

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is executed on the dates set forth below by and between RACHEL BANUELOS and ANTHONY RODRIGUEZ ("Plaintiffs") and the PAJARO VALLEY UNIFIED SCHOOL DISTRICT (PVUSD), collectively referred to as the "Parties."

RECITALS

A. On or about May 26, 2004, Plaintiffs filed a civil complaint ("the complaint") against PAJARO VALLEY UNIFIED SCHOOL DISTRICT, MARY ANN MAYS, RHEA DE HEART, SHARON GRAY, EVELYN VOLPA, CAROL ROBERTS, DAN HANKEMEIER, WILLIE YAHIRO, and SANDRA NICHOLS, and others in the United States District Court for the Northern District of California entitled *Rachel Banuelos, et al, v. Mark Tracy, et al*, case number C04-02067 ("case number C04-02067").

B. The Parties have concluded that it would be desirable and in the best interests of the Parties to settle all remaining issues in this case on the terms set forth herein. By this Agreement, the Parties intend to fully and completely resolve any and all remaining disputes between the Parties.

TERMS OF AGREEMENT

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

1. The PVUSD's attorneys agrees to propose the following for approval by the PVUSD board, with the understanding that the terms are subject to board approval:
 - a. PVUSD will add the following provision to the dress code: "For further

information regarding the dress code please call or email your school office or administrator";

b. PVUSD will pay Plaintiffs the sum of \$1,000.00 (one-thousand dollars).

2 Plaintiffs agree to dismiss with prejudice their complaint in case number C04-02067 as against defendants PAJARO VALLEY UNIFIED SCHOOL DISTRICT, MARY ANN MAYS, RHEA DE HEART, SHARON GRAY, EVELYN VOLPA, CAROL ROBERTS, DAN HANKEMEIER, WILLIE YAHIRO, and SANDRA NICHOLS,

3. Plaintiffs hereby release, dispose, and forever discharge PAJARO VALLEY UNIFIED SCHOOL DISTRICT, MARY ANN MAYS, RHEA DE HEART, SHARON GRAY, EVELYN VOLPA, CAROL ROBERTS, DAN HANKEMEIER, WILLIE YAHIRO, and SANDRA NICHOLS ("PVUSD DEFENDANTS"), including its officers, directors, board of supervisors, trustees, agents, employees, representatives, attorneys, insurers, departments, divisions, subdivisions, sections, offices, successors and assigns, and each of them, from any and all claims, complaints, demands, causes of action, obligations, damages, costs, expenses, liens, attorneys' fees, warranties, rights and liabilities of any nature whatsoever, whether known or unknown, suspected or not suspected to exist, claimed or not claimed, which have arisen in connection with the complaint in case number C04-02067. This release applies to all of the events and/or incidents alleged to have occurred in the complaint, and to any cause of action or claim in any forum based on such allegations.

Plaintiffs also expressly waive all "unknown claims" against the PVUSD DEFENDANTS and those persons and entities mentioned in the previous paragraph as to the facts and circumstances concerning the claims set forth in plaintiffs' complaint, and expressly waive their

rights under Civil Code section 1542 as to all claims arising out of the operative facts which form the basis for the complaint. Section 1542 reads as follows:

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.

Plaintiffs hereby completely and unequivocally waive the provisions of Civil Code section 1542 as it applies to the facts set forth in the complaint in case number C04-02067.

4. This Agreement is a compromise settlement of a disputed claim and by executing this Agreement no party admits any wrongdoing, liability or fault in relation to the matters alleged in the pleadings in case number C04-02067 or identified in the Recitals herein, and no party admits that Plaintiffs are entitled to any recovery arising from the allegations in the pleadings in case number C04-02067.

5. In entering into this Agreement, Plaintiffs represent that they have read all of the terms of this Agreement and that the terms of this Agreement are fully understood and voluntarily accepted by Plaintiffs.

6. The Parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7. The effective date of this Agreement shall be the date by which it is signed by all Parties.

8. This Agreement sets forth the entire understanding of the Parties in connection with

the subject matter herein. None of the Parties have made any statement, representation or warranty in connection with this Agreement that has been an inducement for the others to enter into this Agreement, except as is expressly set forth in this Agreement. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the Parties hereto. The Parties agree that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

9. The Parties each represent and warrant that they fully understand that if the facts with respect to which this Agreement is executed should be found hereafter to be different from the facts now believed to be true by any party, each of them expressly accepts and assumes the risk of such possible differences in facts and agrees that this Agreement shall be and remain effective notwithstanding such differences in facts

10. The Parties pledge to execute all documents necessary to carry out the terms of this Agreement.

11. The Parties agree that they will each bear their own attorney fees and costs arising from the litigation of the claims set forth in the complaint.

12. This Agreement shall be governed by the laws of the State of California.

13. In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement shall be enforced and shall remain in full force and effect.

14. Any party to this Agreement may enforce the Agreement by filing a motion under

any procedure permitted by law. The Parties agree that the United States District Court shall retain jurisdiction for any further proceedings to enforce or interpret this Agreement. The prevailing party in any such enforcement action shall be entitled to attorney fees and costs.

15. Plaintiffs agree that they are fully and solely responsible for satisfaction of any and all liens or claims for reimbursement or subrogation of expenses incurred by them or on their behalf related to any of her claims for damages as alleged in the complaint in case number C04-02067. Plaintiffs release, hold harmless, and agree to indemnify the County of Santa Cruz and the parties and entities named in paragraph 3 of this Agreement from any and all claims for reimbursement and/or subrogation related to any of their claims for damages as alleged in their complaint.

16. All Parties agree to cooperate fully and to execute any and all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

17. By their signatures below, the Parties herein acknowledge that they have read the terms of this Agreement, understand the terms thereof, and are fully agreed thereto.

DATED: *March 30, 2008*



RACHEL BANUELOS, in her individual capacity
and as Guardian Ad Litem for plaintiff Anthony
Rodriguez


DATED: *March 30, 2008*


ANTHONY RODRIGUEZ

DATED:

3/30/05

PVUSD


By: JIM SCHILLINGER
Its: Representative from Keenan & Assoc.


Approved as to form:

DATED: 3-30-05

CALIFORNIA RURAL LEGAL ASSISTANCE


GRETCHEN REGENHARDT
Attorney for Plaintiffs

DATED: 3-30-05


Marc J. Cardinal,
Needham, Davis, Kirwan & Young
Attorney for Defendants PAJARO VALLEY
UNIFIED SCHOOL DISTRICT, MARY ANN
MAYS, RHEA DE HEART, SHARON GRAY,
EVELYN VOLPA, CAROL ROBERTS, DAN
HANKEMEIER, WILLIE YAHIRO, and SANDRA
NICHOLS

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is executed on the dates set forth below by and between RACHEL BANUELOS and ANTHONY RODRIGUEZ ("Plaintiffs") and the COUNTY OF SANTA CRUZ ("COUNTY"), collectively referred to as the "Parties."

RECIPIALS

A. On or about May 26, 2004, Plaintiffs filed a civil complaint ("the complaint") against Sheriff Mark Tracy, Deputy Sheriff Steve Watson, Supervisor Mardi Wormhoudt, Supervisor Jan Beautz, Supervisor Ellen Pirie, Supervisor Mark Stone, Supervisor Tony Campos, the County of Santa Cruz, and others in the United States District Court for the Northern District of California entitled *Rachel Banuelos, et al., v. Mark Tracy, et al.*, case number C04-02067 ("case number C04-02067").

B. The Parties have concluded that it would be desirable and in the best interests of the Parties to settle all remaining issues in this case on the terms set forth herein. By this Agreement, the Parties intend to fully and completely resolve any and all remaining disputes between the Parties.

TERMS OF AGREEMENT

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

1. The County agrees to do the following:
 - a. County will destroy and/or send to counsel for Anthony Rodriguez all documents, including any photographs, in its possession, custody, or control that records or purports to record the contact between Anthony Rodriguez and

Deputy Steve Watson that is the subject of case number C04-02067;

- b. County will destroy all computer records or electronic information in any in-house computer system that records or purports to record the contact between Anthony Rodriguez and Deputy Steve Watson that is the subject of case number C04-02067;
- c. County certifies that Sheriff's Detective Roy Morales is knowledgeable about the manner in which information concerning criminal street gangs is collected and stored electronically by the Santa Cruz County Sheriff's Office. County further certifies that on March 29, 2005, Detective Morales searched for plaintiff Anthony Rodriguez in the Cal-Gang computer database and the Tiburon computer database and confirmed that no information existed on those databases concerning plaintiff Anthony Rodriguez.
- d. County agrees to pay plaintiff Anthony Rodriguez the sum of \$1,500.00 (one-thousand five hundred dollars).

2. Plaintiffs agree to dismiss with prejudice their complaint in case number C04-02067 as against defendants Sheriff Mark Tracy, Deputy Sheriff Steve Watson, Supervisor Mardi Wormhoudt, Supervisor Jan Beautz, Supervisor Ellen Pirie, Supervisor Mark Stone, Supervisor Tony Campos, and the County of Santa Cruz.

3. Plaintiffs hereby release, dispose, and forever discharge Sheriff Mark Tracy, Deputy Sheriff Steve Watson, Supervisor Mardi Wormhoudt, Supervisor Jan Beautz, Supervisor Ellen Pirie, Supervisor Mark Stone, Supervisor Tony Campos, and the County of Santa Cruz, including its officers, directors, board of supervisors, trustees, agents, employees,

representatives, attorneys, insurers, departments, divisions, subdivisions, sections, offices, successors and assigns, and each of them, from any and all claims, complaints, demands, causes of action, obligations, damages, costs, expenses, liens, attorneys' fees, warranties, rights and liabilities of any nature whatsoever, whether known or unknown, suspected or not suspected to exist, claimed or not claimed, which have arisen in connection with the complaint in case number C04-02067. This release applies to all of the events and/or incidents alleged to have occurred in the complaint, and to any cause of action or claim in any forum based on such allegations.

Plaintiffs also expressly waive all "unknown claims" against the County of Santa Cruz and those persons and entities mentioned in the previous paragraph as to the facts and circumstances concerning the claims set forth in plaintiffs' complaint, and expressly waive their rights under Civil Code section 1542 as to all claims arising out of the operative facts which form the basis for the complaint. Section 1542 reads as follows:

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.

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4. This Agreement is a compromise settlement of a disputed claim and by executing this Agreement no party admits any wrongdoing, liability or fault in relation to the matters alleged in the pleadings in case number C04-02067 or identified in the Recitals herein, and no party admits

that Plaintiffs are entitled to any recovery arising from the allegations in the pleadings in case number C04-02067.

5 In entering into this Agreement, Plaintiffs represent that they have read all of the terms of this Agreement and that the terms of this Agreement are fully understood and voluntarily accepted by Plaintiffs.

6 The Parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7 The effective date of this Agreement shall be the date by which it is signed by all Parties.

8 This Agreement sets forth the entire understanding of the Parties in connection with the subject matter herein. None of the Parties have made any statement, representation or warranty in connection with this Agreement that has been an inducement for the others to enter into this Agreement, except as is expressly set forth in this Agreement. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the Parties hereto. The Parties agree that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

9. The Parties each represent and warrant that they fully understand that if the facts with respect to which this Agreement is executed should be found hereafter to be different from the facts now believed to be true by any party, each of them expressly accepts and assumes the risk

of such possible differences in facts and agrees that this Agreement shall be and remain effective notwithstanding such differences in facts.

10. The Parties pledge to execute all documents necessary to carry out the terms of this Agreement.

11. The Parties agree that they will each bear their own attorney fees and costs arising from the litigation of the claims set forth in the complaint.

12. This Agreement shall be governed by the laws of the State of California.

13. In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement shall be enforced and shall remain in full force and effect.

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documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

17. By their signatures below, the Parties herein acknowledge that they have read the terms of this Agreement, understand the terms thereof, and are fully agreed thereto

DATED: 3-30-05


RACHEL BANUELOS, in her individual capacity
and as Guardian Ad Litem for plaintiff Anthony
Rodriguez

DATED: 3-30-05


ANTHONY RODRIGUEZ

DATED:

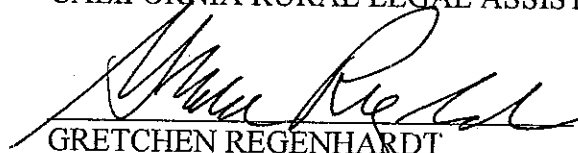
COUNTY OF SANTA CRUZ

By:
Its:

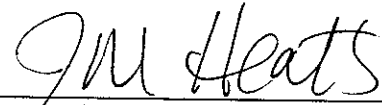
Approved as to form:

DATED: 3-30-05

CALIFORNIA RURAL LEGAL ASSISTANCE


GRETCHEN REGENHARDT
Attorney for Plaintiffs

DATED: 3/30/05


JASON M. HEATH, Asst. County Counsel
Attorney for Defendants Sheriff Mark Tracy,
Deputy Sheriff Steve Watson, Supervisor Mardi
Wormhoudt, Supervisor Jan Beautz, Supervisor
Ellen Pirie, Supervisor Mark Stone, Supervisor
Tony Campos, and the County of Santa Cruz