

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: 04/28/2022 Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): _____ Adjusted \$ Amount (+/-): _____
Other Party: Katherine Cato Syiet Carson
Project Title: Settlement Cato, Katherine v. City
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: City Attorney Project Manager: _____
Contract Coordinator: _____ Email: _____

Department Review and Routing

Accounting:

(Signature) (Date)

Supervisor:

(Signature) (Date)

Division Manager:

(Signature) (Date)

Other:

(Signature) (Date)

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

☐

Recording Requested

☐

Other Party Signature Required

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



2022-0838



SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. For the sole consideration of the sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) paid by the City of Sacramento and Timothy Martin (collectively referred to herein as the "City"), the undersigned hereby release and further discharges the City of Sacramento and their council members, agents, directors, servants, officers, 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 undersigned 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 June 9, 2017, incident which is the subject of Sacramento Superior Court Case No. 34-2018-00236250, entitled *Katherine Cato, et al. v. Tim Martin, et al.*

2. Further, the undersigned hereby agrees to release any and all claims and demands, rights, causes of action of any kind that may now have arisen or hereafter may arise as a result of the subject incident, and further agrees to hold the City harmless and to indemnify it for and against any claim, lien or debt which has arisen or may arise from the subject incident described herein including, but not limited to, Workers' Compensation liens, hospital, medical care provider, Medicare or Medi-Cal liens, attorney or law firm liens, and any other liens, claims or encumbrances of any type whatsoever arising out of the subject incident or the undersigned's costs, damages and expenses arising therefrom.

3. A settlement draft in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) will be made payable to Katherine Cato and Syiet Carson c/o the Richard L. Richardson Attorney Client Trust Account, and will be forwarded to Siegal & Richardson, LLP within thirty (30) days of the City's receipt of the signed Settlement Agreement and General Release and executed Request for Dismissal.

4. This Settlement Agreement and General Release expresses a full and complete settlement of liability claimed and denied on the part of the undersigned and the City, regardless of the adequacy of the above consideration. The payment of consideration and the acceptance of this Settlement Agreement and General Release shall not operate as an admission of liability on the part of any party hereto.

5. Each party will bear their own attorneys' fees and costs, unless an action to enforce this Settlement Agreement and General Release of all claims pursuant to California Code of Civil Procedure § 664.6 becomes necessary, in which case the Court may award reasonable attorneys' fees and costs.

6. The undersigned parties and their representatives agree this Settlement Agreement and General Release is intended to be a memorialization of a binding Settlement Agreement, enforceable under California Code of Civil Procedure § 664.6, having already

entered into by the parties. The parties stipulate the court may retain jurisdiction to enforce the terms of this Settlement Agreement.

7. All rights given by Section 1542 of the Civil Code of California, which is quoted below, are waived by the undersigned.

CIVIL CODE SECTION 1542: A general release does not extend to claims which 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, which if known by him or her, would have materially affected his or her settlement with the debtor or released party.

8. This Settlement Agreement and General Release shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the undersigned or the City under this Settlement Agreement and General Release shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement and General Release, such action shall be brought in the State of California.

9. By signing this General Release, the undersigned intend to give up and discharge all rights and claims to damages to their persons and/or their property, even though some of such damages may not have shown themselves at the time of acceptance of this settlement.

DATED: 4/28/22

K. Cato
Katherine Cato
Plaintiff

DATED: 4/28/22

Syiet Carson
Syiet Carson
Plaintiff

APPROVED AS TO FORM AND CONTENT:

SIEGAL & RICHARDSON, LLP

DATED: 4/28/2022

[Signature]
Richard Richardson
Attorney for Plaintiffs