

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: 05/06/2016 Contract Expiration Date (if applicable): _____
 \$ Amount (Not to Exceed): \$ 12,000.00 Adjusted \$ Amount (+/-): _____
 Other Party: Kindice, Jonathan
 Project Title: Kindice, Jonathan 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 BELOW THIS LINE-----



2016-1495

Case Name: Jonathan Kindice v. City of Sacramento et al
Case Number: 34-2014-00169813
County: Sacramento
Date of Loss: January 8, 2014

Tax ID#


27-2017664

SETTLEMENT AGREEMENT


The mediation of the above-referenced matter having concluded by settlement, the undersigned parties hereby evidence that agreement to settle on the following terms:

1. Defendant(s) agrees to pay Plaintiff(s) the following sum:
Plaintiff to receive the total sum of **\$12,000**.
2. Plaintiff(s) will execute a general **Release of All Claims**, including waiver of **Civil Code section 1542**. Plaintiff(s) will sign a **Request for Dismissal** of the plaintiff's personal injury case with prejudice.
3. Each party to bear their own **fees and costs** unless an action to enforce this agreement pursuant to CCP Section 664.6 becomes necessary, in which case the Court may award reasonable attorney's fees and costs.
4. Plaintiff agrees to be responsible for any and all liens. As a condition precedent to this settlement and payment of this settlement counsel for plaintiff shall provide to the defense the final negotiated lien amount owed to Medi-Cal. Upon receipt of the final amount owed to Medi-Cal, a settlement draft will be issued to Medi-Cal and a separate settlement draft issued to plaintiff and his attorney for the balance of the settlement proceeds.
5. The undersigned parties and their representatives agree that this settlement agreement is intended to be a **binding settlement agreement** and enforceable under **CCP 664.6** and satisfying the requirements of California Evidence Code section 1123(b) and the parties waive the mediation privilege contained in California Evidence Code section 1126 to the extent necessary to allow this agreement to be enforced by a court or arbitrator. The parties stipulate that the court may retain jurisdiction to enforce the terms of this settlement.
6. **Costs of mediation:** The parties have agreed to split the cost of mediation evenly.
7. **Other:** The defendant(s) will forward to counsel for plaintiff(s) the settlement draft within 10 days of receipt of the signed release and dismissal.

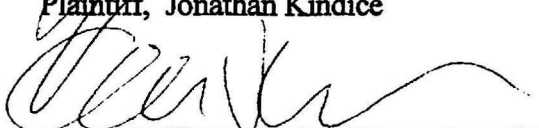
Agreed as to Form and Content this 6th day of May, 2016.



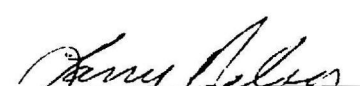
Plaintiff, Jonathan Kindice



Dennis Hill, Counsel for plaintiff



Andrea M. Velasquez, Counsel for defendant



Larry Nelson, claims specialist for defendant