

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by and between the County of Ventura ("COUNTY"), on the one hand, and Mark Volpei (EMPLOYEE), on the other hand.

WITNESSETH:

WHEREAS, Mark Volpei was employed by the COUNTY as a District Attorney Investigator for the Ventura County District Attorney's Office ("VCDAO").

WHEREAS, on or about April 22, 2011, EMPLOYEE filed a lawsuit against the COUNTY, the VCDAO, Gregory D. Totten, Robert A. Briner, Vinse Gilliam, Ken A. Valentini, and Judy Coronado, which lawsuit is pending in the Santa Barbara Superior Court, and bears case number VENCI00395788 (the "Action").

WHEREAS, on or about August 14, 2012, the VCDAO, Gregory D. Totten, Robert A. Briner, Vinse Gilliam, Ken A. Valentini, and Judy Coronado, were dismissed from the Action when the Court granted their motion for judgment on the pleadings.

WHEREAS, the gravamen of EMPLOYEE's allegations involves events and occurrences that allegedly took place in 2001, and from 2007 through March 2010.

WHEREAS, as to the Action, and any other allegations raised by EMPLOYEE against the COUNTY, the execution or performance of any terms in this Agreement will not constitute or be construed as an admission of any liability or wrongdoing, and the COUNTY has consistently taken the position that it has no liability whatsoever to EMPLOYEE, and enters into this Agreement solely for the purposes of avoiding the time consuming and costly litigation.

WHEREAS, EMPLOYEE's claims are, in all respects controverted, and disputes exist between EMPLOYEE and the COUNTY as to the occurrence of the alleged acts, damages and serious physical injuries assertedly resulting therefrom, and as a result of such disputes, EMPLOYEE and the COUNTY now desire to compromise and settle the Action, and all claims, demands and causes of action, with the exception of any past, present or future workers' compensation claims, whether now known or unknown, against the COUNTY and its officials, board of supervisors, directors, officers, affiliates, agents, representatives, servants, employees, successors, assignees, predecessors, divisions, branches, sureties, and attorneys, whether past or present, as well as the VCDAO, Gregory D. Totten, Robert A. Briner, Vinse Gilliam, Ken A. Valentini, and Judy Coronado (collectively the "Releasees").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and sufficient consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. EMPLOYEE acknowledges that the settlement embodied by this Agreement is a compromise of disputed claims and is not an admission of liability.

2. Subject to the adherence to the terms of this Agreement, the COUNTY will pay the total sum of Eight Hundred Fifty Thousand Dollars (\$850,000), by draft made payable to "Tron & Tron Volpei Client Trust Account." This draft will be hand-delivered to the office of TRON & TRON after the expiration of the statutory protected time in Paragraph 7.f., infra. As a result of this payment, EMPLOYEE agrees that, in addition to his other obligations as set forth herein, he will take all necessary steps to cause the Action to be dismissed with prejudice, thereby dismissing the entire action, within three (3) days of the negotiation of this settlement payment.

3. The COUNTY will issue IRS Form 1099 to TRON & TRON, in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000), using the tax identification number provided to the COUNTY by TRON & TRON concurrent with the execution of this Agreement. The COUNTY will not issue any IRS Forms to EMPLOYEE related to the payments made by the COUNTY pursuant to this Agreement. EMPLOYEE agrees and understands that he will fully assume all tax obligations, if any, relating to the settlement payment, and that he will be exclusively liable for the payment of all federal, state and local taxes, if any, that may be determined to be due as a result of any amounts paid under this Agreement. EMPLOYEE further agrees and hereby represents that he will pay such taxes, if any, at the time and in the amount required of him.

4. EMPLOYEE warrants and represents that he has not assigned any portion of the consideration paid under this Agreement to any person, agency or entity other than the law firm of Tron & Tron, and that he further represents and warrants to the COUNTY that there is no lien of any kind against any of the consideration paid under this Agreement. EMPLOYEE agrees that these representations and warranties are material terms of this Agreement, and they agree to defend, indemnify and hold the COUNTY harmless in the event of any claim by any third person, agency, or entity that he, she or it was legally entitled to any portion of the consideration paid under this Agreement.

5. EMPLOYEE fully and forever releases and discharges the COUNTY and the Releasees from any claims, damages, and causes of action he may have against them, with the exception of his workers' compensation claims, and he covenants not to sue or otherwise institute or cause to be instituted or any way participate in legal or administrative proceedings against the COUNTY and the Releasees, with respect to any matter arising out of or connected with his employment by the COUNTY through the effective date of this Agreement, including any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of every nature, kind, and description, in law, equity, or otherwise, whether or not now known or ascertained, which heretofore do or may exist, with the exception of any workers' compensation claims.

6. Without limiting the foregoing, EMPLOYEE understands and agrees that he is waiving any rights he had, may have had, have or may have to pursue any and all remedies available to him under any employment-related cause of action against the COUNTY and the Releasees, including without limitation, any claims for discrimination, retaliation, failure to take corrective action, any and all rights arising from any law or other source, such as the U.S. or California Constitutions; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e et seq.); 42 U.S.C. Sections 1981 or 1983; the Americans with Disabilities Act (42 U.S.C. §§ 12101 et

seq.); the Equal Pay Act of 1963; the Family Medical Leave Act (29 U.S.C. §§ 2614 et seq.); the California Family Rights Act (Gov. Code § 12945.1); the Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.); the Fair Credit Reporting Act (15 U.S.C. §§ 1681 et seq.); the California Fair Employment and Housing Act; Civil Code Sections 45, 46, 51, 52 and 52.1; the Investigative Consumer Reporting Agencies Act (Civ. Code §§ 1786, et seq.); and any common law actions including, without limitation, wrongful discharge, infliction of emotional distress, defamation, breach of contract, or breach of the covenant of good faith and fair dealing.

7. EMPLOYEE hereby acknowledges and understands, and the COUNTY agrees, that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that EMPLOYEE has or may claim to have under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§621, et seq.). EMPLOYEE acknowledges and agrees that:

- a. He has read and understands the terms of this Agreement;
- b. The Consideration provided pursuant to this Settlement Agreement is in addition to any Consideration that he would otherwise be entitled to receive;
- c. He has been and is hereby advised in writing to consult with an attorney prior to signing this Agreement, and he has received such legal counsel that he deems necessary;
- d. He has been provided a full and ample opportunity to study this Agreement, including a period of at least twenty-one (21) days within which to consider it;
- e. To the extent that EMPLOYEE takes less than twenty-one (21) days to consider this Agreement before execution, EMPLOYEE acknowledges that he had sufficient time to consider this Agreement with his counsel and that he expressly, voluntarily and knowingly waives any additional time; and
- f. EMPLOYEE understands that for a period of seven (7) days following execution of the Agreement by EMPLOYEE, EMPLOYEE may, by providing COUNTY with written notice before the conclusion of the seven (7) day period, revoke the release of claim(s) under the Age Discrimination in Employment Act ("ADEA"). EMPLOYEE understands that the right of revocation set forth in this section applies only to the release of any claim under the ADEA. If EMPLOYEE elects to revoke this Agreement for ADEA claims, COUNTY will have the option to: (i) enforce this Agreement in its totality, excluding waived ADEA claims, or (ii) rescind the entire Agreement.

8. EMPLOYEE agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising from or attributable to EMPLOYEE's employment with the COUNTY, or to the Action, with the exception of EMPLOYEE's workers' compensation claims, and that any and all rights granted to EMPLOYEE under Section 1542 of the California Civil Code or any analogous state law or federal law or regulation are hereby expressly waived, except those with respect to EMPLOYEE'S workers' compensation claims. Said Section 1542 of the Civil Code of the State of California 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 to him or her must have materially affected his or her settlement with the debtor.**

9. EMPLOYEE agrees that if he, or anyone acting on his behalf, files or initiates a claim that has been released under this Agreement, then the COUNTY or other Releasee defending such claim will be entitled to the dismissal of such claim on the basis of this Agreement, and in addition, the COUNTY or Releasee defending such claim will be entitled to an award of its actual costs and attorneys' fees incurred in the defense of such released claim.

10. EMPLOYEE, and his agents, including, but not limited to, Tron & Tron, acknowledge and agree that the terms and provisions of this Agreement were made in confidence and will remain confidential. EMPLOYEE and his agents, including, but not limited to, Tron & Tron, further agree that they will not knowingly disclose, privately or publicly, or knowingly cause or allow to be disclosed, privately or publicly, any of the terms or provisions of the Agreement to any person or entity, except as required by law, as necessary to comply with the law (i.e., communications to a tax preparer for the purpose of submitting a tax return to the Internal Revenue Service) and to do so pursuant to a lawful court order, or in the event that legal proceedings are commenced to enforce any obligation of a party hereunder (in which case any motion filed by EMPLOYEE to enforce any obligation shall be filed under seal). Under no circumstances will the monetary payment or any other consideration specified in Paragraph 2 be disclosed, except as specifically provided in Paragraph 10 of this Agreement.

11. EMPLOYEE agrees not to share with or disclose to anyone, including, but not limited to any individual, attorney, corporation, or entity of any kind, any documents produced in this litigation by the COUNTY, including, but not limited to, written discovery responses and deposition transcripts. EMPLOYEE further agrees not to publish any information concerning this settlement or the Agreement, including any of its terms or provisions unless required to do so pursuant to a lawful court order.

12. EMPLOYEE, and his agents, including, but not limited to, Tron & Tron, shall return or destroy (or cause to be returned or destroyed) all COUNTY keys, files, policy and procedures manuals, e-mails, reports, memoranda, correspondence and other documents — and their derivatives — belonging to the COUNTY, and any other property belonging to the COUNTY that he may have in his possession custody or control within three (3) days of the negotiation of this settlement payment. By signing this Agreement, EMPLOYEE acknowledges and confirms he will return or destroy all property belonging to the COUNTY as set forth herein. EMPLOYEE agrees that these representations and warranties are material terms of this Agreement and failure to comply with this provision is a material breach.

13. In the event that EMPLOYEE and/or his agents, including but not limited to Tron & Tron, are asked how the Action was resolved, EMPLOYEE and/or his attorneys may respond that "the matter was resolved to the mutual satisfaction of the parties," or words of similar import. No other statement may be made regarding this case or the Action unless required to do so pursuant to a lawful court order. Under no circumstances will the monetary payment or any

other consideration specified in Paragraph 2 be disclosed, except as specifically provided in Paragraph 10 of this Agreement.

14. EMPLOYEE agrees that any breach of confidence, as described above at Paragraphs 10-13, committed by EMPLOYEE and/or his agents, including but not limited to Tron & Tron, will be deemed a material breach of the Agreement. Damages may be sought according to proof.

15. EMPLOYEE and the COUNTY, as well as the Releasees, jointly agree as follows:

a. That the foregoing payment and consideration are received in settlement and for compromise of disputed claims and that neither this Agreement nor the aforesaid payment and promises are to be construed as an admission on the part of any of the Releasees of any wrongdoing or liability, nor to be admissible as evidence in any proceeding other than for enforcement of the provisions of this Agreement.

b. That if any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions, and the Court shall enforce all remaining provisions to the extent permitted by law.

c. That this Agreement contains the entire agreement and understanding of EMPLOYEE and the COUNTY concerning the subjects addressed in this Agreement, including the general release of claims, and will supersede and render null and void any and all prior agreements between the parties. There are no other agreements, written or oral, express or implied, between EMPLOYEE, the COUNTY, VCD AO, Gregory D. Totten, Robert A. Briner, Vinse Gilliam, Ken A. Valentini, and Judy Coronado. No modification to this Agreement will be binding unless it is in writing and signed by all the parties.

d. That this Agreement will bind and benefit EMPLOYEE's heirs, executors, administrators, successors, assigns, and each of them; it will also bind and benefit the COUNTY and its respective successors and assigns.

e. That this Agreement will be deemed to have been entered into in the State of California and will be construed and interpreted in accordance with the laws of that state.

f. That each party will bear his, her or its own costs and attorneys' fees in connection with this separation and the negotiation of this Agreement, except as specified in Paragraph 2.

g. That each party hereby agrees to accept and assume the risk that any fact or legal rule affecting any matter covered by this Agreement may hereafter be found to be other than or different from the facts or law he or it believes at the time of this Agreement to be true, and agrees that this Agreement will be and will remain effective notwithstanding any such difference in fact or law.

h. That no waiver by any party of any breach of any term or provision of this Agreement will be construed as, nor will it be, a waiver of any preceding, concurrent or

succeeding breach of the same or any other term or provision of this Agreement. No waiver will be binding unless in writing and signed by the party to be charged or held bound.

i. That this Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity will not be construed for or against any party based on attribution of drafting to any party.

j. That this Agreement may be executed in counterparts, each of which will constitute an original, and all of which, taken together will constitute an entire agreement, and that electronic or facsimile copies of any signatures will have the same force and effect as an original signature.

k. In the event that there is a dispute arising from this Agreement, the parties agree that each side will bear its own fees and costs in connection with the resolution of any such dispute.

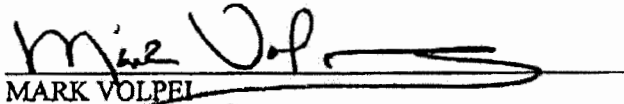
l. That this Agreement is binding on the parties under Code of Civil Procedure Section 664.6 and is admissible in court as set forth in Evidence Code Section 1123.

**THE PARTIES, AND EACH OF THEM, AFFIRM THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, AND THAT THEY AFFIX THEIR SIGNATURES HERETO VOLUNTARILY AND WITHOUT COERCION.**


**MARK VOLPEI FURTHER ACKNOWLEDGES THAT THE WAIVER HE HAS MADE AND THE TERMS HE HAS AGREED TO HEREIN IS KNOWING, CONSCIOUS, AND WITH FULL APPRECIATION THAT HE IS FOREVER FORECLOSED FROM PURSUING ANY OF THE RIGHTS SO WAIVED.**

SO AGREED.

August 7, 2014

  
MARK VOLPEI

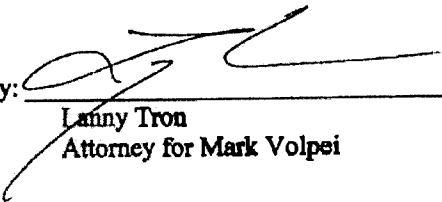
August 8, 2014

  
COUNTY OF VENTURA  
By: Leonardo Selvaggi  
Title: Manager, Claims and Litigation  
Dated: 8/8/2014

**APPROVED AS TO FORM ONLY**

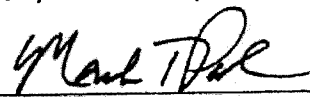
**TRON & TRON**

August 7, 2014

By:   
Lanny Tron  
Attorney for Mark Volpei

**ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

August 8, 2014

By:   
Mark T. Palin  
Attorney for County of Ventura