

RELEASE OF ALL CLAIMS

Plaintiff CLAUDIA MACIAS ("Plaintiff" or "Macias") filed suit against Defendants LISA FILIPPINI, BILL MORONES, and BRIAN MILLER (collectively "Defendants") in the U.S. District Court for the Eastern District (Case No. 1:17-CV-01251) (the "Lawsuit") arising from incidents and injuries that allegedly occurred while Plaintiff's son was a student within the Gustine Unified School District. Plaintiff and Defendants shall also be referred to collectively or individually as the "Parties" or "Party."

Plaintiff, by and through this Release of All Claims (the "Release"), and in and for consideration of the payment of Settlement Proceeds described herein, agree to the following terms and conditions and forever discharge and release Defendants from all claims and damages, as more fully set forth herein.

A. WAIVER, RELEASE, AND INDEMNIFICATION

1. Waiver and Release. Plaintiff, on behalf of herself and her heirs, guardians, executors, administrators, successors, agents, and assigns (collectively, the "Releasors"), for sole consideration of **SIXTY-FIVE THOUSAND & 00/100 DOLLARS (\$65,000.00)** (the "Settlement Proceeds"), hereby release, acquit, and forever discharge Defendants and their agents, employees, contractors, officers, affiliates, servants, successors, assignees, claims administrators, insurers, boards and board members, joint powers authorities and their boards, attorneys, heirs, executors, successors, assigns, and all other persons, firms, corporations, associations or partnerships (collectively, "Releasees") of and from any and all claims, actions, causes of action (whether based on tort, contract, or other theory of recovery), demands, obligations, rights, damages (including but not limited to general, special, equitable, treble and punitive damages), costs, loss of service, loss of benefits, debts, liens, attorneys' fees, expenses, losses, and liabilities, of whatever kind or nature (collectively, "Claim(s)"), which Releasors now have or which may accrue hereafter, on account of or in relation to any and all known, unknown, foreseeable, and unforeseeable injuries and consequences resulting from or in any way arising out of, whether in whole or in part, any acts, omissions, or incidents involving Releasees, Releasor, and/or their premises or property, and any matters relating to, alleged in, or otherwise set forth in connection with the Lawsuit (collectively, the "Incident(s)").

Plaintiff understands and acknowledges that she may have suffered injuries or damages that are unknown to her at present; that unknown complications of presently known injuries and injuries that have not yet manifested or may not currently exist, may arise, develop, or be discovered in the future, including but not limited to subsequent death or disability; and that injuries sustained by Plaintiff are or may be permanent and progressive and recovery therefrom is uncertain and indefinite. In making this Release, Plaintiff acknowledges and agrees that she is waiving and releasing, and therefore will be barred from asserting, any and all claims for any such injuries, whether they are now known or suspected or may develop or arise in the future, and that Plaintiff intends these consequences, even as to claims for damages or injuries that may exist as of the date of this release, but that Plaintiff do not know exist, and if known, would materially affect Plaintiff's decision to execute this Release.

It is further understood and agreed that, by making this Release, Plaintiff hereby expressly waives any and all rights under Section 1542 of the Civil Code of California, and any similar law of any state or territory of the United States. Section 1542 reads 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.

2. Liens and Third Party Claims. Plaintiff acknowledges and agrees that she and her attorneys are in the best position to determine whether any lien obligations for reimbursement or payment exists, based on Plaintiff's entitlement, or lack thereof, to any benefits and their actual receipt, if any, of such benefits, in relation to any injuries arising out of the Incidents, and if such obligation exists, to ensure that such interests and liens are properly considered, and satisfied, discharged, or otherwise resolved.

(a) Medicare and Medicaid. Pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA"), as amended, Plaintiff and her attorneys represent and attest to the truth of the following: (a) there are no Medicare, Medicaid, or social security claims or liens that have been or could be claimed from or in relation to the Settlement Proceeds paid hereunder; (b) Plaintiff was not at the time of the Incident and is not currently enrolled in Medicare or Medicaid; (c) Plaintiff was not at the time of any Incidents and is not currently eligible for Medicare or Medicaid benefits; and (d) Plaintiff is not currently receiving social security disability benefits and has not received social security benefits for the last 36 months.

(b) No Liens or Claims. It is expressly warranted by Plaintiff and her attorneys that no person or entity has asserted, or could assert, any lien, claim, or right (including, but not limited to, medical and hospital liens, statutory liens, and medical insurance coverage subrogation claims) to, from, or in relation to any portion of the Settlement Proceeds paid hereunder.

To the extent that any third party, including private payors, insurers, and government agencies and payors (such as Medicaid, Medicare, the Veteran's Administration, and Tricare/CHAMPUS), has asserted, asserts, or could assert a claim, right, or interest to the Settlement Proceeds paid hereunder, or any other rights or interests (including a right of recovery or subrogation under any lien claim or theory of subrogation) in relation to any Claims or Incidents described herein, or injuries arising therefrom (including but not limited to payments made or incurred for items or services relating to such Claims, Incidents, or injuries), Plaintiff and her attorneys hereby acknowledge and agree that they are responsible for satisfying and resolving, and shall immediately satisfy and resolve, any and all such claims, rights, and interests from the payment of the Settlement Proceeds. Plaintiff further agrees to indemnify, defend, and hold harmless Releasees from and against any and all liability arising from or relating to such claims, rights, and interests, and any demands relating thereto, including, but not limited to, costs, attorneys' fees, and all other expenses incurred and payments made in connection with the defense and resolution of such claims, rights, and interests, and any other matters relating thereto.

3. Indemnification. Plaintiff represents and warrants that she has not voluntarily or involuntarily sold, assigned, transferred, hypothecated, delegated, pledged, disposed of, or encumbered, in whole or in part, any claims, rights, or obligations arising out of or relating to any Incidents described in, or Claims released pursuant to, this Release. Plaintiff further represents and warrants that no claims, actions, demands, obligations, rights, damages (including but not limited to general, special, equitable, treble and punitive damages), costs, expenses, losses, or liabilities of any kind or nature have been or could be asserted against Releasees, by any other person or entity, in connection with Plaintiff's acts, omissions, or employment with the District, or any other matters relating to the Settlement Proceeds or any Claim or Incident described herein.

Should any person or entity assert or make any claim or demand, including, but not limited to, liens, lawsuits, and any other action, arising out of or relating to any act or omission by Plaintiff, the Settlement Proceeds, or any Claim, Incident, or injury arising from any Claim or Incident described or released herein, for which Releasees are alleged to be, or may otherwise be, liable, Plaintiff hereby agrees to, and shall, indemnify, hold harmless, and defend Releasees from and against any and all claims, demands, and liability arising therefrom, including, but not limited to, any and all costs and fees (including attorneys' fees, expert fees, and legal costs), damages, expenses, and other obligations, whether monetary or nonmonetary, incurred in connection with such claims and demands (including investigating, defending against, and resolving the claims and demands), and the payment or satisfaction otherwise of such claims and demands.

B. PAYMENT AND ALLOCATION OF SETTLEMENT PROCEEDS

1. Payment. Upon execution of this Release, the total Settlement Proceeds of **SIXTY FIVE THOUSAND & 00/100 DOLLARS (\$65,000.00)** will be paid as follows: **THIRTY FIVE THOUSAND & 00/100 DOLLARS (\$35,000)** payable to "Claudia Macias"; and **THIRTY THOUSAND & 00/100 DOLLARS (\$30,000)** payable to "The Mexican American Legal Defense and Educational Fund".

Plaintiff hereby authorizes and directs the Settlement Proceeds to be paid by checks, in the dollar amount and to the payees set forth herein. All Settlement Proceed checks shall be mailed directly to Releasers' attorney, Juan Rodriguez, at the address listed in Section D3, hereinbelow.

C. DISMISSAL

Within five (5) days of receiving the Settlement Proceeds, Plaintiff, by and through her attorney, shall execute a Stipulation for Dismissal of Entire Action with Prejudice and [Proposed] Order, agreeing to and seeking the dismissal of the entire Lawsuit, including all Defendants and all claims asserted therein, *with prejudice*, with each party to bear its own costs and attorneys' fees.

Plaintiff and her attorneys agree that they shall not disburse the settlement proceeds or otherwise withdraw the funds from the attorney's trust account until and unless the Court enters an order dismissing the lawsuit in its entirety.

D. MISCELLANEOUS

1. Non-Disparagement Clause. The Parties agree that they will not directly or indirectly make, consent to, or cause any other person to make, any written or oral statement or comment or take any other action that is intended to criticize, defame, or disparage the other Party with respect to the Incidents or any other matters that may have occurred prior to the execution of this Release. This provision does not prohibit the publication of a press release or any other statement that describes accurately as allegations what is presented in the first amended complaint in the Litigation, provided that it also indicates that Defendant denies all allegations of wrongdoing.

2. Notice of Any Future Withdrawal of Consent Under Penal Code § 626.4. In the event that Gustine Unified School District (the "District") withdraws consent, under Penal Code § 626.4, for Plaintiff to be present on the District's grounds, the District shall provide Plaintiff with written notice of such withdrawal of consent, indicating the basis for, and duration of, said withdrawal, within two (2) business days of the withdrawal taking effect.

The District shall also make a good faith effort to notify Plaintiff's attorney, as identified hereinbelow, of any such withdrawal of consent within two (2) business days of it taking effect; however, Plaintiff agrees that any failure to do so by the District shall not constitute a breach of this Release and will not constitute grounds for any claim of liability or wrongdoing against the District or its employees, agents, and representatives to the extent that such failure was the result of an unintentional oversight. Plaintiff hereby provides consent to and authorizes the District to provide such notice to the attorney identified in Section D3, hereinbelow, regardless of the nature or existence of any continued relationship between Plaintiff and said attorney, and waives any and all claims against the District and its employees, agents, and representatives in connection with providing such notice, including, but not limited to, claims relating to privacy and confidentiality.

The foregoing notice provision shall automatically terminate on June 1, 2022.

3. Notices and Communications. For the purposes of this Release, all notices, payments, transmissions, and communications with the Parties shall be made as follows:

Plaintiff:
Juan Rodriguez
Mexican American Legal Defense and Education Fund
634 S. Spring Street, 11th Floor
Los Angeles, California 90014

Defendants:
Cornelius J. Callahan, Jr.
Stephanie Y. Wu
McCormick, Barstow, Sheppard, Wayte & Carruth LLP
1125 I Street, Suite 1
Modesto, California 95354

4. Jurisdiction and Venue. The United States District Court for the Eastern District shall retain jurisdiction in this matter, to enforce the terms of this Release.

5. Attorneys' Fees and Costs. Each Party shall be liable for its own attorneys' fees and costs incurred in connection with the Lawsuit and the resolution thereof.

If a Party commences any action or proceeding against another Party to enforce the provisions of this Release or to recover damages as a result of an alleged breach thereof, the prevailing Party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees and costs, expenses, investigative costs, expert fees, and any other costs of suit, from the non-prevailing Party.

6. Entire Agreement. Plaintiff warrants that no promise, inducement, or agreement not herein expressed has been made in connection with this Release. This Release contains the entire agreement between the Parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. The terms of this Release are contractual and not a mere recital and may not be altered, amended, modified, or otherwise changed in any respect, whatsoever, except by a writing duly executed by all Parties or their authorized representative.

The language of this Release shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting the Release or any specific term or condition hereof. This Release shall be deemed to have been drafted by all Parties, and no Party shall contend otherwise.

7. Severability. The provisions of this Release are severable, and if any part of it is found to be unenforceable, the other terms shall remain in full force and effect. This Release shall survive the termination of any unenforceable part or portions of this Release and shall be construed as if it did not contain such part or portion, and the rights and obligations of the Parties shall be construed and enforced accordingly.

8. No Admission of Liability. Plaintiff understands, acknowledges, and agrees that this Release is not intended to be, is not, and shall not be construed as, an admission of wrongdoing or liability by Defendants. It is understood and acknowledged that Defendants have, and continue to, contest and deny all allegations of wrongdoing asserted in the Lawsuit and deny any and all liability in connection therewith, and that this Release and settlement are the result of the compromise of a doubtful and disputed claim, and is merely intended to buy their peace and avoid the costs, further use of public resources, and financial burden on the public and the District of further litigation and trial.

9. Representations and Warranties. It is understood and acknowledged that Defendants, in making payment to Plaintiff pursuant to this Release, are reasonably relying on the representations and warranties made by Plaintiffs and their attorneys herein and that these representations and warranties are a material inducement to Defendants to make such payment as part of this Release. It is further understood and acknowledged that the undersigned, in making this Release, relies wholly upon her judgment, belief, and knowledge of the nature, extent, effect, and duration of her injuries and liability therefor, and that she has not relied upon any statement or representation of Releasees or their agents or representatives.

10. Assignments and Interests. Plaintiff warrants and represents that, except as otherwise expressly set forth elsewhere herein, no other person or entity has or has ever had any interest in the claims, demands, obligations, or causes of action that are the subject of this Release. Plaintiff further agrees that she shall not assign any of her obligations or duties under this Release, without the prior written consent of Releasees, which shall be at the latter's sole discretion.

11. Agreement Contingent upon Board Approval. This Release and the obligations of the Parties thereunder are contingent upon the final approval of the settlement and its terms by Gustine Unified School District's Board of Trustees.

12. Counterparts. This Release may be executed in two or more counterparts, which shall be deemed one and the same instrument. The Release may also be executed and transmitted by email or facsimile, which shall be deemed as, have the same full force and effect of, and be utilized in all the same respects as, an original executed document.

13. Effective Date. This Release shall become effective and binding on the date of signature by the last signatory to sign, below.

14. Authority. The undersigned persons have the sole right, full power, and exclusive authority to enter into and execute this Release.

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THIS RELEASE HAS BEEN TRANSLATED AND EXPLAINED TO HER IN ITS ENTIRETY AND, BY SIGNING BELOW, REPRESENTS THAT SHE FULLY UNDERSTANDS AND AGREES TO THE TERMS OF THIS RELEASE.

Plaintiff

DATED: May __, 2019

CLAUDIA MACIAS

Defendant

DATED: May __, 2019



LISA FILIPPINI

Defendant

DATED: May __, 2019

BILL MORONES


Defendant

DATED: May __, 2019

BRIAN MILLER

Defendant

DATED: May __, 2019



GUSTINE UNIFIED SCHOOL DISTRICT
By: Bryan Ballenger, Superintendent

ATTORNEY CERTIFICATION

The undersigned hereby certifies that: he is the attorney for Plaintiff CLAUDIA MACIAS; he has read and approved this Release in form and substance; and he has fully explained the terms and effect of this Release to Plaintiff, including but not limited to the meaning of section 1542 of the Civil Code of the State of California and the Release's coverage of all known and unknown Claims, injuries, and damages resulting from or arising from the Incidents. The undersigned also agrees to perform all of the obligations required of Plaintiff's attorney, as set forth in the Release.

MEXICAN AMERICAN LEGAL DEFENSE AND
EDUCATION FUND

DATED: _____, 2019

JUAN RODRIGUEZ
Attorneys for Plaintiff CLAUDIA

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Plaintiff

DATED: May __, 2019

CLAUDIA MACIAS

Defendant

DATED: May __, 2019

LISA FILIPPINI

Defendant

DATED: May __, 2019

BILL MORONES

Defendant

DATED: May 29, 2019

Brian A. Miller

BRIAN MILLER

Defendant

DATED: May __, 2019

GUSTINE UNIFIED SCHOOL DISTRICT
By: Bryan Ballenger, Superintendent

ATTORNEY CERTIFICATION

The undersigned hereby certifies that: he is the attorney for Plaintiff CLAUDIA MACIAS; he has read and approved this Release in form and substance; and he has fully explained the terms and effect of this Release to Plaintiff, including but not limited to the meaning of section 1542 of the Civil Code of the State of California and the Release's coverage of all known and unknown Claims, injuries, and damages resulting from or arising from the Incidents. The undersigned also agrees to perform all of the obligations required of Plaintiff's attorney, as set forth in the Release.

MEXICAN AMERICAN LEGAL DEFENSE AND
EDUCATION FUND

DATED: _____, 2019

JUAN RODRIGUEZ
Attorneys for Plaintiff CLAUDIA

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Plaintiff

DATED: May __, 2019

CLAUDIA MACIAS

Defendant

DATED: May __, 2019

LISA FILIPPINI

Defendant

DATED: May 29 2019

Bill Morones
BILL MORONES

Defendant

DATED: May __, 2019

BRIAN MILLER

Defendant

DATED: May __, 2019

GUSTINE UNIFIED SCHOOL DISTRICT
By: Bryan Ballenger, Superintendent

ATTORNEY CERTIFICATION

The undersigned hereby certifies that: he is the attorney for Plaintiff CLAUDIA MACIAS; he has read and approved this Release in form and substance; and he has fully explained the terms and effect of this Release to Plaintiff, including but not limited to the meaning of section 1542 of the Civil Code of the State of California and the Release's coverage of all known and unknown Claims, injuries, and damages resulting from or arising from the Incidents. The undersigned also agrees to perform all of the obligations required of Plaintiff's attorney, as set forth in the Release.

MEXICAN AMERICAN LEGAL DEFENSE AND
EDUCATION FUND

DATED: _____, 2019

JUAN RODRIGUEZ
Attorneys for Plaintiff CLAUDIA

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DATED: May 17, 2019

Plaintiff
Claudia Macias
CLAUDIA MACIAS

Defendant

DATED: May __, 2019

LISA FILIPPINI

Defendant

DATED: May __, 2019

BILL MORONES

Defendant

DATED: May __, 2019

BRIAN MILLER

Defendant

DATED: May __, 2019

GUSTINE UNIFIED SCHOOL DISTRICT
By: Bryan Ballenger, Superintendent

ATTORNEY CERTIFICATION

The undersigned hereby certifies that: he is the attorney for Plaintiff CLAUDIA MACIAS; he has read and approved this Release in form and substance; and he has fully explained the terms and effect of this Release to Plaintiff, including but not limited to the meaning of section 1542 of the Civil Code of the State of California and the Release's coverage of all known and unknown Claims, injuries, and damages resulting from or arising from the Incidents. The undersigned also agrees to perform all of the obligations required of Plaintiff's attorney, as set forth in the Release.

MEXICAN AMERICAN LEGAL DEFENSE AND
EDUCATION FUND

DATED: May 15, 2019

Juan Rodriguez
JUAN RODRIGUEZ
Attorneys for Plaintiff CLAUDIA