

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

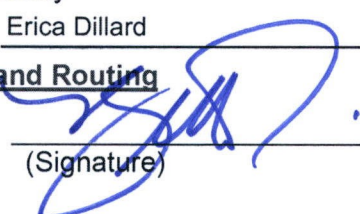
General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: _____ Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): \$ 40,000.00 Adjusted \$ Amount (+/-): _____
Other Party: Marcas Russell
Project Title: Settlement Agreement - Marcas Russell v. City of Sacramento, et al.
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: City Attorney Project Manager: Brett Witter
Contract Coordinator: Erica Dillard Email: edillard@cityofsacramento.org

Department Review and Routing

Accounting:		<u>5/7/19</u>
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

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Recording Requested

☐

Other Party Signature Required

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----



2019-0397

2019 MAY -7 P 2:52

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

**SETTLEMENT AGREEMENT
AND
MUTUAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims is made and entered into by and between Marcas Russell (Russell) and the City of Sacramento, a charter city and municipal corporation. (City).

RECITALS

A. On or about March 3, 2014, Russell filed a complaint for damages in the Superior Court of the County of Sacramento, Action No. 34-2014-00159639, entitled Russell, Marcas v. City of Sacramento, et al. The Complaint arose out of the City's decision not to hire Russell in 2013. The lawsuit is identified in this document as the Complaint.

B. The City denies all claims and allegations raised in the Complaint.

C. In order to avoid the substantial expense and inconvenience of further litigation, the Parties now desire to fully and finally settle all claims raised in the Complaint. This includes any and all issues and claims that were raised or could have been raised in the Complaint.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. In exchange for the promises and warranties of Russell, the City shall pay Russell twenty thousand dollars and 00/100 (\$20,000) inclusive of attorney's fees and costs to fully and finally settle the litigation commenced by the Complaint.

2. The City shall issue a check payable to Marcas Russell and Richard A. Lewis in the amount of twenty thousand dollars (\$20,000) within fifteen business days after receipt of this signed Settlement Agreement.

3. Russell covenants, as a condition to negotiating the settlement check of \$20,000, to dismiss with prejudice of Sacramento County Superior Court Action No. 34-2014-00159639 within two business days of receiving the settlement check and prior to negotiating it. Russell takes full and complete responsibility for any and all of the tax liabilities that may result from receipt of the Payments. Russell understands and acknowledges that the City has not and does not warrant or represent any tax consequences with regard to the Payments, the allocation of wage and non-wage income, or this Agreement. Russell agrees that he will hold the City harmless from all tax liability, if any, resulting from this settlement, including but not limited to, withholding, federal, state or local taxes, interest and penalties incurred as a result of this settlement and Agreement. Russell acknowledges that the City will issue a timely 1099 related to its payment of proceeds in this action.

4. Russell agrees not to seek employment with the City of Sacramento in the future.

5. Within 48 hours of execution of this Agreement by all parties and Russell's counsel's receipt of the fully executed Agreement, ^{and settlement check} Russell shall file a request for dismissal with prejudice with the Court. Russell agrees that he shall not seek to undo, revoke, vacate or rescind her dismissal of the Action unless this Agreement is breached.

6. **Mutual Release of All Claims.** Russell releases and forever discharges Defendant, it's agents, directors, servants, officers, elected officials, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, successors and assigns, and all other persons, firms and entities from all claims and demands,

rights and causes of action of any kind the Russell now has or hereafter may have on account of or in any way arising out of the incident or damages resulting or to result from the incident which is the subject of Sacramento County Superior Court Action No. 34-2014-00159639.

7. It is understood and agreed that this is a full and final general release applying to all known claims of injury to person or property, all unknown and unanticipated claims, and all claims arising out of or in any way related or connected to the matters alleged in the Complaint, whether included or not in the prayers of any pleadings filed in Sacramento County Superior Court Action No. 34-2014-00159639. Russell expressly waives all rights or benefits which he may now have or in the future may have under the provisions of Section 1542 of the California Civil Code, which section provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Parties waive any rights that they might have to invoke section 1542 now or in the future with respect to the releases set out in this Agreement. The Parties also recognize and acknowledge that factors which have induced them to enter into this Agreement may turn out to be incorrect or different from what they had previously anticipated, and the Parties expressly assumes all of the risks of this waiver of Section 1542.

8. This Release is a result of the compromise of a disputed claim. The payment of consideration and the acceptance of the release is not an admission of

liability on the part of any party.

9. This Release may be pleaded as a full and complete defense to and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this agreement.

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10. Russell declares that no promise, inducement or agreement not herein expressed has been made to him, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.


11. In the event of a breach of any of the terms of this Release, this Release shall be enforceable pursuant to Section 664.6 of the Code of Civil Procedure. The parties jointly request the court to retain jurisdiction of this case and over the parties personally until final performance of each and every term of the settlement agreement stated herein.

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

THE UNDERSIGNED HAS READ THE GENERAL RELEASE AND FULLY UNDERSTANDS IT.

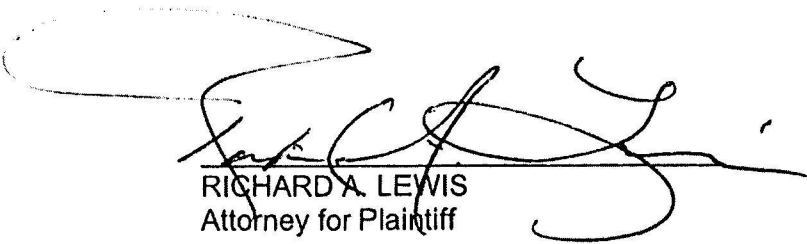
DATED: 2.13.19



MARCAS RUSSELL, Plaintiff

DATED:

Feb 13, 2019


RICHARD A. LEWIS
Attorney for Plaintiff

Approved as to form.

DATED:

Rogan
2/14/19

KATHLEEN T. ROGAN
Attorney for Defendant