

FULL RELEASE OF ALL CLAIMS

PART ONE - DEFINITIONS

1.1. The term, "**PLAINTIFF**", when used in this release, means each and every one of the following releasors: (1) Plaintiff CHARLES SAMUEL COUCH and (2) his heirs, executors, administrators, successors and assignees.

1.2. The term, "**RELEASEES**", when used in this release, means each and every one of the following, both singly and cumulatively:

- (1) Defendant CITY OF MANHATTAN BEACH, and its servants, employees, officers, directors, subsidiaries, agents, successors, and attorneys;
- (2) All defendants who have been sued or could have been sued, including, but not limited to the following: CHIEF EVE IRVINE, DETECTIVE JOHN NASORI, DETECTIVE MICHAEL ALLARD, DETECTIVE MICHAEL ROSENBERGER, DETECTIVE SHAWN THOMPSON, SGT. BRIAN BROWN, and DETECTIVE CLAUDIA MCSHANE and their servants, employees, officers, directors, subsidiaries, agents, successors, and assigns; and
- (3) Manning & Kass, Ellrod, Ramirez, Trester LLP, counsel for the **RELEASEES**, and any of their servants, employees, officers, directors, subsidiaries, agents, assigns, and successors.

1.3. The term "**INCIDENT**" when used in this release, means the following: The events alleged in **PLAINTIFF'S** operative complaint, including but not limited to any event or injuries arising from the March 9, 2012, incident.

1.4. The term, "**LAWSUIT**", when used in this release, means the following case:

CHARLES SAMUEL COUCH, v. CITY OF MANHATTAN BEACH, CHIEF EVE IRVINE, DETECTIVE JOHN NASORI, DETECTIVE MICHAEL ALLARD, DETECTIVE MICHAEL ROSENBERGER,

PLAINTIFF further agrees that, once the conditions in Part 2.1 above have been satisfied, they will cooperate with **RELEASEES** in obtaining a full and complete dismissal of this **LAWSUIT** against **RELEASEES**, with prejudice. This includes the execution of any further documents, if deemed necessary by the Court, for a full and complete dismissal of his action, with prejudice.

2.4 This release specifically includes any and all past, present, or future claims, rights, actions, causes of action, claims for costs or attorneys' fees, expenses and all other claims including for compensatory, general or special damages and/or punitive damages of any type whatsoever against **RELEASEES** for statutory violations, tortious or negligent misconduct or other any other claims which may arise, whether directly or indirectly, from the **RELEASEES'** conduct relating to **PLAINTIFF'S** claims arising out of the **INCIDENT**, or in defending or settling this **LAWSUIT**. These claims include, but are not limited to: Excessive force, assault & battery, negligence, negligent investigation, false arrest, false imprisonment, malicious prosecution, alleged violations of constitutional or civil rights based on alleged individual misconduct as well as based upon alleged policies, customs, or practices, alleged intentional or negligent infliction of emotional distress, bad faith, outrage, fraud, misrepresentation, and spoliation of evidence or any other claim for damages or fees whatsoever and all other actions or claims which have grown out of, or might grow out of, the underlying complaint, discovery conducted during pre-trial preparation of this matter and/or any other actions of any type whatsoever, including but not limited to all claims for attorneys' fees and costs.

2.5 **PLAINTIFF'S** release of **RELEASEES** includes any violations of the Bane Act (California *Civil Code* § 52.1), Unruh Act (California *Civil Code* §51, et seq.), Article I, § 13 of the California Constitution, and the Federal Civil Rights Act (42 U.S.C. § 1983, et. seq.). This release also includes any violations of any other statutes or enactments, which have been, or may be enacted or construed so as to create a private right of action to a **PLAINTIFF**.

2.6 This Full Release of All Claims contains all the promises which have been made in connection with this settlement. There are no hidden terms, and everything which is important to this release is specified in writing here. By signing this document, **PLAINTIFF** is verifying that he has read this release and understands the terms thereof.

2.10 ~~The prevailing party in any dispute over the enforcement of this release will be entitled to full payment for attorneys' fees incurred during that dispute.~~

2.11 This agreement shall be construed as though all parties have participated equally in its drafting and, it shall be interpreted, wherever possible, to make it valid and effective. If any part of this release is invalid or prohibited, only that part shall be affected and the rest of the agreement shall be enforced as written here.

2.12 **PLAINTIFF** acknowledges that he has freely assented to this settlement, which has not involved coercion, undue influence or economic pressure. **PLAINTIFF** freely agrees to this release, without reservations or doubts.

2.13 It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of any of the **RELEASEES** and that these **RELEASEES** strongly deny liability therefore and intend merely to avoid litigation and to buy their peace.


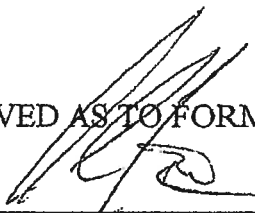
2.14 This settlement is final. It binds the parties for past, present and future claims arising out of the **LAWSUIT** or for alleged bad faith in its handling and settlement. This release also applies even to such damages or losses about which the parties do not now know, or which do not now exist, but which might arise in the future.

2.15 **PLAINTIFF** and **RELEASEES** agree to draft a Joint Media Statement and to make all statements to the news media concerning this agreement consistent with that statement.

2.16 **PLAINTIFF** ACKNOWLEDGES THAT HE IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA *CIVIL CODE* § 1542 WHICH PROVIDES AS FOLLOWS:

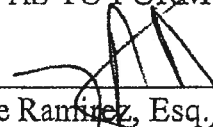
"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO

APPROVED AS TO FORM AND CONTENT:



Bruce W. Nickerson, Esq.
Albro L. Lundy III, Esq.
Counsel for Plaintiff

APPROVED AS TO FORM AND CONTENT:



Eugene Ramirez, Esq.
Angela M. Powell, Esq.
Manning & Kass, Ellrod, Ramirez, Trester LLP
Counsel for Defendants



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FILE COPY

Baker, Burton & Lundy, P.C.
515 Pier Avenue
Hermosa Beach, CA 90254-

HUMAN RESOURCES DEPT

SEP 02 2014

RECEIVED

CLAIMANT	Couch, Charles	SSANTOS
EMPLOYER	Manhattan Beach - Liability	
CLAIM NUMBER	13-116802	
INCIDENT DATE	03/09/2012	
CHECK NUMBER	5055	
CHECK DATE	08/28/2014	
CHECK AMOUNT	175,000.00	
PAYMENT TYPE	BI Loss	
FROM - THRU	08/25/2014 - 08/25/2014	
ALLOCATION	L0210	
PAYEE TAX ID		
REMARKS	Stipulation for Settlement	
SCHED ID		

THIS DOCUMENT HAS A COLORED BACKGROUND AND A SIMULATED WATERMARK ON THE BACK

CITY OF MANHATTAN BEACH

UNION BANK OF CALIFORNIA

445 South Figueroa Street
Los Angeles, CA 900711802

16-49
1220

CHECK
NUMBER

5055

General & Auto Liability
Administered by AdminSure (909) 861-0816

DATE
08/28/2014

AMOUNT

*****175,000.00

PAY One Hundred Seventy Five Thousand Dollars And 00/100

TO THE ORDER OF Baker, Burton & Lundy, P.C.
515 Pier Avenue
Hermosa Beach, CA 90254

THIS CHECK EXPIRES AND IS VOID
90 DAYS FROM CHECK DATE

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