



CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

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October 28, 2011

The Record
Scott Smith
P.O. Box 900
Stockton, CA 95201

Re: California Public Records Act Request dated October 19, 2011 – Edmond Rodriguez, Settlement Agreement

*****Response sent via e-mail ssmith@recordnet.com*****

Dear Mr. Smith,

I am writing in response to your request for public records, dated October 19, 2011, pursuant to the Public Records Act ("Act") (Gov. Code § 6250, *et seq.*).

Attached is a copy of the, "Mutual Release and Settlement Agreement," between the City of Stockton and Edmond A. Rodriguez.

If you have any questions, please contact me at (209) 937-8827.

Sincerely,

Connie Cochran
Public Information Officer

Cc: John Luebberke, City Attorney

COPY

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

Plaintiff: EDMOND A. RODRIGUEZ

Defendants: CITY OF STOCKTON, a Municipal Corporation, and
RONALD L. HITTLE

Litigation: San Joaquin County Superior Court
Case No. 39-2010-00240351-CL-OE-STK ("Litigation")

1. Excepting only the obligations set forth in this Agreement, EDMOND A. RODRIGUEZ, on behalf of himself, his representatives, agents, predecessors, heirs, successors and assigns, hereby releases and forever discharges CITY OF STOCKTON, a municipal corporation and RONALD L. HITTLE, their directors, officers, employees, representatives, predecessors, heirs, successors and assigns, and each of them, from any and all claims, rights, actions, causes of action of every kind, costs and expenses and attorneys' fees which each party now has, or has ever had, or may hereafter have, on account of, resulting from, or in connection with the Litigation set forth and referred to hereinabove.

2. Excepting only the obligations set forth in this Agreement, CITY OF STOCKTON, a municipal corporation and RONALD L. HITTLE, on behalf of themselves, their directors, officers, employees, predecessors, representatives, heirs, successors and assigns, hereby release and forever discharge EDMOND A. RODRIGUEZ, and his predecessors, representatives, agents, heirs, successors and assigns, and each of them, from any and all claims, rights, actions, causes of actions of every kind, costs and expense and attorneys' fees which each party now has, or has ever had; or may hereafter have, on account of, resulting from, or in connection with the Litigation set forth and referred to hereinabove.

3. In consideration for the release set forth above, the parties agree as follows:

(a) CITY OF STOCKTON shall pay to EDMOND A. RODRIGUEZ the sum of \$30,203, which sum shall be allocated as follows: \$25,203 as and for attorneys' fees and \$5,000 as and for lost compensation.

(b) Upon receipt of the funds, EDMOND A. RODRIGUEZ shall immediately cause to be filed a dismissal with prejudice of the Litigation as to all defendants.

4. This Mutual Release and Settlement Agreement shall inure to the benefit of EDMOND A. RODRIGUEZ, CITY OF STOCKTON, and RONALD L. HITTLE, and their respective past, present, or future principals, heirs, executors, administrators, successors, assigns, partners, and insurers.

5. It is understood and agreed that this Mutual Release and Settlement Agreement is the compromise of disputed claims and that the considerations recited in the various subparagraphs above are not to be construed as an admission of liability on the part of any signatory to this Agreement.

6. Each party agrees that the terms and conditions of this Agreement are and shall remain private and confidential, except as may be reasonable required in a party's dealing with their own attorneys, accountants, tax preparers, or as otherwise required by law.

7. The parties hereto each acknowledge that the covenants, terms and conditions, rights and obligations contained in and created by this Mutual Release and Settlement Agreement constitute consideration for the releases contained herein. The parties hereto each further acknowledge and represent that they have been advised by legal counsel of their choice concerning the provisions of California Civil Code section 1542 and thereby release and waive their respective rights under said section for purposes of, and only for purposes of, the rights and obligations and releases created by this Release. EDMOND A. RODRIGUEZ, CITY OF STOCKTON, and RONALD L. HITTLE each certify that they have read and understand the following provisions of California Civil Code section 1542:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

8. Except as otherwise provided herein, the parties to this Mutual Release and Settlement Agreement shall each bear their own attorney's fees and all expenses and costs, taxable or otherwise, in connection with the claims released herein, and in preparation of this Mutual Release and Settlement Agreement.

9. All persons signing this Mutual Release and Settlement Agreement represent and warrant that said undersigned have the authority and capacity to make the releases as set forth hereinabove.

10. The parties to this Mutual Release and Settlement Agreement expressly state and represent that they have consulted with their attorneys concerning all portions of this Mutual Release and Settlement Agreement, that they have read this Mutual Release and Settlement Agreement, that they have been fully advised by their attorneys with respect to their rights and obligations hereunder and that they are fully aware of the intent of this Mutual Release and Settlement Agreement, its legal effect and have not been influenced to any extent whatsoever by any representation or consideration other than as stated herein.

11. The terms and conditions of this Mutual Release and Settlement Agreement shall be interpreted under the laws of the State of California.

12. Each of the undersigned hereby acknowledges receipt of a copy of this Mutual Release and Settlement Agreement before signing it. It is understood that the provisions of this Mutual Release and Settlement Agreement are contractual and are not merely recitals and that the undersigned parties, and each of them, have read the foregoing Mutual Release and Settlement Agreement, understand it and sign the same as their voluntary act and deed.

13. Time is of the essence in this Mutual Release and Settlement Agreement.

14. In the event that any provision of this Mutual Release and Settlement Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceable shall not effect in any respect whatsoever the validity of the remainder of this Mutual Release of Settlement Agreement.

This document is executed and effective this 27th day of September 2011.

PLAINTIFF:


Edmond A. Rodriguez

DEFENDANTS:

CITY OF STOCKTON and
RONALD L. HITTLE

By: 

JOHN M. LUEBBERKE
CITY ATTORNEY

Approved as to form
And content:

HAKEEM, ELLIS & MARENGO
A Professional Corporation

By: 

Albert M. Ellis
Attorney for Plaintiff