

Schwartzburd, Leonard, et al.,

Plaintiff(s),

v.

Kensington Police Protection and Community
Services District Board, et al.,

Defendant(s)

CASE NO. MSN 12-1625

REF. NO. 1100079747

STIPULATION FOR SETTLEMENT

C.C.P. § 664.6

This case having come before Hon. Ellen Sickles James (Ret.) for mediation at the offices of JAMS, and the parties having conferred, it is hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions:

1. Leonard Schwartzburd, Mabry Benson, Celia Cancus, Eyleen Nadolny, Llewellyn Stanton and Dairlyn Chelette ("Settling Plaintiffs") shall pay to the Kensington Police Protection and Community Services District ("District") and to his/her/their attorney Kimon Manolius at Hanson Bridgett the total sum of \$25,000 in full settlement and compromise of the pending attorneys' fees motion as to the Settling Plaintiffs, which is the final proceeding in this action.

2. The Kensington District Board, Linda Lipscomb, Chuck Toombs, and Richard Lloyd ("Defendants") agree to accept said sum in full settlement and compromise of the action and agree that such payment shall fully and forever discharge and release all claims and causes of action, whether now known or now unknown, which Defendants have against any and all of the Settling Plaintiffs as to attorneys' fees and costs. These Settling Plaintiffs also agree not to reinvigorate their lawsuit, given their dismissals without prejudice.

This settlement includes an express waive of Civil Code § 1542, which states:

"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 settlement with the debtor."

3. Defendants further agree to withdraw the pending motion for attorneys' fees as to the Settling Plaintiffs (now set for April 14, 2015) after final approval of the Agreement by the District's Board. The parties have entered a stipulation to continue the pending April 14, 2015 attorneys' fees motion, pending completion of this Agreement.

4. Counsel for each of the parties of this agreement represents that he/she has fully explained to his/her client(s) the legal effect of this Agreement and the withdrawal of the attorneys' fees motion provided for herein and that the settlement and compromise stated herein is final and conclusive forthwith, and each attorney represents that his/her client(s) has freely consented to and authorized this agreement.

5. Payment of the stated settlement amount shall be made within 60 days of the Board's formal approval of this Agreement.

6. Unless otherwise stated above, each party to this Settlement Agreement will bear its own attorneys' fees and court costs.

7. Other terms and conditions:

- (a) Non Disparagement Clause: Except for the statement agreed to by the Parties and referenced herein, the Petitioners who are parties to this agreement and Respondents (including the current Board) agree that none of them will make any false or Disparaging Remark about each other or the Litigation in any forum. As used in this provision, "Disparaging Remark" means any statement, including but not limited to Nextdoor, Facebook or Twitter, or any other written or digital communications, that defames, ridicules or attacks the character of a Party. As used in this provision, "Litigation" shall include the actions taken by any of the board

members or the board in connection with this lawsuit, any facts or incidents giving rise to litigation, or the terms, negotiations and completion of this settlement agreement. The Petitioners who are parties to this agreement and Respondents understand that a violation of this non-disparagement clause would be a material breach of this agreement. Nothing in this paragraph shall be deemed to preclude any of the Parties to this Agreement from supporting or opposing any candidate for public office or from expressing their views on any future matter than comes before the Board, except that they may not make disparaging remarks about each other regarding the litigation or the incidents giving rise to the litigation and settlement of this matter.

- (b) Mutual Statement: All the parties regret the long and unpleasant nature of this litigation and how it has affected both the Board Members named in the lawsuit and the other individuals involved. Both sides desire to move forward and end this litigation. To that end, the parties have agreed to a settlement so that the community can come together to address the critically important work facing Kensington.
- (c) Final Approval – This Agreement is contingent on final approval by the District through its Board, which is expected to be considered by March 27, 2015.
- (d) The District agrees to reimburse Settling Plaintiffs for the mediation, fees they have paid, including any extra charges which may be assessed for the overtime session.

8. Any provisions of Evidence Code §§ 1115-1128 notwithstanding, this Stipulation is binding and may be enforced by a motion under Code of Civil Procedure § 664.6 or by any other procedure permitted by law in the applicable state or federal court.

9. This Stipulation is admissible and subject to disclosure for purposes of enforcing this settlement agreement pursuant to CCP § 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the parties relative to this mediation are waived with respect to this Stipulation.'

Date: March 16, 2015

/s/

Timothy P. Rumberger, Esq.
L/O Timothy P. Rumberger

/s/

Leonard Schwartzburd

/s/

Karl Olson, Esq.
Ram, Olson, Cereghino & Kopczynski LLP

/s/

Dairlyn Chelette

/s/

Kimon Manolius, Esq.
Hanson Bridgett LLP

/s/

Mabry Benson

/s/

Randy Riddle, Esq.
Renne Sloan Holtzman Sakai LLP

/s/

Pat Gillette, Board Member

/s/

Mari E. Metcalf, Esq.
L/O Mari E. Metcalf

/s/

Celia Cancus

/s/

Eyleen Nadolny

/s/

Llewellyn Stanton