

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement and General Release Agreement (“AGREEMENT”) is entered into by and between PAMELA J. PETERSON (“PETERSON”) and the CITY OF LOMPOC, a municipal corporation, acting on behalf of itself and its City Manager, PATRICK WIEMILLER (“WIEMILLER”) and former Lompoc City Library Director JESSICA CADIENTE (“CADIENTE”) (collectively “CITY” or “LOMPOC”), 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<sup>1</sup>:

### **1. RECITALS**

1.1 Employment With the City. On or about May 14, 2008, PETERSON was hired by CITY as a part-time “Library Clerk I” at the age of 37. PETERSON is currently 46 years old.

1.2 Peterson’s Termination. On or about June 13, 2015, PETERSON was laid off from the part-time “Library Clerk I” position pursuant to a letter dated April 30, 2015.

1.3 DFEH Complaint. On or about March 23, 2016, PETERSON filed a complaint with the Department of Fair Employment & Housing (“DFEH”) alleging she was subject to age discrimination and retaliation by CITY. PETERSON received a Closure Determination and Request for Additional Information from the DFEH on April 8, 2016.

1.4 EEOC Charge I. On or about April 8, 2016, PETERSON filed a charge with the Equal Employment Opportunity Commission (“EEOC”) against CITY, CADIENTE, WIEMILLER, and GABRIEL GARCIA alleging she was subjected to discrimination, harassment and retaliation due to her age, association with a member of a protected class, and engagement in protected activity.

1.5 EEOC Charge II. On or about June 9, 2016, PETERSON filed another charge with the EEOC against CITY for engaging in systemic age discrimination, denial of seniority, and failing to comply with EEO policies and practices.

1.6 Civil Complaint. On or about June 7, 2017, PETERSON filed a civil complaint against CITY, WIEMILLER, and CADIENTE, in the Superior Court of the State of California, County of Santa Barbara, entitled *Pamela J. Peterson v. City of Lompoc, et al.*, Case No. 17CV02501 (“COMPLAINT”), seeking damages from CITY for alleged wrongful termination based upon age discrimination, unlawful and fraudulent employment practices, injunctive and declaratory relief, and civil rights violations under 42 U.S.C. § 1983.

1.7 Related Case. On or about June 7, 2017, two individuals who were also hired by CITY and formerly worked part-time in the position of Library Clerk I: ELIZABETH CHAPMAN (“CHAPMAN”) and CHERYL M. UYEDA (“UYEDA”), filed a related civil complaint against CITY; the CITY OF SANTA BARBARA; CADIENTE; and IRENE MACIAS, former City of Santa Barbara Library Director, in the Superior Court of the State of California, County of Santa

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<sup>1</sup> PETERSON and CITY may be referred hereinafter to individually as “PARTY” or collectively as “PARTIES.”

Barbara, entitled *Elizabeth Chapman, et al. v. City of Santa Barbara, et al.*, Case No. 17CV02496, (“RELATED COMPLAINT”), alleging the same or similar underlying facts against CITY and CADIENTE as in PETERSON’S COMPLAINT.

1.8 City’s Denial of Any Wrongdoing. CITY denies PETERSON’S contentions and asserts it had legitimate, non-discriminatory reasons for laying off PETERSON.

1.9 General Release. CITY and PETERSON wish to enter into this AGREEMENT to resolve fully and finally all disputes which may exist by and between the PARTIES without any admission of wrongdoing and settle all claims by PETERSON against CITY, including but not limited to any and all claims asserted in the Recitals (collectively, “the Actions”), by means of payment by CITY, in exchange for PETERSON’S execution of a general release of any and all claims, including but not limited to claims by PETERSON against CITY (including, but not limited to, its elected and non-elected officials, employees, attorneys and agents, including WIEMILLER and CADIENTE). Accordingly, the PARTIES hereto intend by this AGREEMENT to set forth the full and complete terms and conditions of the settlement.

1.10 Each of the above Recitals is incorporated in full by this reference into the AGREEMENT as material and binding terms.

## **2. NO ADMISSION OF LIABILITY**

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.

## **3. CONSIDERATION**

3.1 In exchange for the waivers and releases set forth herein, the PARTIES hereto agree as follows:

3.1.1 Settlement Payment for Civil Action. In exchange for PETERSON’S promises made herein, CITY agrees to pay a settlement-related payment in the lump sum of Seventy Thousand Dollars (\$70,000) in full consideration and settlement of any and all claims arising out of or related to the COMPLAINT by PETERSON against CITY, WIEMILLER and CADIENTE, and the RELATED COMPLAINT by CHAPMAN and UYEDA against CITY and CADIENTE. (“CIVIL ACTION SETTLEMENT SUM”). PETERSON shall be solely responsible for the calculation and payment of all applicable taxes, withholdings and attorneys’ fees. The CIVIL ACTION SETTLEMENT SUM shall be issued payable to THE MYERS GROUP A.P.C. within thirty (30) business days after the EFFECTIVE DATE of this AGREEMENT, as defined in Section 4.2.9 of this AGREEMENT.

3.1.2 Dismissal of CITY, WIEMILLER AND CADIENTE. Within fourteen (14) calendar days following receipt by PETERSON of the signed AGREEMENT executed by CITY, PETERSON will dismiss with prejudice CITY, WIEMILLER AND CADIENTE from her COMPLAINT, and each side will bear its own legal fees and costs.

3.1.3 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 and AGREEMENT.

3.1.4 Waiver of Future Employment. Based upon the terms of this AGREEMENT, PETERSON expressly agrees not to seek employment or reinstatement to CITY at any time. If PETERSON 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 PETERSON and CITY shall not be liable to PETERSON for any cause or damages whatsoever. PETERSON further agrees that any rejection of any such application or offer made is not for a discriminatory or any other illegal purpose and PETERSON waives all rights to future employment, agreement for independent contractor status or any other business relationship with CITY.

3.1.5 Employment Inquiries and/or References. The PARTIES agree that CITY shall respond to all oral reference requests by giving only dates of employment, positions held, and duties performed. CITY will comply with all laws relative to the maintenance and confidentiality of PETERSON'S personnel file.

3.1.6 Entire Consideration. PETERSON agrees that the CIVIL ACTION SETTLEMENT SUM shall constitute the entire consideration provided to her under this AGREEMENT, and that she shall not seek any further consideration from CITY, WIEMILLER or CADIENTE for any other claimed damage, cost or attorneys' fees and costs in connection with the matters encompassed in this AGREEMENT.

#### **4. COMPLETE RELEASE OF CLAIMS**

4.1 Releases. PETERSON, and on behalf of her spouse, heirs, representatives, successors, and assigns, hereby release, acquit, and forever discharge CITY, and each of its 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 PETERSON now has or may acquire in the future, or which PETERSON 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 PETERSON'S purported employment with CITY from the beginning of time up to and including both the date of PETERSON'S execution of this AGREEMENT, and from that date through the EFFECTIVE DATE (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. PETERSON 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, any demand for wages, overtime, or benefits, any negotiation(s), representation(s), and/or receipt by PETERSON 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 §12900 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.

4.1.1 Specific Release. PETERSON 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 (including, but not limited to, Workers' Compensation claim(s)) in any state or federal court or 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 PETERSON'S purported employment with CITY and based upon any events occurring prior to the date of PETERSON'S execution of this AGREEMENT.

4.1.2 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 in 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 Section 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.**

4.1.3 No Release of Claims Arising After Execution of Agreement. The release set forth above in Section 4.1.2 of this AGREEMENT is a general release of all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever as described therein and is intended to encompass all known and unknown, foreseen and unforeseen claims that PETERSON may have against CITY, and CITY may have against PETERSON; provided, however, that nothing contained herein shall purport to waive or otherwise affect any of the Parties' rights or claims that may arise after the Parties sign this AGREEMENT and it becomes effective, or to waive or release any claims which may not be released pursuant to applicable law. It

is further understood by the Parties that nothing in this AGREEMENT shall affect PETERSON'S right to workers' compensation or unemployment benefits, or any rights PETERSON may have under any Pension Plan and/or Savings Plan (i.e., 457 or 403(b) plan) provided by CITY as of the EFFECTIVE DATE, such items to be governed exclusively by the terms of the applicable plan documents.

4.2 **SPECIFIC ACKNOWLEDGEMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA.** The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, PETERSON acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which PETERSON was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. PETERSON further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

4.2.1 This waiver/release is written in a manner understood by PETERSON;

4.2.2 PETERSON is aware of, and/or has been advised of, her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

4.2.3 PETERSON is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights PETERSON may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of PETERSON'S own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

4.2.4 The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

4.2.5 PETERSON has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;

4.2.6 PETERSON has discussed this waiver and release with, and been advised with respect thereto by, PETERSON'S counsel of choice, and that PETERSON does not need any additional time within which to review and consider this AGREEMENT;

4.2.7 PETERSON has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT, with the tenth day following said execution being the EFFECTIVE DATE in the event that no revocation notice is provided as described below; and

4.2.8 Notice of revocation within the seven (7) day revocation period must be provided, in writing, to CITY pursuant to Paragraph 6.11 herein, and must state, "I hereby revoke my acceptance of our Confidential Settlement Agreement and General Release."

4.2.9 This AGREEMENT shall not be effective until all Parties have signed the AGREEMENT, and ten (10) calendar days have passed since PETERSON'S execution and no revocation has been served ("EFFECTIVE DATE").

4.3 Waiver of Additional Claims. PETERSON and CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 4.1 and 4.2 above.

4.3.1 Non Confidentiality of AGREEMENT. PETERSON 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.

4.3.2 Legal Counsel & Advice. PETERSON 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. PETERSON 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 PETERSON or CITY in connection with the AGREEMENT.

## **5. REPRESENTATIONS AND WARRANTIES**

Each of the PARTIES to this AGREEMENT represents and warrants to, and agrees with, each other PARTY as follows:

5.1 Advice of Counsel. The PARTIES hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The Parties acknowledge they have been represented or could have been represented by counsel of their own choice in the negotiation of this AGREEMENT; they have read this AGREEMENT; they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so, and they are fully aware of the contents of this AGREEMENT and its legal effect.

5.2 No Fraud in Inducement. No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

5.3 Independent Investigation. Each party to this AGREEMENT has made such investigation of the facts pertaining to this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

5.4 Mistake Waived. In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or any fact was concealed from it, or its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between PARTIES, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

5.5 Later Discovery. The PARTIES are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the PARTIES that PETERSON fully, finally and forever settles and releases all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against CITY or any RELEASEES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

5.6 No Pending Claims and/or Actions. PETERSON represents that other than those already expressly disclosed herein that PETERSON has not filed any complaints or charges against CITY or CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against CITY or CITY PARTIES on behalf of PETERSON, whenever or where ever filed, PETERSON shall request such agency or court to withdraw from the matter forthwith.

5.7 Indemnifications

5.7.1 PETERSON agrees to indemnify and hold harmless each and all of CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of her violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of its AGREEMENT. PETERSON understands and agrees that CITY shall deduct no state or federal taxes from any payments required hereunder and PETERSON shall be exclusively liable for the payment of all applicable state and federal taxes for which PETERSON is responsible, if any, as a result of PETERSON'S receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, PETERSON agrees fully to indemnify and hold CITY and RELEASEES harmless for payment of tax obligations as may be required by any federal, state, or local taxing authority, at any time, as a result of the payment of the consideration set forth in Section 4 of this AGREEMENT.

5.7.2 CITY agrees to indemnify and hold harmless PETERSON from, and against, any and all claims, damages, or liabilities sustained by her during the course and scope of

her employment with CITY to the extent and as required by Government Code § 825 et. seq., provided that PETERSON cooperates with CITY in good faith in its tender of such indemnity.

5.8 Ownership of Claims. PETERSON represents and warrants as a material term of this AGREEMENT that PETERSON has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, PETERSON further warrants and represents that none of the CLAIMS released by PETERSON thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

5.9 Authority. Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The PARTIES represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective PARTIES have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

5.10 Binding Arbitration of Disputes. If any dispute arises in respect to the interpretation and/or enforcement of this AGREEMENT, the parties agree that the dispute shall be submitted to mandatory binding arbitration with the Los Angeles office of ADR Services, Inc. The decision of the arbitrator shall be final and binding on the parties. This arbitration clause shall be self-executing. Should any party, after receiving thirty (30) days-notice of the arbitration date, fail to appear or participate in any arbitration provided for by this provision, the arbitrator shall be empowered to decide the controversy and enter an award without a prior court order compelling arbitration. The parties understand that by agreeing to binding arbitration, the parties are waiving their right to a jury trial and to an appeal. The arbitrator shall additionally have the discretion, along with any court of law, to order that the costs of arbitration, including the arbitration fee, reasonable attorneys' fees and any other costs or fees, incurred by the prevailing party shall be borne by the losing party.

## **6. MISCELLANEOUS**

6.1 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. PETERSON 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. PETERSON 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.

6.2 Full Integration; Entire Agreement. This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The PARTIES to this Agreement each acknowledge that no

representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

6.3 Modifications. All representations and agreements made with respect to the subject matter of this Agreement are expressly set forth herein, and this Agreement may not be altered, changed or amended in any way, without the written consent of all parties hereto.

6.4 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.

6.5 Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

6.6 Continuing Benefit. This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

6.7 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.

6.8 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.

6.9 Mutual Cooperation. PETERSON 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 PETERSON 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 Santa Barbara.

6.10 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.

6.11 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 LOMPOC, 100 Civic Center Plaza, Lompoc, CA 93436 and in the case of PETERSON, to PETERSON'S counsel, MYERS LAW GROUP, A.P.C., David Myers, 9327 Fairway View Place, Ste. 100, Rancho Cucamonga, CA 91730. 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.

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: \_\_\_\_\_

By: \_\_\_\_\_  
PAMELA J. PETERSON

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Lingl  
Mayor

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph W. Pannone  
City of Lompoc City Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Glen Tucker  
Attorney for CITY OF LOMPOC,  
PATRICK WIEMILLER, and JESSICA  
CADIENTE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Myers  
Attorney for Plaintiff, PAMELA J.  
PETERSON

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John K. Dorwin  
Attorney for Plaintiff, PAMELA J.  
PETERSON