

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): \$49,000 _____ Adjusted \$ Amount (+/-): _____
Other Party: Braylen Willimas _____
Project Title: Settlement Agreement Braylen Williams _____
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: _____ 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 BELOW THIS LINE-----



2025-4769

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is made and entered into by and between Braylen Williams, an individual, (hereinafter referred to as Plaintiff) and the City of Sacramento, a California Municipal Corporation (hereinafter referred to as Defendant) (Plaintiff and Defendant together are referred to as the "Parties").

On or about April 26, 2021, Plaintiff filed a complaint for damages in the Superior Court of the County of Sacramento, Action No. 34-2021-00299345, entitled *Braylen Williams v. City of Sacramento* ("the Action"). This Agreement is strictly between the Parties to the Action.

The Parties hereto desire to settle all claims arising out of or in any way related to or connected with the above-referenced Action or that could have been brought by Plaintiff in the Action, expressly including, but not limited to, economic, property, bodily, psychological and special damages allegedly sustained by Plaintiff.

NOW, THEREFORE, Plaintiff agrees as follows:

1. Within thirty (30) days of receipt of (a) Plaintiff's signature on this Agreement, and (b) Plaintiff and his counsel providing W9s, Defendant City of Sacramento shall deliver to Plaintiff's counsel Shelley Bryant one check in the total gross amount of Forty-Nine Thousand Dollars (\$49,000.00) ("Settlement Sum"). The check shall be made payable to: "Bryant Whitten, LLP Client Trust Account" and shall be delivered to Shelley Bryant at 8050 North Palm Avenue, Suite 300, Fresno, California 93711. Payment shall be considered timely provided it is postmarked by the due date of the payment. Plaintiff shall file in the Action a request for dismissal of Defendant with prejudice within five (5) business days of receipt of the settlement check.

2. In exchange for the Settlement Sum in Paragraph 1, which shall constitute the sole consideration for this Agreement, Plaintiff on behalf of himself, his attorneys, agents, and assigns, releases and forever discharges Defendant and its agents, directors, servants, officers, elected officials, attorneys, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, successors, assigns, and representatives, and all other persons, firms and entities from all claims and demands, rights and causes of action of any and every kind, nature, and character whatsoever, known or unknown, which Plaintiff may now have or has ever had, related in any way to the transactions, occurrences, acts, or omissions occurring prior to the execution of this Agreement, including but not limited to those arising from or in any way related to Plaintiff's employment with the City of Sacramento, the incident or damages resulting or to result from the incident which is the subject of Sacramento County Superior Court Action No. 34-2021-00299345. Released claims include, without limitation, any claim based in tort, contract, common law, claims pursuant to the state or federal Constitutions, or claims pursuant to state or federal statutes (including, without limitation, the California Fair Employment and Housing Act, the California Civil Code, the California Government Code, the Age Discrimination in Employment Act, California Labor Code, the Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964), any claim filed with any administrative agency (including, without limitation, the Labor Commissioner) all claims for physical injuries, illness or damage, and all claims for attorneys' fees, costs and expenses, as well as all claims, grievances, claims and/or appeals under Defendant

City of Sacramento's internal administrative review procedures, but excluding any claims that cannot lawfully be waived or released by private agreement.

3. 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 Action, whether included or not in the prayers of any pleadings filed in the Action (Sacramento County Superior Court Action No. 34-2021-00299345). Plaintiff expressly waives all rights or benefits which Plaintiff may now have or in the future may have under the provisions of Section 1542 of the California Civil Code, which 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."

Plaintiff acknowledges that he has read all of this Agreement, including the Civil Code Section in Paragraph 3 of this Agreement, and that he fully understands both the Agreement and the Civil Code Section. Plaintiff waives any benefits and rights granted to him pursuant to Civil Code Section 1542.

INITIALS

^{Initial}
TBW

Braylen Williams

4. Plaintiff understands that the injuries he allegedly sustained are or may be permanent and/or progressive, and that recovery is uncertain and indefinite. In making this Release, it is understood and agreed that Plaintiff relies wholly upon his judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability, and the release is made without reliance upon any statement or representation by Defendant or its representatives, or by any physician or surgeon by them employed.

5. Plaintiff agrees, represents and warrants that he does not have any Medicare and/or Medi-Cal lien associated with his claims in the Action and further agrees, represents and warrants that he has not assigned to any other person or entity any Released Claim. Plaintiff further represents and warrants there are no other liens or claims against any of the amounts being paid by Defendant City of Sacramento as provided in this Agreement.

6. Plaintiff agrees, represents and warrants he will hold Defendant harmless and to defend and indemnify them for and against any claim, encumbrance, lien, or debt which has arisen or may arise from the Action including, but not limited to those associated with workers' compensation, hospital costs, medical care, mental health treatment, attorneys' fees, costs, attorney or law firm representation, or assignment of rights.

7. Plaintiff agrees to defend, indemnify and hold Defendant harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in Paragraphs 5 and 6.

8. Plaintiff agrees that Defendant makes no representations as to the taxability of any of the proceeds of settlement and acknowledges that the Defendant City of Sacramento will issue a timely 1099 related to its payment of proceeds in this action. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. Plaintiff has been advised to or has had an opportunity to discuss the potential tax consequences of this Agreement with counsel of his own choosing and agrees that he will be solely responsible for any and all tax obligations arising from the manner in which he reports or characterizes the payment on his tax returns or arising from any ruling of the Internal Revenue Service. Defendant makes no warranty whatsoever regarding the taxability of this settlement. Plaintiff agrees to indemnify and hold harmless Defendant from any all penalties, taxes, costs, assessments, and attorneys' fees arising out of any dispute, investigation, or ruling regarding the tax consequences of this Agreement or the manner in which Plaintiff reports or characterizes the payment on his tax return.

9. This Agreement and compliance with this Agreement shall not be considered as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violation of the rights of Plaintiff, or of any other person similarly situated. This Agreement shall not be considered an admission by Defendant of any violation of any order, law, statute, duty or breach of any contract or any act of discrimination whatsoever against Plaintiff or of any other person, and Defendant specifically disclaims any liability to or discrimination or defamation against Plaintiff, or any alleged violation of any rights of Plaintiff, or of any order, law, statute, duty or breach of any contract, or of any wage order or law on the part of Defendant City of Sacramento, its agents, directors, servants, officers, elected officials, attorneys, employees, principals, subsidiaries, predecessors, insurers, administrators, trustees, successors, assigns or representatives.

10. 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.

11. Plaintiff declares that no promise, inducement or agreement not herein expressed has been made to the Plaintiff, 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.

12. 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 shall 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 by filing a stipulation and proposed order with the Court in advance of the filing of the request for dismissal.

13. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law he knows or believes to exist with respect to a Released Claim. Plaintiff agrees, nonetheless that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding such different or additional facts or law.

14. The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

15. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

16. This Agreement may be amended only by a written instrument executed by all Parties hereto.

17. This Agreement shall be binding upon the Parties hereto and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of said Parties and each of them and their heirs, administrators, representatives, executors, successors and assigns.

18. This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the Agreement, and the Agreement shall be binding on each party upon that party's signing of such a counterpart.

19. The Parties agree that this Settlement Agreement may be signed electronically to expedite the execution of this Agreement pursuant to California Civil Code § 1633.7.

THE UNDERSIGNED HAS READ THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE AND FULLY UNDERSTANDS IT.

DATED: 2/27/2025

Signed by:

24095190F2F7403...
Braylen Williams, Plaintiff

DATED: 2/27/2025

CITY OF SACRAMENTO

By: 