

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: 12/5/2025 Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): \$160,000 Adjusted \$ Amount (+/-): _____
Other Party: Derick Day
Project Title: Settlement Agreement Derick Day
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: City Attorney Project Manager: _____
Contract Coordinator: Kate Brosseau 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**-----



2025-4768

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement is made and entered into by and between DERICK DAY, (hereinafter referred to as Plaintiff) and the CITY OF SACRAMENTO, A MUNICIPAL CORPORATION; SACRAMENTO POLICE DEPARTMENT OFFICER KEEGAN HIRONAKA, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY AS AN OFFICER OF THE CITY; SACRAMENTO POLICE DEPARTMENT OFFICER KEVIN LUCAS, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY AS AN OFFICER FOR THE CITY, INCLUSIVE, INDIVIDUALLY, JOINTLY, AND SEVERALLY, (hereinafter referred to as Defendants).

On or about April 18, 2024, Plaintiff filed a complaint for damages in the United States District Court for the Eastern District of California, Action No. 2:24-cv-01151-TLN-CSK, entitled Day, Derick v. City of Sacramento, et al.

The parties hereto desire to settle all claims arising out of or in any way related to or connected with the above-referenced action, expressly including, but not limited to, property, bodily, psychological and special damages sustained by Plaintiff and/or Plaintiff's insured.

NOW, THEREFORE, Plaintiff agrees as follows:

1. In exchange for the sole consideration of ONE-HUNDRED-SIXTY-THOUSAND DOLLARS (\$160,000.00) paid by Defendant(s), the Plaintiff releases and forever discharges Defendants and their agents, directors, servants, officers, electeds, 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 Plaintiff 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 United States District Court for the Eastern District of California Action No. 2:24-cv-01151-TLN-CSK.

2. 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 Plaintiff's complaint, whether included or not in the prayers of any pleadings filed in United States District Court for the Eastern District of California Action No. 2:24-cv-01151-TLN-CSK . 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 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."

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

4. Plaintiff agrees to hold Defendants harmless and to indemnify them for and against any claim, encumbrance, lien, or debt which has arisen or may arise from the subject incident including, but not limited to those associated with workers' compensation, hospital costs, medical care, attorney or law firm representation, or assignment of rights. Further, the

Plaintiff agrees and acknowledges that satisfaction of all outstanding statutory medical liens involving Medicare and/or Medi-Cal is an express condition precedent to payment of the settlement proceeds. If applicable, Plaintiff shall provide Defendant the final negotiated lien amount owed to Medicare and/or Medi-Cal, and a payment will be issued directly to Medicare and/or Medi-Cal with the remainder paid to Plaintiff.

5. Plaintiff agrees that Defendant makes no representations as to the taxability of any of the proceeds of settlement and acknowledges that the Defendant will issue a timely 1099 related to its payment of proceeds in this action.

6. 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 or guilt on the part of any party.

7. 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.

8. 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.

9. 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.

10. Plaintiff covenants, as a condition of negotiating the settlement check of

\$160,000.00, to execute a dismissal with prejudice of United States District Court for the Eastern District of California Action No. 2:24-cv-01151-TLN-CSK.

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: 12/5/25

Derick Day
DERICK DAY, Plaintiff

BURRIS NISENBAUM CURRY &
LACY, LLP

DATED: _____

JAMES COOK, Attorney for Plaintiff

CITY OF SACRAMENTO
GUSTAVO L. MARTINEZ
Interim City Attorney

DATED: _____

KATE D.L. BROSSEAU, Attorney for
Defendants

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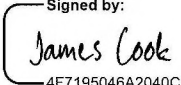
THE UNDERSIGNED HAS READ THE GENERAL RELEASE AND FULLY UNDERSTANDS IT.

DATED: _____

DERICK DAY, Plaintiff

BURRIS NISENBAUM CURRY &
LACY, LLP

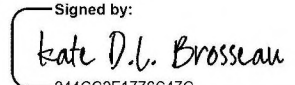
DATED: 12/5/2025

Signed by:

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JAMES COOK, Attorney for Plaintiff

CITY OF SACRAMENTO
GUSTAVO L. MARTINEZ
Interim City Attorney

DATED: 12/5/2025

Signed by:

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KATE D.L. BROSSEAU, Attorney for Defendants