

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into as of the date of the last signature hereto by and between Deborah D. Dominguez ("Dominguez") on the one hand, and City of West Covina ("City") and Chris Chung ("Chung") on the other.

### RECITALS

- A. Dominguez was employed by City from on or about July 1, 1985 through March 29, 2014.
- B. On or about April 18, 2014, Dominguez filed an administrative claim against City alleging various wrongs under the Fair Employment and Housing Act ("FEHA") arising out of her employment at City, designated as DFEH # 240243-101955 (the "Claim").
- C. On or about August 26, 2014 Dominguez filed a Complaint in Los Angeles Superior Court captioned *Deborah D. Dominguez v. City of West Covina, Chris Chung and Does 1-25*, Case No. BC 554645, in which she alleged various causes of action arising out of her employment at City against City and former City Manager Chung, and on or about March 27, 2015, filed a First Amended Complaint against City and Chung (the "Action").
- D. On or about February 7, 2015, Dominguez filed a workers' compensation claim against City, captioned *Deborah Dominguez v. City of West Covina, et al.* Case No. ADJ9843839, in which she alleged that she suffered injury as a result of her employment with City (the "Workers Compensation Case").
- E. Dominguez, on the one hand, and City, on behalf of itself and its current and former council members, agents, employees, including but not limited to Chung, representatives, assigns, attorneys, claims administrators and insurers, on the other hand (collectively the "Parties") now desire to resolve and settle all claims, counter-claims and disputes arising from or involving Dominguez's employment with City and the filing and prosecution of the Claim, the Action and the Workers Compensation Case.
- F. The Parties agree and mutually acknowledge that this Agreement is for settlement purposes only. City and Chung have denied and continue to deny any wrongdoing in connection with the actions alleged in the Claim, the Action and the Workers Compensation Case. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute an admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties, or an admission by and of the Parties of any claim or allegations made in any claim or action against such party. This Agreement is entered into, in substantial part, to avoid the fees and expenses

associated with continued litigation of the claims and defenses asserted in the Action. The Parties agree that this Agreement shall be inadmissible as evidence of liability or damages in any forum or proceeding, and shall be admissible only for the purpose of enforcing this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises, mutual covenants and warranties set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. The Parties acknowledge that the recitals stated above are true and correct and incorporate by reference those recitals into this Agreement.

2. In consideration of this Agreement and the promises set forth herein and if Dominguez does not revoke this Agreement as described in paragraph 12 below, City shall cause Dominguez to be paid the total sum of one hundred and twenty thousand dollars (\$120,000.00) (the "Settlement Amount"). The Parties agree that the Settlement Amount does not represent payment for wage replacement or for back pay. The Settlement Amount shall be paid by way of check made payable to "Law Offices of Christopher R. Pantel Client Trust Account" and will be reflected on a Form 1099 to the Law Offices of Christopher R. Pantel. The Parties agree the Settlement Amount payment is due no later than thirty (30) days after receipt by counsel for City of the Agreement executed by Dominguez and her counsel, provided that the Revocation Period as defined by paragraph 12 below has expired.

3. Within five (5) days after receipt by counsel for Dominguez of the Agreement executed by City and Chung and the Settlement Amount, and prior to release by counsel for Dominguez of any portion of the Settlement Amount, Dominguez shall cause her attorneys to file (a) a Request for Dismissal of the Action with prejudice and transmit same to counsel for City and Chung, and (b) file a Request for Dismissal with prejudice of the Workers Compensation Case and transmit same to counsel for City. Counsel for Dominguez is not entitled to release any portion of the Settlement Amount for any reason until the Action and the Workers Compensation Case have been dismissed with prejudice.

4. City makes no representations or warranties as to any tax consequences associated with this settlement or the payment of the Settlement Amount as set forth in paragraph 2 above. Dominguez agrees that she is responsible for any taxes or other withholdings due the federal government or any state or local government entity, if any, as a result of the payment of the Settlement Amount.

5. Dominguez and her attorneys represent and covenant that they are not aware of any liens and/or pending legal claims applicable to the Settlement Amount. Dominguez agrees that she will be solely responsible to satisfy any liens or pending legal claims asserted against her or the Releasees (as defined in paragraph 8 below) as against the Settlement Amount.

6. The Parties hereto shall bear their own attorneys' fees, expenses and costs incurred in connection with all disputes arising out of, relating to or connected with Dominguez's employment by City and the termination of said employment, the prosecution and defense of the Claim, the Action and the Workers Compensation Case, and the negotiation and preparation of this Agreement.

7. Dominguez agrees not to request a recommendation of any kind from City or apply for employment in the future at any time in any capacity with City and waives and releases any right to be considered for such employment. In the event that Dominguez does request a recommendation from City or seek or obtain such employment in any capacity after the date of execution of this Agreement, it is agreed and understood that this Agreement shall constitute good cause for refusal to provide a recommendation and refusal to hire or for the termination of any such future employment.

8. Dominguez, on behalf of herself and her representatives, heirs, beneficiaries, assigns and successors-in-interest, on the one hand, and City, on behalf of itself and its current and former Council Members, agents, employees, including but not limited to Chung, representatives, assigns, successors-in-interest, attorneys, insurers and claims administrators (the "Releasees"), on the other hand, hereby mutually release and forever discharge each other from any and all claims, causes of action, actions, charges, grievances, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, disputes, controversies, payments, costs and attorneys' fees of every kind and character, known or unknown, including, but not limited to, those arising from Dominguez's employment with City (including claims for wages), the termination thereof, the Claim, the Action and the Workers Compensation Case, including, but not limited to those arising out of any claims for violation of any alleged contract, express or implied, any covenant of good faith and fair dealing, whether express or implied, any tort or any federal, state, or local statute or regulation, including, but not limited to, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement and Income Security Act, the Federal Family and Medical Leave Act, the California Family Rights Act and the California Labor Code prior to the date of this Agreement. To the extent allowed by law, Dominguez's released claims shall also include, but shall not be limited to, claims for severance pay, bonuses, sick leave, vacation, annual leave, life or health insurance, or any other fringe benefit not expressly provided for in paragraph 2 of this Agreement. Dominguez and the Releasees also release each other from any and all obligations for attorneys' fees incurred in regard to Dominguez's released claims or otherwise. Notwithstanding the foregoing, the released claims shall not include any claims based on obligations created by or reaffirmed in this Agreement, claims which expressly cannot be waived according to California Labor Code Section 2804, and claims under state workers' compensation or unemployment laws and claims which Dominguez has not expressly dismissed by way of this Agreement and cannot be waived by law.

9. Except as described below, Dominguez represents and agrees that she suffered no unreported workplaces injuries during her employment with City, and agrees not to initiate, or proceed with, any actions, causes of action, claims, charges, grievances, etc. that could be or that have been asserted against the Releasees arising out of her employment, the termination thereof, the Claim, the Action and the Workers Compensation Case, or for any other reason, in any

forum, whatsoever. To the extent that any such actions, causes of action, claims, charges, grievances, etc. are, or become, pending in any forum, Dominguez agrees to disclose such and to execute all documents necessary for the withdrawal or dismissal of such actions, causes of action, claims, etc., with prejudice, forthwith. Nothing in this Agreement shall be construed to prohibit Dominguez from filing a charge or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Dominguez hereby agrees to, and does, waive her right to recover monetary damages in any charge or lawsuit filed by Dominguez or anyone else on her behalf.

10. It is the intention of the Parties hereto that the releases entered into by the Parties as a part of this Agreement shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected prior to the date of this Agreement. In furtherance of this intention, the Parties hereby expressly waive any and all rights or benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which 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.”**

11. The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties hereto expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands and causes of action hereinabove specified. The Parties specifically agree to assume the risk of the subsequent discovery or understanding of any matter, fact or law which if now known or understood would in any respect have affected this Agreement.

12. Dominguez understands and agrees that, by entering into this Agreement, except for claims arising after the date that she signs this Agreement, (i) she is waiving any rights or claims she might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; (ii) she has received consideration beyond that to which she was previously entitled; (iii) she has been advised to consult with an attorney before signing this Agreement; and (iv) she has been offered the opportunity to evaluate the terms of this Agreement for not more than twenty-one (21) days prior to her execution of the Agreement, which period of consideration she hereby waives. Dominguez may revoke this Agreement within seven (7) calendar days of its execution (“Revocation Period”). Revocation shall not be effective unless it is communicated in writing and actually received by the City’s Counsel within seven (7) calendar days after her execution of this Agreement. Dominguez acknowledges and agrees that immaterial revisions or modifications to the Agreement do not re-start the twenty-one day review period. The Agreement shall become effective and enforceable, and payment of the Settlement Amount provided for herein shall become due, only upon the expiration of this Revocation Period without prior revocation by Dominguez.

13. Dominguez represents and agrees that she will not criticize, denigrate or otherwise disparage or cause disparagement of City (including its current and past council members, agents, employees and representatives) or Chung. City (including its current council members and management employees) and Chung represent and agree that they will not criticize, denigrate or otherwise disparage or cause disparagement of Dominguez.

14. The Parties agree that the conditions and negotiations leading to this Agreement as well as the terms of the Agreement are confidential. Dominguez agrees not to disclose or cause the disclosure of the monetary or other terms of this Agreement other than to her spouse, legal counsel, accountants, taxing authorities, and as necessary for the preparation of income tax returns or other tax-related matters. Except as provided herein, the Parties shall not disclose the nature, amount and extent of the settlement between the Parties and agree not to disseminate any such information regarding this Agreement to any persons or entities not having a right to this information, except by subpoena, valid Public Records Act request or by order of the court. If either of the Parties become aware of a subpoena or other effort by a third party to obtain disclosure of this Agreement or its terms, then the Party who becomes aware shall provide immediate notice to the other, and shall cooperate in any efforts by the other Party to keep this Agreement and the matters contained herein confidential. The Parties agree that this provision is specifically enforceable. If any party to this Agreement needs to seek court intervention to enforce this Agreement, then this confidentiality provision shall not preclude that party from submitting a copy of this Agreement to the court in aid of such enforcement. The Parties agree that in response to any inquiry about the Claim, the Action or the Workers Compensation Case, the Parties and their representatives may only state that the matter has been resolved.

15. City agrees that it will release to prospective employers or to other inquiring third parties only Dominguez's dates of employment, positions held, and final salary. Other employment information about Dominguez (including but not limited to this Agreement) will be released by City only: (a) with Dominguez's written consent; (b) to refute or defend a claim or allegation by Dominguez or to enforce this Agreement; or (c) as otherwise required by law.

16. Each of the Parties is aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of each of the Parties fully, finally and forever to settle and release all such matters, and all claims related to those matters.

17. The Parties stipulate that the court shall continue to have jurisdiction over this matter to enforce this settlement pursuant to Code of Civil Procedure section 664.6. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

18. The Parties represent and warrant that they fully understand each of the terms of this Agreement and their consequences and that they have sought the advice of counsel prior to executing this Agreement.

19. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, attorneys, representatives, executors, heirs, assigns, successors-in-interest, trusts, partnerships and joint ventures.

20. Each person executing this Agreement does hereby personally represent and warrant to the other signatories that he or she has the authority necessary to execute this Agreement, and that no other consents or approvals of anyone are required or necessary for this Agreement to be binding.

21. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

22. The Parties hereto acknowledge that they have relied wholly upon their own individual judgment, belief and knowledge of the existence, nature and extent of each claim, demand or cause of action that they may have against the other Party hereto which is hereby released and that they have not been influenced to any extent in entering into this Agreement by any representations or statements regarding any such claim, demand or cause of action made by any other party hereto.

23. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

24. Should any term of this Agreement be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.

25. This agreement is not intended to and does not waive any rights which cannot be waived as a matter of law or any vested employee benefits.

26. This Agreement cannot be modified except by written document signed by all of the parties

27. The Parties agree to execute such other documents and take such other action as may be reasonably necessary to finalize and perform this Agreement.

28. The Parties may execute duplicate originals of this Agreement or any other documents they are required to sign or furnish pursuant to this Agreement.

Dated: July \_\_\_\_, 2015

\_\_\_\_\_  
Deborah D. Dominguez

Dated: July \_\_\_\_, 2015

CITY OF WEST COVINA

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

[SIGNATURES CONTINUED ON NEXT PAGE]

20. Each person executing this Agreement does hereby personally represent and warrant to the other signatories that he or she has the authority necessary to execute this Agreement, and that no other consents or approvals of anyone are required or necessary for this Agreement to be binding.

21. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

22. The Parties hereto acknowledge that they have relied wholly upon their own individual judgment, belief and knowledge of the existence, nature and extent of each claim, demand or cause of action that they may have against the other Party hereto which is hereby released and that they have not been influenced to any extent in entering into this Agreement by any representations or statements regarding any such claim, demand or cause of action made by any other party hereto.

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Dated: July 16, 2015

*Deborah D. Dominguez*  
Deborah D. Dominguez

Dated: July \_\_, 2015

CITY OF WEST COVINA

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

[SIGNATURES CONTINUED ON NEXT PAGE]

Dated: July 16, 2015

  
Chris Chung

Approved as to Form:

Dated: July \_\_\_\_, 2015

LAW OFFICES OF CHRISTOPHER R. PANTEL

By: \_\_\_\_\_  
Christopher R. Pantel  
Attorneys for Plaintiff  
Deborah D. Dominguez


Dated: July \_\_\_\_, 2015

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
Cynthia M. Germano  
Attorneys for Defendant  
City of West Covina

Dated: July 16, 2015

BARRITT SMITH LLP

By:   
Douglas A. Barritt  
Attorneys for Defendant  
Chris Chung



Dated: July \_\_\_\_, 2015

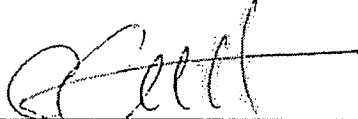
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Chris Chung

Approved as to Form:

Dated: July 16, 2015

LAW OFFICES OF CHRISTOPHER R. PANTEL

By:

  
\_\_\_\_\_  
Christopher R. Pantel  
Attorneys for Plaintiff  
Deborah D. Dominguez

Dated: July \_\_\_\_, 2015

BEST BEST & KRIEGER LLP

By:

\_\_\_\_\_  
Cynthia M. Germano  
Attorneys for Defendant  
City of West Covina

Dated: July \_\_\_\_, 2015

BARRITT SMITH LLP

By:

\_\_\_\_\_  
Douglas A. Barritt  
Attorneys for Defendant  
Chris Chung

