

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("AGREEMENT") is made and entered into by and between the City of Bell ("CITY" or "BELL"), a charter city and municipal corporation, and Randy G. Adams ("ADAMS") (CITY and ADAMS may be referred hereinafter to individually as "PARTY" or collectively as "PARTIES") to terminate and release fully and finally all disputes arising out of, or related to the Actions defined hereinafter and with reference to the following facts:

RECITALS

A. THE ACTIONS

WHEREAS, on September 15, 2010, the People of the State of California ex rel Edmund G. Brown Jr. filed a complaint in the Superior Court of the State of California, County of Los Angeles ("LASC"), entitled *The People of the State of California ex rel Edmund G. Brown, Jr. v. Robert A. Rizzo, et al.*, LASC Case No. BC445497 ("AG Case"). The Attorney General ("AG") asserted two causes of action against Adams - waste of public funds/illegal expenditure of public funds and breach of fiduciary duty and violation of the public trust - and sought restitution of all compensation paid to Adams in excess of what was reasonable and appropriate. All Defendants demurred to the AG's complaint; in response, the AG filed an amended complaint. Defendants then demurred to the amended complaint. The trial court sustained the demurrers without leave to amend and dismissed the action. The AG appealed the trial court's decision; the Court of Appeal reversed and remanded the case back to the trial court. The Court of Appeal granted the Attorney General ("AG") leave to amend the first cause of action against ADAMS for waste of public funds and upheld the dismissal of the second cause of action against him for breach of fiduciary duty. The trial court then stayed the case from July 2013 to January 2014 pending additional appeals. Currently, the last day for the AG to file a second amended complaint is August 18, 2014. It is uncertain whether the AG will include Adams as a co-defendant in its second amended complaint.

WHEREAS, on October 3, 2011, ADAMS filed a complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Randy G. Adams v. City of Bell* ("Indemnification case"), LASC Case No. 47079, seeking indemnification from CITY for legal costs incurred in defending a lawsuit filed by the State Attorney General against Adams and others based on his alleged employment in BELL;

WHEREAS, on July 30, 2012, ADAMS filed a complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Randy G. Adams v. Bell* ("Adams case"), LASC Case No. BC 489331, alleging breach of employment contract and seeking severance pay and other unpaid compensation from CITY;

WHEREAS, on September 4, 2012, CITY filed a Cross-Complaint against ADAMS, asserting violations of the False Claims Act and seeking declaratory relief and restitution from ADAMS ("Cross-Complaint");

B. ADAMS' ASSOCIATION WITH THE CITY

WHEREAS, during their extended tenure with CITY, former Chief Administrative Officer ("CAO") Robert A. Rizzo ("Rizzo") and his assistant, Pier'Angela Spaccia ("Spaccia"), together with other CITY employees, engaged in a long-running series of illegal acts from at least 2003 to 2010, during which time they misappropriated millions of dollars in CITY funds by a variety of means, including but not limited to illegal compensation packages effected by way of unauthorized, illegal employment agreements unilaterally approved by Rizzo in violation of BELL's Charter;

WHEREAS, in 2009, during the height of the illegal acts occurring within the City, Rizzo and Spaccia sought to recruit former City of Glendale Chief of Police ADAMS, to serve as CITY's Chief of Police;

WHEREAS, as a result of Rizzo, Spaccia and ADAMS' negotiations to recruit ADAMS as CITY's Chief of Police, Rizzo, Spaccia and ADAMS agreed ADAMS would receive base compensation of \$457,004 while serving as CITY's Chief;

WHEREAS, following the conclusion of the negotiations, ADAMS and CAO Rizzo executed that certain Employment Agreement for the position of Chief of Police, dated May 29, 2009 (hereinafter referred to as the "EMPLOYMENT AGREEMENT"), whereby BELL contends Rizzo unilaterally purported to hire ADAMS as CITY's Chief of Police without City Council authorization or approval;

WHEREAS, ADAMS contends that CAO Rizzo and an outside attorney who worked for the City represented to ADAMS that CAO Rizzo had full authority to negotiate and enter into a contract with ADAMS;

WHEREAS, BELL contends no CITY attorney or outside attorney employed by CITY ever told ADAMS CAO Rizzo had unilateral authority to enter into an employment agreement with ADAMS without City Council approval;

WHEREAS, BELL's City Council never formally appointed ADAMS as CITY's Chief of Police;

WHEREAS, ADAMS contends the clerk for the CITY administered the oath of office to serve as Bell's Chief of Police outside the presence of the City Council;

WHEREAS, CITY's Chief of Police is a department head;

WHEREAS, Section 604 of BELL's City Charter requires City Council review and approval of the appointment and removal of department heads, including the Chief of Police;

WHEREAS, neither the City Charter nor any subsequent City Council-approved and implemented Resolution ever gave CITY's CAO the apparent or actual authority to unilaterally hire or entire into binding agreements with department heads, such as the Chief of Police;

WHEREAS, ADAMS' EMPLOYMENT AGREEMENT never appeared on a City Council meeting agenda, was never discussed at any City Council meeting, and was never approved by BELL's City Council;

WHEREAS, ADAMS contends that CAO Rizzo set meetings with each City Council member and ADAMS' understanding was that the meetings were for the purpose of approving his employment as Chief of Police prior to the execution of the EMPLOYMENT AGREEMENT;

WHEREAS, ADAMS contends CAO Rizzo told ADAMS the City Council members had approved him as Chief of Police;

WHEREAS, BELL contends Section 505 of BELL's City Charter requires City Council approval of written employment contracts for department heads, such as the Chief of Police;

WHEREAS, CITY Resolution No. 2006-42 specifically denies the CAO the power to bind CITY to written employment contracts for CITY employees employed at a regular salary, by stating as follows: "The authority granted by this resolution shall not apply to any written contract for services rendered by any person in the employ of the City at a regular salary."

C. ADAMS' PURPORTED TERMINATION FROM HIS POSITION AS CHIEF OF POLICE

WHEREAS, in July 2010, the Los Angeles Times published a series of articles exposing the CITY's corruption scandal, including what BELL contends was the grossly excessive compensation paid to ADAMS, and those articles generated a great deal of publicity;

WHEREAS, on July 22, 2010, following the Los Angeles Times exposé, the BELL City Council held a closed session meeting during which it unanimously voted that ADAMS, Rizzo and Spaccia had immediately resigned "voluntarily," and would receive no severance in association with their "resignations;"

WHEREAS, ADAMS received no further compensation from CITY following the July 22, 2010 City Council meeting;

WHEREAS, ADAMS received compensation through August 1, 2010; WHEREAS, in August 2010, CITY sent ADAMS a letter purporting to accept his "resignation" and stating his separation from CITY was effective August 30, 2010;

WHEREAS, ADAMS contends he neither resigned nor received a letter from the CITY or its representatives terminating him.

D. THE PARTIES' ALLEGATIONS

1. ADAMS

WHEREAS, ADAMS alleges CITY implicitly approved his appointment as Chief of Police, so he was an employee of CITY, and if it did not approve his appointment, he is nonetheless a common-law CITY employee by virtue of the fact that he provided services to CITY as its Chief of Police for over a year, received paychecks from CITY for those services, and was widely recognized as Chief of Police, so he is therefore entitled to wages from CITY;

WHEREAS, ADAMS alleges his EMPLOYMENT AGREEMENT was valid and enforceable, so he is entitled to all the benefits afforded to him by virtue of that agreement, including severance pay;

WHEREAS, ADAMS alleges he was terminated from employment with CITY without cause;

WHEREAS, ADAMS alleges CITY breached his EMPLOYMENT AGREEMENT when it failed to pay him severance, since he was terminated without cause, and owes him severance pay and other benefits provided to him pursuant to the agreement;

2. CITY

WHEREAS, CITY alleges ADAMS was not employed as its Chief of Police, since the BELL City Council never approved his appointment, contrary to the requirements of the City Charter;

WHEREAS, CITY alleges ADAMS' EMPLOYMENT AGREEMENT was void *ab initio* as a matter of law, since it was never approved by the City Council in violation of BELL's City Charter, and is therefore unenforceable; and CITY is thus entitled to full restitution of all monies paid to ADAMS pursuant to his illegal EMPLOYMENT AGREEMENT;

WHEREAS, CITY alleges ADAMS violated the False Claims Act each pay period when he requested and received, or was the beneficiary of, the payment of compensation pursuant to his illegal Employment Agreement.

E. THE COURT'S STATED POSITION

WHEREAS, the Honorable Ruth Ann Kwan, the judge assigned to the ADAMS case, advised the PARTIES that "nobody works for free in America," and stated on several occasions that ADAMS would be entitled under equitable principles to compensation for his service as CITY's Chief of Police;

WHEREAS, Judge Kwan has repeatedly advised the PARTIES that while CITY may be entitled to some restitution for some of the compensation paid to ADAMS pursuant to his

contract, he is likewise entitled to compensation equivalent to that paid to a similarly situated Chief of Police in a community similar to BELL;

WHEREAS, Judge Kwan has strongly recommended the PARTIES resolve this dispute;

WHEREAS, Judge Kwan believes the settlement is fair and reasonable;

WHEREAS, on April 4, 2014, Judge Kwan approved the Parties' settlement and strongly recommended the Parties enter into a settlement agreement including the terms specified in her approval of settlement, subject to City Council approval.

F. RESOLUTION OF THE PARTIES' DISPUTE

WHEREAS, the PARTIES hereto wish to resolve fully and finally all disputes which may exist by and between the PARTIES concerning the Actions; and

NOW THEREFORE, and in consideration for the promises, waivers and releases contained herein, the PARTIES agree as follows:

AGREEMENT

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the PARTIES hereto agree as follows:

1. The following terms are material provisions of this AGREEMENT.
2. Repayment of Compensation. ADAMS will pay CITY the sum of \$216,714.12, less \$2,000 owed to ADAMS as excess paid deferred compensation, or a net sum of \$214,714.12, to be designated as a "roll back of compensation" he received while serving as CITY's Police Chief. The proposed compensation rollback is based on the compensation paid to ADAMS' immediate predecessor, Chief Probst; compensation paid to former Acting Chief Miranda; compensation offered as part of CITY's recruitment efforts for a new Chief; ADAMS' prior compensation as Chief of Police of Glendale; and a survey of compensation paid to Chiefs of Police in similarly sized cities in Los Angeles County, all of which resulted in a proposed annual compensation of \$180,000. It includes 1.11 hours of vacation leave and four (4) months' severance based on the revised market rate compensation of \$180,000.
3. Issuance of Amended Form W-2. CITY will accept the return of ADAMS' compensation as a roll back of the compensation he received in 2010 and will issue an amended 2010 Form W-2 reflecting the change. This amended W-2 will reflect total annual compensation that is decreased by the amount paid pursuant to paragraph 1, above, and consequently, that is less than what was previously required to be reported to the tax collection authorities. CITY will properly file the amended W-2 with the Federal and State tax authorities no later than April 11, 2014, and will issue Adams an amended 2010 W-2 by April 11, 2014.

4. Last Day On City Payroll. CITY agrees to work in good faith with CalPERS to adjust ADAMS' effective retirement date based on his last day paid as an employee. ADAMS acknowledges CITY has no control over CalPERS' final decision on ADAMS' effective retirement date.
5. Waiver of Sick and Vacation Leave Claims. ADAMS will not pursue any claims for sick leave or vacation time, the value of which CITY contends is \$95.96, based on Resolution 2008-05, section 5, which states employees will accrue vacation after completing one year of service, with an initial accrual rate of 3.696 hours/pay period, and that employees will accrue sick leave after completing 18 months' service, with an initial accrual rate of 3.696 hours/pay period. Even if ADAMS' contract was valid, under the terms of Section 6 of that contract, ADAMS was ineligible to accrue vacation until July 27, 2010, and never became eligible to accrue sick leave.
6. Waiver of Assessment Report Payment Claim. ADAMS will not pursue any claim for payment for the assessment report he was directed to prepare in August 2010, the value of which he contends exceeds the sum of \$8,785.50.
7. Waiver of Severance Pay and Lifetime Medical Benefits Claims. ADAMS will not pursue any claims for severance pay or lifetime medical benefits as a result of his work or employment with CITY, the value of which he contends exceeds the sum of \$750,000. However, CITY, in evaluating the settlement payment requested from ADAMS, recognized it is standard procedure for Chiefs of Police to be paid a severance, and based on a survey of similarly sized Los Angeles County cities, determined that a four-month severance payment is reasonable. The value of that severance based on ADAMS' revised compensation amount is approximately \$60,000, which amount was deducted from the return of compensation requested from ADAMS.
8. Dismissal of Adams Action. ADAMS will dismiss his pending breach of contract complaint against CITY, Los Angeles Superior Court Case No. BC489331, with prejudice, and each side will bear their own legal fees and costs, within fourteen (14) calendar days after all the following events have occurred: (1) receipt by CITY of the AGREEMENT executed by ADAMS; and (2) approval of the AGREEMENT by CITY.
9. Dismissal of Indemnification Action. ADAMS will dismiss his pending indemnification complaint against CITY, Los Angeles Superior Court Case No. BC470794, with prejudice, and each side will bear their own legal fees and costs, within fourteen (14) calendar days after all the following events have occurred: (1) receipt by the CITY of the AGREEMENT executed by ADAMS; and (2) approval of the AGREEMENT by the CITY.
10. Agreement Paul Hastings Will Not Seek To Recover Attorneys' Fees or Costs From The City. ADAMS agrees that Paul Hastings will not seek to recover attorneys' fees or costs from CITY, and that if Paul Hastings does so, ADAMS will be responsible for payment of those fees and costs.

11. Retention of Statutory Indemnification Rights For Third-Party Claims Related to Service As Chief of Police. ADAMS will retain all rights, if any, that he otherwise would have to pursue indemnification from CITY for any future claims brought against him by third parties related to his service as CITY's Chief of Police, as provided by the Government Code.
12. Dismissal of Cross-Complaint. CITY will dismiss its pending cross-complaint against ADAMS, with prejudice, and each side will bear their own legal fees and costs, within fourteen (14) calendar days after all the following events have occurred: (1) receipt by CITY of the AGREEMENT executed by ADAMS; and (2) approval of the AGREEMENT by CITY.
13. Issuance of Retirement Credentials. CITY will issue the appropriate retirement credentials to ADAMS, as required by the Government Code.
14. Revocable Settlement. In the event the AG pursues further action against ADAMS, the settlement will be fully revocable by ADAMS. Upon revocation of the AGREEMENT, CITY will return all monies paid to it by ADAMS as provided in section 2, *supra*, without interest. CITY will also file a revised Form W-2 with the IRS to reflect the return of compensation to ADAMS. In the event of revocation of the AGREEMENT, the statute of limitations for Los Angeles Superior Court Case Nos. BC489331 ("Adams case") and BC470794 ("Indemnification case") will be treated as tolled from the EFFECTIVE DATE of the settlement (as defined in section 25 below).
15. Adams' Request For Dismissal From AG Action. Should the AG's office elect to pursue its action against ADAMS in Los Angeles Superior Court Case No. BC445497 ("AG case"), ADAMS will seek dismissal of the action against him. Because of this AGREEMENT, CITY agrees not to oppose ADAMS' effort to dismiss himself from the AG case.
16. Court Retention of Jurisdiction. The Court will retain jurisdiction of this matter pursuant to Code of Civil Procedure section 664.6 to enforce the terms of the settlement, including revocation provision.
17. Waiver of Future Employment. Based upon the terms of this AGREEMENT, ADAMS expressly agrees not to seek to employment or reinstatement to CITY at any time. If ADAMS does apply for employment with CITY, the PARTIES agree CITY shall be entitled to reject, with or without cause, any application for employment or agreement for independent contractor status or any other business relationship with CITY made by ADAMS and CITY shall not be liable to ADAMS for any cause or damages whatsoever. ADAMS further agrees that any rejection of any such application or offer made is not for a discriminatory or any other illegal purpose and ADAMS waives all rights to future employment, agreement for independent contractor status or any other business relationship with CITY.
18. No Admissions. This AGREEMENT shall not in any way be construed as an admission of liability, fault or wrongdoing of any kind by the PARTIES. The PARTIES specifically

disclaim any liability to or wrongful acts against each other. The PARTIES each deny any liability in connection with any claim and intend hereby solely to avoid potential claims and/or litigation and buy their peace.

19. Mutual Releases. ADAMS and CITY, and on behalf of their respective spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges each other, and each of their predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter collectively referred to as the "RELEASED PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which either PARTY now has or may acquire in the future, or which either PARTY ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time related to ADAMS' purported employment with CITY from the beginning of time up to and including both the date of ADAMS's execution of this AGREEMENT or separation date, whichever is later, and from that date through the EFFECTIVE DATE (as defined in section 25 below) (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. ADAMS and CITY expressly acknowledge the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, CLAIMS based upon any alleged breach of contract or any other agreement of employment, including the EMPLOYMENT AGREEMENT and the AMENDED EMPLOYMENT AGREEMENT, any demand for wages, overtime, or benefits, any negotiation(s), representation(s), and/or receipt by ADAMS of compensation and/or benefits during the time of his purported employment with CITY, any alleged claim for waste of public funds, any alleged breach of any duty arising out of contract or tort, any alleged wrongful acts including but not limited to slander, defamation, retaliation, abuse of power, or other unlawful act, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all CLAIMS whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12,900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation, with the sole exception being any Workers' Compensation claim and any claim under paragraph 11 of this Agreement.

This mutual release does not apply to ADAMS' claims for indemnification, as detailed in paragraph 11, *supra*.

20. Specific Release. ADAMS and CITY specifically agree they shall not in the future file, participate in, instigate or encourage the filing of any lawsuits, complaints, charges or any other proceedings in any state or federal court of before any local, state, or federal agency, administrative tribunal, quasi-administrative tribunal or person, claiming the other PARTY or RELEASED PARTIES have violated any local, state or federal laws, statutes, ordinances or regulations or claiming the RELEASED PARTIES have engaged in any tortious, other state, or other federal based misconduct of any kind, related to ADAMS' purported employment with CITY and based upon any events occurring prior to the date of ADAMS's execution of this AGREEMENT. Nothing in this Agreement is intended to or does preclude ADAMS from bringing a Workers' Compensation lawsuit or filing for disability retirement in the event he suffers an injury that is determined to be compensable under applicable law and/or regulations.

21. General Release. For the purpose of implementing a full and complete release and discharge of the PARTIES, the PARTIES expressly acknowledge this AGREEMENT is also intended to include its effect, without limitation, all claims which the PARTIES do not know of or expect to exist in their favor at the time of the execution hereof, and the PARTIES agree this AGREEMENT contemplates the extinguishment of any such claim, or claims. The PARTIES expressly waive and relinquish all rights and benefits afforded by §1542 of the Civil Code of California and understand and acknowledge the significance and consequences of such specific waiver of said provisions of law. Section 1542 of the Civil Code states as follows:

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

22. Non Confidentiality of AGREEMENT. ADAMS acknowledges CITY is a public entity and, as such, CITY cannot promise to or otherwise keep the terms and conditions of this AGREEMENT confidential. Neither party is bound by confidentiality.

23. Legal Counsel & Advice. ADAMS and CITY represent that they have thoroughly discussed the terms of this AGREEMENT with a representative of their own choosing or have otherwise had the opportunity to do so, they have carefully read and fully understands all of the provision of this AGREEMENT, and they are voluntarily entering into this AGREEMENT without coercion. ADAMS and CITY understand the waiver they have made and the terms they have agreed to herein are knowing, conscious, and with the full appreciation they are forever foreclosed from pursuing any of the rights so waived. No promise, inducement, or agreement not expressed herein has been made to ADAMS or CITY in connection with the AGREEMENT.

24. Review & Revocation Rights. **WAIVER OF RIGHTS OR CLAIMS PURSUANT TO TITLE 29 OF THE LAWS OF THE UNITED STATES OF AMERICA AND CHAPTER 14, ENTITLED "AGE DISCRIMINATION IN EMPLOYMENT."** ADAMS specifically acknowledges that pursuant to Title 29 of the Code of the Laws of the United States of America, Chapter 14, entitled "AGE DISCRIMINATION IN EMPLOYMENT," (1) it shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privilege of employment, because of such individual's age; (2) to limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individual's age; or (3) to reduce the wage rate of any employee in order to comply with said Chapter.

ADAMS hereby acknowledges and agrees he has been given a period of at least twenty-one (21) days within which to consider entering into this AGREEMENT. To the extent that ADAMS takes less than twenty-one (21) days to consider this AGREEMENT prior to execution, ADAMS acknowledges he had sufficient time to consider this AGREEMENT with his legal counsel and he expressly, voluntarily and knowingly waives any additional time. ADAMS acknowledges that for a period of seven (7) calendar days following the City Council's approval and the Parties' execution of this AGREEMENT, he may revoke the AGREEMENT and the AGREEMENT shall not become effective or enforceable until the revocation period has expired. 29 U.S.C. Section 626(f)(1)(G). As regards this Chapter 14, ADAMS specifically acknowledges he has received valuable consideration for his waiver of rights, and he knows of his right to consult an attorney prior to executing this AGREEMENT. ADAMS and CITY also acknowledge and agree any changes to this AGREEMENT after initially delivered to ADAMS and solely requested by ADAMS but agreed to by CITY, shall not restart the twenty-one (21) day period to consider this AGREEMENT prior to its execution.

25. Effective Date. The EFFECTIVE DATE of this AGREEMENT is the last date on which all of the following occurs: (1) this AGREEMENT is executed by CITY and ADAMS; (2) CITY's City Council has approved the AGREEMENT; and (3) the seven-day revocation period has expired without any receipt of any revocation.
26. Waivers. No waiver by any PARTY of any breach of any term or provision of this AGREEMENT shall be construed to be, nor shall be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this AGREEMENT.
27. Joint Drafting. This AGREEMENT shall be deemed to have been drafted jointly by the PARTIES. Any uncertainty or ambiguity shall not be construed for or against any PARTY based upon attribution of drafting to any PARTY.
28. Notices. Any notice, demand, request, document, consent, approval, or communication either PARTY desires or is required to give to the other PARTY shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of CITY, to the City Manager, CITY OF BELL, 6330 Pine Avenue, CA 90201 and in the case of

ADAMS, to ADAMS' counsel, Law Offices of Sana Swe, Sana Swe, 8391 Beverly Blvd. #219, Los Angeles, CA 90048. Either PARTY may change its address by notifying the other PARTY of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

29. Bear Own Costs. Except as otherwise provided in this AGREEMENT, each party bears its own costs and attorneys' fees relative to drafting this AGREEMENT and enforcement of the AGREEMENT.
30. Choice of Law and Forum For Enforcement. This AGREEMENT is made and entered into in the State of California, and shall be governed, interpreted and enforced under the laws of the State of California. ADAMS and CITY agree jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this AGREEMENT or any of its terms shall exist exclusively in a court or government agency located within the County of Los Angeles, State of California. ADAMS and CITY further agree this AGREEMENT may be used as evidence in any subsequent proceeding, in which any of the PARTIES allege a breach of this AGREEMENT or seeks to enforce its terms, conditions, provisions, or obligations. This AGREEMENT may not be used for any purpose in the event it is revoked.
31. Mutual Cooperation. ADAMS and CITY agree to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this AGREEMENT and to protect the respective rights of ADAMS and CITY. It is further understood and agreed that if, at any time, a breach of any term of this AGREEMENT is asserted by any PARTY to this AGREEMENT, the PARTY shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including, but not limited to, damages, from any court of competent jurisdiction in the County of Los Angeles.
32. Counterparts. This AGREEMENT may be executed in one or more counterpart each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, facsimile or electronic transmission of the AGREEMENT, including signatures, shall be deemed to constitute evidence of the AGREEMENT having been executed.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed the Settlement Agreement and General Release and agree to be bound by all terms and conditions herein.

Dated: 4-9-14

By: Randy G. Adams
Randy G. Adams

Dated: 4/10/2014

By: [Signature]

Nestor Enrique Valencia
Mayor

APPROVED AS TO FORM:

Dated: 4/11/14

By: 
David J. Aleshire
City of Bell City Attorney

Dated: April 11, 2014

By: 
Sana Swe
Attorney for Plaintiff/Cross-Defendant,
RANDY G. ADAMS