

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (hereinafter "Agreement") is made and entered into by and between Luis Medina ("Plaintiff"), on the one hand, and Westside Center for Independent Living (the "Company") and Howard Weisbrot (collectively "Defendants") on the other hand (collectively the "Parties").

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

I. RECITALS

A. On May 20, 2014, Plaintiff filed a lawsuit against Defendants in Los Angeles County Superior Court titled "Luis Medina, Plaintiff, vs. Westside Center for Independent Living, Inc.; a California corporation; Howard Weisbrot, an individual; and Does 1 through 100, inclusive, Defendants," Case No. BC546223 ("COMPLAINT").

B. On June 30, 2014, Defendants answered the Complaint and denied each and every allegation contained in the Complaint.

C. On March 6, 2015, the Parties participated in a full-day mediation with mediator Eugene Moscovitch, at Judicate West's Los Angeles office. During the mediation, the Parties reached an agreement settle the matter, in full.

D. The Parties now desire to settle fully and finally, among other things, all differences between them, including, but in no way limited to, the causes of action and allegations raised in Plaintiff's COMPLAINT, any and all damages associated with such causes of action and allegations, including but not limited to general damages, economic damages, special damages, punitive damages, and emotional distress damages, and any other differences, issues, or potential claims that may have arisen out of Plaintiff's employment and separation of employment with the Company.

E. Plaintiff acknowledges that the terms of the settlement herein, together with the execution of the Agreement, are the result of compromise and negotiations between the Parties, and that this Agreement is entered into in good faith.

II. AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Non-Admission of Liability

This Agreement shall not in any way be construed as an admission by Defendants or any Releasee (as defined below) that they have acted wrongfully, or that Plaintiff or any other person has any rights whatsoever against Defendants or any Releasee. Defendants specifically disclaims any liability to or wrongful acts against Plaintiff or any other person.

Initials:



2. Consideration

(a) The Company and/or its designee agrees to pay on behalf of all Defendants (1) eighty-two thousand dollars (\$82,000.00) via check made payable to the "Reisner & King LLP Client Trust Account" (the "Confidential Settlement Sum") representing the compromise of a *bona fide* dispute concerning Plaintiff's alleged claims, for which the applicable Form(s) 1099 will be issued. Said check will be mailed to Plaintiff's attorneys within seven (7) calendar days from the date that Plaintiff delivers to the Company the executed original of this Agreement, and the applicable W-9 and Dismissal forms. Said dismissal shall be held by defense counsel until Plaintiff's counsel receives the settlement funds. The Confidential Settlement Sum shall be inclusive of all claims for attorneys' fees, costs, and expenses. The Parties hereto further agree that the mutual promises and consideration provided herein, including without limitation the release provided below, are adequate, valid and enforceable, and that neither party shall hereafter contend that the promises and/or consideration provided herein are not adequate, valid and/or enforceable.

(b) Plaintiff shall be responsible for the payment of taxes, if any, in connection with the consideration described in subparagraph (a) above. Plaintiff further agrees to indemnify, pay for the defense, reimburse and hold Defendants and the Releasees (as defined below) harmless for said tax liability, potential tax liability, and/or any claims for tax liability based upon Plaintiff's failure to pay taxes in connection with the consideration described above and/or his employment with the Company. Plaintiff further agrees not to seek or make any claim against Defendants or any Releasee for compensation, recompense, damages, costs, interest, fees, assessments, withholding, penalties or other losses, if a claim or determination of deficiency of any kind is made. In addition, Plaintiff understands and agrees that neither the Defendants nor any Releasee (as defined below) have any duty to defend against any claim or assertion of deficiency, nor any obligation to appeal any such determination, and Plaintiff agrees to assume responsibility for contesting any such claim or assertion, to pay Defendants fees and costs incurred in the defense of any claim made against Defendants or any Releasee (as defined below), and to cooperate fully in the defense of any such claim or claims which is brought against Defendants or any Releasee (as defined below).

3. No Prior Entitlement to Consideration

Plaintiff acknowledges that he enters into the promises and executes the releases described herein in exchange for the consideration described in Paragraph 2, above, and that he would not otherwise be entitled to such consideration but for his promises and execution of this Agreement and the grant of releases as provided herein. Plaintiff further represents and agrees that, other than the consideration provided for by virtue of the terms of this Agreement, he is not entitled to any other payment or benefit from Defendants or any Releasee, and will not hereafter claim any such other payment, benefit or consideration.

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4. Mutual Waiver of Attorneys' Fees and Costs

Plaintiff and Defendants shall bear their own attorneys' fees and costs in connection with Plaintiff's alleged claims, and neither party shall seek to recover from the other such attorneys' fees or costs.

5. Consultation With Counsel

Plaintiff represents that he has been advised by the Company to discuss and seek assistance of his legal counsel in reviewing the terms of this Agreement. Plaintiff further represents that he has fully discussed all aspects of this Agreement with his attorneys to the extent that he desires; that he has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he has been advised that he may take reasonable time for the full consideration of it; that he fully understands that this Agreement releases all of his claims, both known and unknown, against Defendants and the Releasees, as defined below, and each of them; that he is voluntarily entering into this Agreement; and that he has the capacity to enter into this Agreement.

6. Release of Liability

As a material inducement to Defendants to enter into this Agreement, Plaintiff does hereby, for himself and his heirs, successors, assigns and relatives by blood or marriage, forever release (1) the Company, and each of its past and present officers, directors, employees, agents, representatives, attorneys, insurers, parent corporations, subsidiary corporations, related entities, assigns, successors and predecessors, and all persons acting by, through, under or in concert with any of them, and (2) Howard Weisbrot ("Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including back wages, bonuses, stock options, and attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations of any contract, express or implied (including but not limited to any contract of employment, partnership, independent contractor, fiduciary, special or confidential relationship); any covenant of good faith and fair dealing (express or implied); any tort, including fraud and deceit, negligent misrepresentation, promise without intent to perform, conversion, breach of fiduciary duty, defamation, libel, slander, invasion of privacy, negligence, intentional or negligent infliction of emotional distress, malicious prosecution, abuse of process, intentional or negligent interference with prospective economic advantage, and conspiracy; any "wrongful discharge" claims; any claims relating to any breach of public policy; any violations or breaches of corporate by-laws; any claims set forth in the COMPLAINT; any legal restrictions on the Company's or any Releasee's rights to take employment actions of any kind; or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); (2) 42 U.S.C. §§ 1981 et seq. (discrimination); (3) 29 U.S.C. §§ 621-634 (age discrimination); (4) the California Fair Employment and Housing Act (discrimination in employment and/or housing, including race, religious creed, color, national origin, ancestry, physical or mental

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disability, medical condition, marital status, sex, age or sexual orientation) Cal. Gov't. Code §§ 12900 *et seq.*; (5) Executive Order 11246 (race, color, religion, sex and national origin discrimination); (6) Executive Order 11141 (age discrimination); (7) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (8) California Labor Code Sections 200, *et seq.* (claims for wages, bonuses, vacation pay, penalties, etc.); (9) California Industrial Welfare Commission Orders (minimum wage, overtime, etc.); (10) Labor Code Sections 970, *et seq.* (misrepresentation of employment conditions); (11) Labor Code Sections 1050-1057 (false statements); (12) Civil Code Sections 44 *et seq.* (libel and slander); (13) California Labor Code Section 432.5 (agreement to illegal terms of employment); (14) the Employee Retirement Income Security Act (Title 29 U.S.C.A. § 1000 *et seq.*); (15) Labor Code §§206.5 and 2802; and (16) Civil Code § 56.20 (collectively "Claim" or "Claims"), which Plaintiff now has, had or may have against Defendants and Releasees, arising prior to the execution of this Agreement. This Agreement does not release claims that cannot be released as a matter of law, and does not release any previously filed but still pending worker's compensation matter against the Company.

7. Knowing and Voluntary Waiver

The Parties expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or his favor at the time of executing the release, which if known by him or his must have materially affected his or his settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete mutual release, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims of which the Parties do not know or suspect to exist at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such Claim or Claims. Nothing in this Agreement is intended to waive or release any claim or potential claim that cannot be waived or released under applicable California or federal law.

8. Confidentiality

(a) Plaintiff and his attorneys and agents represent and agree that, with the exception of any civil judicial action where disclosure of this Agreement is ordered by the court, or where disclosure is compelled by law or government audit, or in any worker's compensation proceeding in which disclosure is either necessary or required, they have and will keep the nature, terms, amount and existence of this Agreement and the Confidential Settlement Sum strictly confidential, and that they have not already disclosed, discussed, or revealed and will not hereafter disclose, discuss, or reveal any information concerning the nature, terms and existence of this Agreement or the Confidential Settlement Sum to any other person, entity, or

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organization, except that Plaintiff may disclose this information to his spouse or domestic partner, personal legal counsel and professional accountant, all of whom will be bound by this confidentiality provision; Plaintiff may make such disclosure only if he beforehand advises such person(s) of this confidentiality provision and the fact that they are bound by it as well. Plaintiff is to advise the Company of any request or demand for disclosure in any civil judicial action immediately upon learning of it so that the Company will be afforded a full opportunity to intervene, to object and to take any other action necessary to protect the confidentiality of this Agreement and the Confidential Settlement Sum.

(b) In the event that Plaintiff, his spouse or domestic partner, his attorneys or his accountants violate or breach the above confidentiality term of this Agreement, Plaintiff agrees to pay, as liquidated damages and not as a penalty, the sum of \$2,500.00 for each such breach. The foregoing liquidated damages sum represents a reasonable estimate of the minimum actual damages that would be suffered as a result of any breach of the specified terms, and is not punitive in any way. The Parties to this Agreement further represent and agree that the liquidated damages provision contained in this paragraph is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of this term would be difficult to ascertain with specificity.

(c) In response to any inquiries about Plaintiff's alleged claims against Defendants and their resolution, Plaintiff and his counsel may only say, "The matter has been resolved." Neither Plaintiff nor any person bound by this confidentiality term may characterize the resolution of this matter in any other way.

9. No Disparaging Remarks

(a) Plaintiff agrees not to verbally or in writing disparage, criticize or denigrate the Company, Howard Weisbrot, or any Releasee. In addition, Plaintiff agrees not to testify or otherwise participate in any complaints, charges, lawsuits or proceedings of any kind against the Company, Howard Weisbrot, or any Releasee with any governmental agency or any court, with the exception of any civil judicial action where testimony is ordered by the court, or where testimony is compelled or required by law.

(b) If a prospective employer contacts the Company's human resources department for an employment reference or verification with respect to Plaintiff, the Company's human resources department will only provide the following information: Plaintiff's dates of employment, position(s) held and, final rate of pay. The human resources department will give no other information out unless otherwise required by law or legal process.

10. No Future Employment

Plaintiff acknowledges and agrees that he has no claim or right to further employment or engagement with the Company or any Releasee or related entity (as an employee, consultant, contractor, service provider, etc.), and that he will not knowingly seek or maintain employment, independent contractor status, or any other business relationship in the future with the Company or any Releasee or related entity in any position or capacity whatsoever and that the Company

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and any Releasee are entitled to reject (and will be deemed to have rejected) with or without cause, any application for employment or agreement for independent contractor status or any other business relationship made by Plaintiff. Plaintiff further agrees that any rejection of any application or offer made to the Company or any Releasee or related entity by Plaintiff is not for any discriminatory or other illegal purpose.

11. No Other Claims

Plaintiff represents and warrants that he has not filed or initiated any complaints, charges, lawsuits or proceedings of any kind against the Company, Howard Weisbrot, or any Releasee with any governmental agency or any court other than the COMPLAINT. Plaintiff further represents and warrants that he is not aware of any injury, grievance, or other ground for such claim, charge, lawsuit or proceeding against the Company or any Releasee. Plaintiff agrees that he will not file any complaints, charges, lawsuits, applications, appeals or proceedings of any kind against the Company or any Releasee with any governmental agency, court or arbitrator at any time hereafter based on any matter released by or arising prior to the execution of this Agreement, and that if any such agency or court assumes jurisdiction of any complaint, charge, lawsuit, appeal or proceeding of any kind against the Company or any Releasee on his behalf, Plaintiff will immediately request such agency or court to withdraw from, dismiss, or otherwise close the matter, and Plaintiff shall take all other actions necessary to assure such withdrawal, dismissal or closure.

12. No Further Representations

Plaintiff represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth in this Agreement made by Defendants, the Releasees or by any of their agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement.

13. Binding Effect

This Agreement shall be binding upon all parties, and shall inure to the benefit of their respective assigns and successors in interest of the Parties, and each of them.

14. No Assignment of Claims

Plaintiff represents and warrants that he has not assigned or otherwise transferred or subrogated, or purported to assign, transfer or subrogate, to any person or entity, any claim or portion thereof, or interest therein he may have, against Defendants or any Releasee. Plaintiff agrees to indemnify, defend and hold Defendants and the Releasees harmless from and against any and all liability, loss, demands, claims, damages, costs, expenses or attorneys' fees incurred by Defendants or the Releasees as the result of any person or entity asserting any such right, assignment, transfer or subrogation.

15. Provisions Severable

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All provisions of this Agreement are severable. To the extent that either party to this Agreement claims, asserts or establishes through legal challenge that any term or terms of this Agreement are not legally enforceable or valid, then to the extent that this Agreement provides specific consideration for such allegedly unenforceable or invalid term, such consideration shall be tendered and returned in full to the party who tendered such consideration.

16. Final Agreement

The Parties understand that this Agreement (and all of its terms) is final and binding when it is executed, and further agree not to challenge or object to its enforceability, or the enforceability of any of its terms, thereafter. This Agreement is enforceable in court despite the provisions of the California Evidence Code relating to privileged settlement and mediation communications.

17. Joint Participation in Preparation of Agreement

Each party has had the opportunity to revise, comment upon, and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

18. Further Acts

The Parties, without further consideration, shall execute and deliver such other documents and take such other action as may be necessary to achieve the objectives of this Agreement.


19. Time for Revocation

Plaintiff is advised that he may take up to twenty-one (21) days to consider this Release before signing it and that he may revoke this Release within seven (7) days of signing it. To be effective, such revocation must be made in writing and received by counsel for Defendants (attn: Andrew K. Haefele, Payne & Fears LLP, 4 Park Plaza Suite 1100, Irvine, CA 92614) within the 7-day revocation period. Plaintiff understands that he will not be entitled to receive the Confidential Settlement Sum unless and until he signs this Release and the seven-day revocation period expires.

20. Enforcement of Agreement

The court reserves jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of Civil Procedure 664.6 upon noticed motion of any party, with any attorney's fees incurred to enforce such terms and conditions to be awarded to the prevailing party of said noticed motion.

21. Governing Law

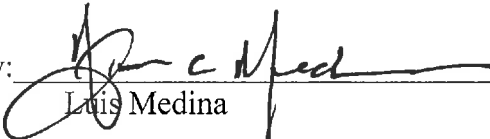
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This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

22. Counterparts

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original.

DATED: April 24, 2015

By: 
Luis Medina

DATED: April __, 2015

By: _____
Westside Center for Independent Living

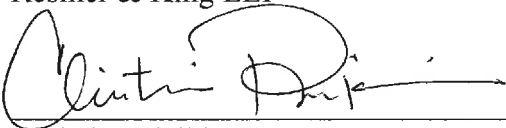
By: Alan Toy
Its: Executive Director

DATED: April __, 2015

By: _____
Howard Weisbrot

AGREED AND APPROVED AS TO FORM:

DATED: April 24 2015

Resiner & King LLP

Christina Pisikian
Attorneys for Luis Medina

DATED: April __, 2015

Payne & Fears LLP

Andrew K. Haeffele
Attorneys for Westside Center for Independent
Living and Howard Weisbrot

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