waiver of all rights under 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.

PLEASE READ CAREFULLY:

THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

Dated: _____

Enedina ("Dina") Hidalgo

Dated: _____

Gregory P. Schmidt, Secretary of the Senate
On behalf of the Senate Committee on Rules

APPROVAL AS TO FORM

Dated: _____

Jennifer E. Duggan
Counsel for Enedina ("Dina") Hidalgo

Dated: _____

Diane Boyer-Vine, Legislative Counsel,
Counsel for Senate Committee on Rules