

DRAFT SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into as of April 2, 2020 by and between (a) Adrian Riskin ("Riskin") and (b) Partnerships to Uplift Communities Los Angeles ("PUC") Collectively, Riskin and PUC shall be referred to as the "Parties."

RECITALS

WHEREAS, on June 11, 2019, Riskin submitted a request to PUC for records pursuant to the California Public Records Act ("CPRA"); and

WHEREAS, a dispute has arisen between Riskin and PUC regarding PUC's production of records under Riskin's June 11, 2019 CPRA Request (the "Dispute"); and

WHEREAS, as a consequence of the Dispute, Riskin commenced a lawsuit against PUC in the Superior Court for Los Angeles County, California, captioned *Adrian Riskin v. Partnerships to Uplift Communities*, Case No. 20STCP00245 (the "Litigation"); and

WHEREAS, the Parties now desire to compromise and settle their outstanding differences, disputes, and claims arising out of or with respect to the Dispute and the Litigation without admitting any fault;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledges, Riskin and PUC hereby agree as follows:

1. Settlement Sum.

In consideration of the promises and agreements of Riskin set forth herein, PUC agrees to pay Riskin the total sum of \$5,750 (the "Settlement Sum"), in full and final settlement of Riskin's claims, including claims for attorney fees and costs, and all other potential claims against PUC and/or against any and all of the "Released Parties" set forth herein.

No later than thirty (30) business days following receipt by PUC of the counterpart of this Agreement executed by Riskin, PUC shall remit:

- (i) a check or Automated Clearing House (ACH) payment payable to "Adrian Riskin" in the amount of \$465.00, as reimbursement for costs of suit;
- (ii) a check or Automated Clearing House (ACH) payment payable to "California Legal Research" in the sum of \$4,025.00 for attorney's fees; and
- (iii) a check or Automated Clearing House (ACH) payment payable to "The Hill Law Firm" in the sum of \$1,260.00 for attorney's fees.

If payment is provided via check, then payment shall be sent via overnight delivery to the following address:

California Legal Research

Attn: Robert Stringham
1922 North Highland Ave., #28
Los Angeles, CA 90068

2. Taxes; Indemnification.

(a) Riskin shall be solely responsible for, and is legally bound to make payment of, any taxes determined to be due and owing (including penalties and interest related thereto) by him to any federal, state, local, or regional taxing authority as a result of the Payment of Costs.

(b) Riskin understands that PUC has not made, and he does not rely upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement.

(c) Riskin agrees to indemnify and hold PUC harmless in the event that any governmental taxing authority asserts against PUC any claim for unpaid taxes, failure to withhold taxes, penalties, or interest based upon the Payment of Costs.

3. Release of Claims

(a) **Release by Riskin.** Riskin hereby releases PUC together with its successors, predecessors, related entities, departments, subsidiaries, representatives, assigns, agents, partners, officers, directors, managers, insurers, employees, and attorneys, for any and all known charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, or known or unknown, which Riskin has, or may have had, against PUC, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Dispute or the Litigation.

This Agreement resolves any claim for relief that has or could have been alleged by Riskin against PUC, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Dispute.

(b) **California Civil Code Section 1542.** Riskin certifies that he has read the provisions of California Civil Code Section 1542 and has consulted his own counsel regarding that section. Riskin hereby waives any and all rights under California Civil Code Section 1542, which states:

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.

Riskin agrees and acknowledges that the released claims extend to and include unknown and unsuspected claims.

In furtherance of the Parties' intent, the release in this Agreement shall remain in full and complete effect notwithstanding the discovery or existence of any additional, contrary, or different facts.

4. Representations and Warranties.

(a) **No Outstanding or Known Future Claims or Causes of Action.** Each Party represents and warrants that it has not filed with any governmental agency or court any type of action or report against the other Party other than the Litigation, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the released claims set out in Section 3, above.

(b) **No Assignment or Transfer of Claims.** Each Party represents and warrants that they are the rightful owner of and has not encumbered, assigned, or transferred, nor will they in the future attempt to encumber, assign, or transfer, any claim for relief or cause of action released herein.

(c) **Parties' Authority to Settle.** Each Party represents and warrants that they have full authority to enter into, deliver, and perform under this Agreement, and that all acts and actions have been taken to grant such authority, and that no third-party consent, which has not already been obtained, is required.

(d) **Signatories' Authority to Execute Agreement.** Each signatory to this Agreement represents and warrants that they are authorized to execute this Agreement on behalf of the Party for whom they executed this Agreement.

(e) **No Violation of By-laws, Covenants, or Restrictions.** Each Party warrants and represents that the Party's execution of this Agreement is not in violation of any By-law, Covenants, and/or other restrictions placed upon them by their respective entities.

5. Cooperation.

Each Party agrees to take all actions and to make, deliver, sign, and file any other documents and instruments necessary to carry out the terms, provisions, purpose, and intent of this Agreement.

6. No Admission of Liability.

The Parties acknowledge that this Agreement represents a compromise and final settlement of disputed claims and agree that the performance of the conditions and provisions of this Agreement, including the payment and acceptance of the Settlement Payment, is not to be construed as an admission of any liability or wrongdoing whatsoever by any Party to this Agreement.

7. Dismissal of the Litigation.

Riskin and his counsel shall take whatever actions are necessary to ensure that the Litigation is dismissed in its entirety as to PUC, including filing a request for dismissal, with prejudice and

without the assessment of costs or fees, within 5 days of receipt of the Settlement Sum. PUC will cooperate with Riskin in securing the dismissal of the Litigation as appropriate.

8. Agreement is Legally Binding.

The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective parents, subsidiaries, affiliates, predecessors, successors, and, assigns, executors, administrators, heirs, and estates.

9. Entire Agreement.

This Agreement, including the recitals, constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Each Party acknowledges that in entering into this Agreement, they have not relied on any promise, representation, or warranty not contained in this Agreement.

10. Modification.

No modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto.

11. New or Different Facts: No Effect.

Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true.

12. Interpretation, Severability, and Enforcement.

(a) **Interpretation.** The headings in this Agreement are purely for convenience and are not to be used as an aid in interpreting its terms. The Parties agree that they participated equally in drafting and negotiating the terms of this Agreement and that this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

(b) **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

(c) **Enforcement.** Nothing in this Agreement shall be construed as, or constitute, a release of any Party's right to enforce the terms of this Agreement.

13. Choice of Law and Forum.

(a) **Choice of Law.** This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of California (including its statutes of limitation) without giving effect to the conflict of laws provisions

thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of California.

(b) **Choice of Forum.** Each Party irrevocably and unconditionally agrees that they will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the state courts of California located in Los Angeles County. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

14. **Notice.**

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of the transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section. The Parties shall deliver any Notice at least seven (7) days before the event addressed by the Notice, unless it is impossible to do so or a longer period is required by other terms of this Agreement.

If to Riskin:

1101 W 51st Place,
Los Angeles, CA, 90037
adrian@123mail.org
Attention: Adrian Riskin

with a copy to:

Robert Ian Stringham
California Legal Research
ianstringham@californialelegalresearch.org

If to PUC:

1405 N. San Fernando Blvd. #303
Burbank, CA 91504
c.rivas@pucschools.org and
d.jackson1@pucnational.org
Attention: Concepcion Rivas
and David Jackson

15. **Reliance on Own Counsel.**

In entering into this Agreement, each Party acknowledges that:

(a) They have had the opportunity to seek and rely upon the legal advice of attorneys of their own choosing.

(b) They fully understands and voluntarily accepts the Agreement's terms based on the consideration set forth in this Agreement and not on any other promises or representations by the other Party or any attorney or other agent or representative of the other Party.

(c) In deciding to sign this Agreement, they did not rely and has not relied on any oral or written representation or statement by the other Party or any attorney, or other agent or representative of the other Party, including but not limited to any representation or statement about the subject matter, basis, or effect of this Agreement.

16. Counterparts and Copies.

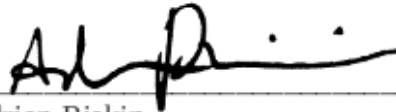
This Agreement consists of six (6) pages. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signature pages sent by email shall be binding as though they are originals.

17. Effective Date.

The terms of the Agreement will be effective when a fully executed copy of this Agreement is delivered to counsel for PUC as described in the Notice section of this Agreement/as of the date set out in the introductory paragraph of this Agreement (the "Effective Date").

EACH OF THE PARTIES CERTIFIES THAT THEY HAVE READ ALL OF THIS AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO EACH OF THE ABOVE TERMS, CONDITIONS, AND PROVISIONS.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.



Adrian Riskin

Dated: *APRIL 7, 2020*

DocuSigned by:
Concepcion Kinas

Partnerships to Uplift Communities Los Angeles

Dated: April 1, 2020