

FULL RELEASE OF ALL CLAIMS – AGREEMENT

This Full Release of All Claims – Agreement (“Release”) is made and entered into under the following facts, terms, and provisions:

1.0. The term “Plaintiff(s)” (or “releasor(s)”) when used in this Release means each of the following releasors: (1) Plaintiff DARREN NOBLE, individually; (2) Plaintiff VERONICA NELSON; (3) DARREN NOBLE, as the successor in interest to the ESTATE OF DYLAN NOBLE; and (4) all of DYLAN NOBLE’S heirs, executors, successors, assigns, and personal representatives.

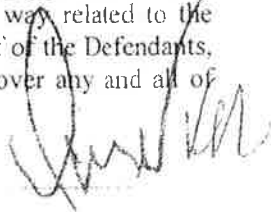
1.1. The term “Defendant(s)” (or “releasee(s)”) when used in this Release means each and every one of the following releasees, both singly and cumulatively: (1) defendant Officer RAYMOND CAMACHO; (2) defendant Officer ROBERT CHAVEZ; and (3) the **CITY OF FRESNO** (and all of its constituent departments, including but not limited to the City of Fresno Police Department) (herein after as the “City”); as well as all of the City’s **and/or Defendants’ insurers**, and any of its/their agents, servants, employees, officers, directors, subsidiaries, successors, and his/their attorneys, including Manning & Kass, Ellrod, Ramirez, Trester, LLP and any of their attorneys, attorneys’ agents, servants, employees, officers, directors, subsidiaries, heirs, and/or successors, and Bruce Praet, Esq.

1.2. The term “Lawsuit” when used in this Release means the following litigation: *NOBLE, Darren (re Dylan Noble) v. City of Fresno, et al. & NELSON, Veronica (re Dylan Noble) v. City of Fresno, et al., United States District Court, Eastern District of California Case No. 1:16-CV-01754-DAD-BAM (Consolidated with 1:16-CV-01690-DAD-BAM)*; AND any and all other lawsuits, litigation, California Government Code (tort) claims, and/or claims for damages or compensation of any injuries of any kind which may or do exist as of the date of execution of this Release.

1.3. The term “Incident” when used in this Release means the following: All acts, omissions, statements, queries, or other deeds or conduct or effects in any way arising from or related to any seizure or search of, use of any force upon, nonconsensual or unprivileged contact, or other interaction with Plaintiffs or Plaintiffs’ Decedent DYLAN NOBLE, by each or any Defendant on or about June 25, 2016, including but not limited to any and all claims for injuries (of any kind), death, loss, or damages related thereto, and all acts or omissions that were alleged in Plaintiff’s operative complaint in the Lawsuit, as well as all claims arising from or related to any other acts or omissions whatsoever that were purportedly committed or omitted by any Defendants, or any of their agents or employees, where such acts or omissions allegedly occurred at any time prior to the date of execution of this Release.

2.0. The parties to the Lawsuit have agreed to compromise and settle any and all claims or disputes that have been or might be made by Plaintiff(s) against Defendants arising out the Incident and/or in any way associated with the Incident or Lawsuit. Therefore, in consideration of the mutual promises and covenants contained in this Release, the parties agree as follows:

3.0. Plaintiffs hereby agree to accept receipt from the City the sum of **\$2,800,000.00** (aggregate) as good and valid consideration to settle any and all claims arising from or in any way related to the Incident, the Lawsuit, and the handling and settlement of the Lawsuit by or on behalf of the Defendants, and any and all of the claims of Plaintiffs therein. Plaintiffs accept this sum to cover any and all of



Plaintiffs' purported and actual damages, fees, costs and expenses – whether past, present, or future – which arise either directly or indirectly out of any Defendant's involvement in any act or omission which is in any way related to the Incident or the Lawsuit. Plaintiffs further agree that they may divide that sum among themselves at their discretion. Plaintiffs and Defendants shall each bear their own attorneys' fees and costs.

The parties hereby further stipulate and agree that Plaintiffs shall be solely responsible for all liens in any way associated with this Lawsuit or the Incident, and shall defend, indemnify, and hold harmless the Defendants and the Defendants' attorneys from and regarding any such liens or comparable claims.

3.0.5. The parties understand and agree that payment of the foregoing settlement sum is conditioned upon: (1) the execution of this Release by Plaintiffs; and (2) approval of the settlement by Fresno City Council.

3.1. Plaintiffs accept the foregoing sum to cover any and all of Plaintiffs' purported and actual damages, fees, costs and expenses -- whether past, present, or future -- which arise either directly or indirectly out of any Defendants' involvement in any act or omission which is in any way related to the Incident or the Lawsuit, including but not limited to any right of action that any of the Plaintiffs might claim to have under any federal or state statute or ordinance relating to such Incident or any other right of action under any federal, state, or local law, statute, ordinance, rule, or legal authority.

3.1.5. Plaintiffs further instruct the Defendant(s) to make the monetary payments of the aggregate sum specified in paragraph 3.0 to Plaintiff(s) in separate check amounts as specified below to be prepared under such aggregate sum:

1. \$1,290,000.00 payable to DARREN NOBLE
2. \$1,490,000.00 payable to VERONICA NELSON
3. \$20,000.00 payable to ESTATE OF DYLAN NOBLE

3.1.7. In the event that any litigation or legal action arises between any of the Plaintiffs and/or any of the Plaintiffs' attorneys or any other parties regarding the internal distribution of the settlement sum specified in paragraph 3.0 *supra*, Plaintiff(s) each hereby agree(s) to indemnify and hold harmless each and all of the Defendants and all of Defendants' agents or attorneys in any way involved in the Lawsuit on any action or dispute arising from or related to such issue. The parties understand and agree that Defendants have no interest in how the aggregate settlement sum specified in paragraph 3.0 *supra* is apportioned among the Plaintiffs and/or their attorneys or others.

3.1.8. In the event that any litigation or legal action arises between Plaintiffs and/or any of Plaintiffs' attorneys regarding the internal distribution of the settlement sum specified in paragraph 3.0 *supra*, Plaintiff(s) agree(s) to indemnify and hold harmless each of the Defendants and all of Defendants' agents or attorneys in any way involved in the Lawsuit on any action or dispute arising from or related to such issue, including but not limited to any liens. The parties understand and agree that Defendants

Handwritten signature and initials in black ink, appearing to be 'DARREN' and 'VERONICA'.

have no interest in how the aggregate settlement sum specified in paragraph 3.0 *supra* is apportioned among Plaintiff and/or her attorneys or others.

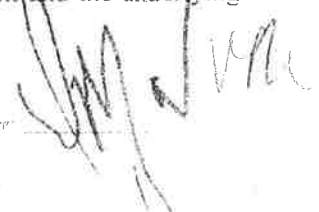
3.2. The Plaintiffs agree that within 14 calendar days of receipt of the aforementioned settlement sum payment, Plaintiffs shall file with the Court in the Lawsuit a Request or Stipulation for Dismissal with Prejudice, as well as any and all papers and notices required under the applicable laws and rules/local rules regarding dismissal of actions and settlement.

3.3. Plaintiffs understand and acknowledge that, but for the settlement agreement, Plaintiffs would not be entitled to and would not receive any such settlement sum or consideration as specified in this Release agreement.

3.4. In exchange for the consideration specified herein above, Plaintiffs do hereby expressly and irrevocably release and forever discharge each and all of the Defendants, and all of its/their officers, employees, managers, affiliated entities, officials, directors, citizens, successors, assigns, agents, attorneys and representatives (collectively "Defendants' Agents") from any and all claims, including but not limited to any and all constitutional, statutory, and tort claims; bad faith claims; contract claims; wage claims; demands; liabilities; debts; accounts; obligations; damages; compensatory damages; punitive damages; liquidated damages; interest; costs; attorneys' fees; expenses; actions and causes of action, which Plaintiffs have or claims to have at law or in equity, either known or unknown, arising out of or in connection with any contract, transaction, act, cause, matter, event, action or thing existing at the time of the execution hereof or in any way arising from or related to the Incident or Lawsuit.

3.5. The Claims which Plaintiffs are releasing and discharging under this Release include, but are not limited to, any Claims arising out of or in connection with the Incident, as well as all Claims under any and all federal and state civil rights laws, ordinances, regulations, rules or orders, including but not limited to any and all claims which arose, arise, or may arise from any right of action under 42 U.S.C. § 1983; the United States Constitution, including the Fourth Amendment and any and all other amendments thereto; the California Constitution; the Unruh Civil Rights Act (Cal. Civil Code § 51 *et seq.*); the California Civil Code; and any statutes or case law authorizing any claim for any violation of constitutional or statutory rights or any claim in tort for unlawful detention, false arrest, unlawful search, unreasonable search, excessive force, battery of any kind, assault, harassment of any kind, negligence, defamation, discrimination, bad faith, intentional or negligent misrepresentation, intentional or negligent infliction of emotional distress or other mental or psychological injury, interference with prospective economic advantage, spoliation of evidence, wrongful death, or any other tort or cause of action under any law.

3.6. This Release specifically includes any and all claims for any and all statutory violations or tortious misconduct or other claims which may arise, whether directly or indirectly, from any Defendant's conduct in responding to any Plaintiff's claims or in defending, litigating, mediating, or settling any such claims, as well as any claims which Plaintiffs have or may have against Defendant(s) or any of Defendants' Agents regarding any acts or omissions that occurred during the Incident or that are in any way related to the Incident or Lawsuit, as well as any and all claims as stated in any and all complaints filed by Plaintiffs in this Lawsuit. Nothing in this paragraph or in this Release shall be construed as a waiver by any party of any right to enforce this Release agreement and the underlying settlement.



3.7. This Release also includes Plaintiffs' release of any and all claims in any way related to or arising from the Incident or the Lawsuit including for any violations of any other statutes or enactments which have been or may be enacted or construed so as to create a private right of action to individuals such as Plaintiffs or to persons intended to be protected by any federal, state, or local law or policy of insurance. Nothing in this Release agreement shall be construed to constrain, limit, or prohibit any review of the Incident by any law enforcement or prosecutorial government agency for the purpose of potential criminal prosecution; nor shall any term or provision in this Release agreement be construed so as to prohibit, limit, or constrain any of the Plaintiffs from seeking, initiating, participating in any such criminal prosecution related to the Incident, or from serving as a witness in any criminal proceeding related to the Incident.

4.0. It is understood and agreed that all rights under California Civil Code Section 1542 are hereby expressly waived by Plaintiffs. That Section provides as follows:

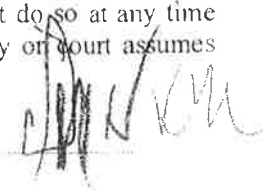
1542. (Certain claims not affected by general release). A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4.1. By Plaintiffs' signature upon this Release, Plaintiffs expressly warrant and represent that Plaintiffs have been advised of the foregoing and each Plaintiff is aware of any and all potential claims which may be brought by Plaintiff(s) as a result of the Incident and each Plaintiff hereby expressly waives all past, present, and future claims against any of the Defendants which in any way arise out of or are in any way related to the Incident, including any and all claims which might otherwise be preserved from release or waiver by California Civil Code Section 1542. For the purposes of this Release agreement, the claims and potential claims of Plaintiffs described herein above are collectively referred to as the "Claims."

5.0. Plaintiffs represent and warrant that Plaintiffs have not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity whatsoever any of the Claims. Plaintiffs agree to indemnify and hold Defendants and all of Defendants' Agents harmless from and against any and all actions, causes of actions, claims, debts, liabilities, demands, damages, costs and expenses (including but not limited to attorneys' fees) suffered or incurred by them, or any of them, based on, arising out of or in connection with any such assignment or transfer or purported assignment or transfer.

5.1. Plaintiffs further agree that Plaintiffs shall not file any claim, lawsuit, or initiate any legal action against any of the Defendants regarding any act or omission that occurred during the Incident, or related in any way to the Incident, including but not limited to any administrative review, action, or proceeding; and Plaintiffs further agree not to participate in any such claim, suit, action, review, or proceeding as a member of any class, or under any contract (express or implied), or pursuant to any federal or state or local law, statute, or regulation pertaining in any way to the released Claims.

6.0. Plaintiffs represent and warrant that Plaintiffs have not filed or participated in any complaints or charges against any of the Defendants or any of Defendants' Agents with any governmental or administrative agency or court, other than the Lawsuit, and that Plaintiffs shall not do so at any time hereafter with respect to the Claims, or any of them, and that if any such agency or court assumes



jurisdiction of any such complaint or charge against Defendants or any of Defendants' Agents on behalf of Plaintiff, Plaintiffs shall immediately request such agency or court to withdraw from the matter and Plaintiffs shall provide proof to Defendant(s) of such request.

7.0. This Release and all of its terms shall be binding upon Plaintiffs' agents, representatives, attorneys, heirs, personal representatives, executors, administrators and assigns and shall inure to the benefit of Defendants and all of its/their Agents.

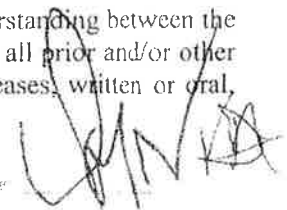
8.0. Plaintiffs understand and agree that this Release and the payment of the monies or provision of the consideration set forth herein above to Plaintiffs by Defendants shall not at any time, for any purpose whatsoever, be construed as an admission by any of the Defendants or any of Defendants' Agents of any liability, obligation or responsibility to Plaintiffs, and that Defendants and all of Defendants' Agents disclaim and deny any liability, obligation or responsibility to Plaintiffs whatsoever and, therefore, that Defendants and Plaintiffs shall each bear their own costs and expenses in connection herewith.

8.1. Plaintiffs represent and agree that Plaintiffs have had an opportunity to carefully read and fully understand all of the provisions of this Release and its final and binding effect, and that each of the Plaintiffs is voluntarily and knowingly entering into this Release. Plaintiffs further represent and acknowledge that (regardless of whether Plaintiffs have exercised that option) Plaintiffs have had an opportunity to be represented by legal counsel of Plaintiffs' own choice throughout all of the negotiations which preceded this Release and in connection with the negotiation, preparation, and execution of this Release. Plaintiffs agree that this Release agreement shall be construed as though all parties have participated equally in its drafting and it shall be interpreted, wherever possible, to make it valid and effective.

9.0. Plaintiff(s) and their attorneys agree(s) not to seek publicity with the media in the 60 days after settlement is approved and Release is finalized with respect to the events giving rise to or concerning the Incident or the Lawsuit, or any settlement or agreement related thereto. Furthermore, Plaintiffs' attorneys agree not to seek publicity in the future with respect to the events giving rise to or concerning the Incident or the Lawsuit, or any settlement or agreement related thereto. Substantive responses to any media inquiries to Plaintiffs' attorneys shall be limited to the joint press release to be drafted by and agreed to by the parties for the first 365 days. Any disputes over the joint press release language shall be adjudicated by United States Magistrate Judge Stanley Boone. Nothing in this Release shall be construed so as to require Plaintiffs to keep confidential information which is a matter of public record on file with the Court in this Lawsuit or otherwise made public on the Court's docket prior to the date of Plaintiffs' execution of this Release. Plaintiffs and Plaintiffs' agents and attorneys acknowledge and agree to abide by the California mediation communication privileges including but not limited to California Evidence Code §§ 1119 *et seq.*

10.0. Plaintiff(s) expressly represent(s) and acknowledge(s) that no statements, representations, or warranties have been made to Plaintiff(s) by Defendants or any of its/their Agents pertaining to the subject matter, basis, or effect of this Release except as may be expressly set forth in this Release.

10.1. This Release constitutes the entire Release, settlement agreement, and understanding between the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and/or other negotiations and/or settlement agreements and/or terms of agreement and/or Releases, written or oral,



relating to the subject matter hereof and/or to the Incident. No amendment to or modification of this Release shall be effective unless it is set forth in a writing signed by both the Defendants and Plaintiff(s). Plaintiff(s) acknowledge(s) that no representations, inducements, promises or agreements, orally or otherwise, have been made by Defendants or any other party or party's agent which are not embodied in this Release agreement.

11.0. If any waiver, term, or provision contained in this Release is determined to be contrary to any applicable law or public policy, such waiver or term or provision shall be effective to the maximum extent permitted by law. If any term, provision, condition or other portion of this Release is determined to be invalid, void, or unenforceable, the same shall not affect any other term, provision, condition or other portion hereof and the remainder of this Release shall remain in full force and effect as if same did not appear herein.

12.0. This Release may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same document.

13.0. This Release shall be interpreted according to the law of the State of California, without giving effect to its choice of law provisions. If any part or portion of this Release is declared by any court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts shall not be affected.

14.0. In the event any suit in law or equity, or other formal proceeding, is instituted by any party to enforce or interpret any part of this Release, or to recover damages for breach of this Release, the prevailing party shall be entitled to recover costs of suit incurred therein, and to also recover as an element of such costs (but not as damages) attorneys' fees incurred by such prevailing party. For purposes of this Paragraph, the term "prevailing party" shall be the party who is entitled to recover costs of suit, whether or not the proceeding is brought to final judgment or award. A party not entitled to recover costs shall not recover attorneys' fees. No sum of attorneys' fees shall be included in any computation of the amount of judgment or award for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

15.0. The parties (all Plaintiffs and all Defendants) hereby agree that for purposes of enforcement of this Release agreement, the signature and initials of Plaintiff(s) on this Release shall be construed as consent to the terms and provisions of this Release agreement by such plaintiff(s).

16.0. The parties understand and agree that this Release agreement constitutes settlement and compromise of any past, existing, and potential claim by Plaintiff(s) against Defendants, and that any consideration provided or paid to Plaintiff(s) shall not be construed as an admission of liability, fault, or guilt on the part of Defendants and that Defendants specifically deny/denies and disclaims any and all liability to Plaintiff(s) for any claim or injury – past, present, or future – whatsoever. The Defendants represent(s) and warrant(s) that the consideration specified in this Release is provided solely to buy the Defendants peace from the Plaintiff(s) and/or Lawsuit and is not an admission of any liability or fault on the part of any of the Defendants.

17.0. By signing this Release, Plaintiff(s) represent and warrant that Plaintiff(s) have carefully read and fully understand this Release agreement in its entirety and its final and binding effect, that

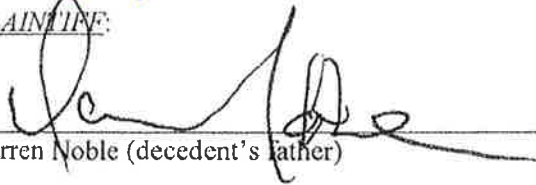
Plaintiff(s) have been advised to and afforded sufficient time and opportunity to review this Release with an attorney or other advisor chosen voluntarily by Plaintiff(s), that Plaintiff(s) are fully competent to manage all affairs of the Plaintiff(s) and to enter into this Release agreement and each and all of its provisions, and that Plaintiff(s) hereby sign this Release agreement knowingly, freely, voluntarily, and without duress of any kind.

18.0. The parties incorporate by reference here and adopt all of the preceding paragraphs in this Release agreement.

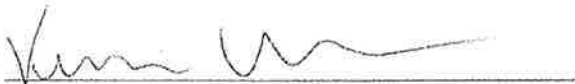
IN WITNESS WHEREOF, THE UNDERSIGNED PLAINTIFFS HAVE EXECUTED THIS RELEASE

ON July 27, 2018 AT Fresno CALIFORNIA.

PLAINTIFF:


Darren Noble (decedent's father)

PLAINTIFF:

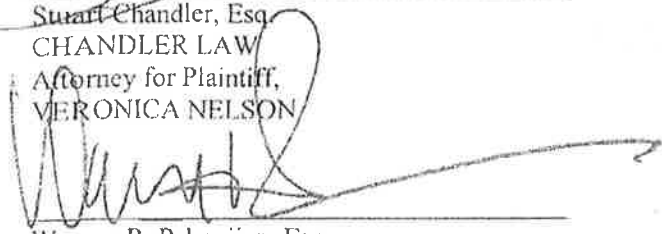

Veronica Nelson (decedent's mother)

RELEASE APPROVED AS TO FORM BY:



Stuart Chandler, Esq.
CHANDLER LAW
Attorney for Plaintiff,
VERONICA NELSON

Dated: 7/27/18



Warren R. Paboojian, Esq.
Jason S. Bell, Esq.
BARADAT & PABOOJIAN
Attorney for Plaintiff,
DARREN NOBLE
Representative of ESTATE OF DYLAN NOBLE

Dated: 7/27/18

Mildred K. O'Linn, Esq.
MANNING & KASS, ELLROD, RAMIREZ, TRESTER, LLP,
Attorneys for Defendants,
CITY OF FRESNO and OFFICER RAYMOND CAMACHO

Dated: _____



Bruce Praet, Esq.
FERGUSON, PRAET & SHERMAN
Attorneys for Defendant,
OFFICER ROBERT CHAVEZ

Dated: 8/2/18

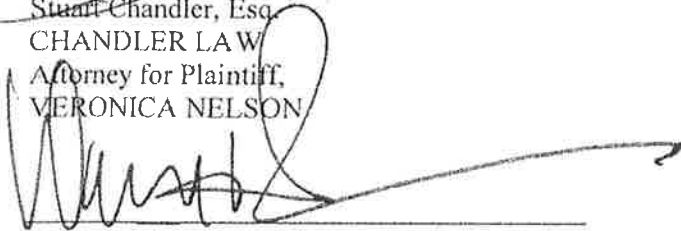
RELEASE APPROVED AS TO FORM BY:



Stuart Chandler, Esq.
CHANDLER LAW
Attorney for Plaintiff,
VERONICA NELSON

Dated: _____

7/27/18



Warren R. Paboojian, Esq.
Jason S. Bell, Esq.
BARADAT & PABOOJIAN
Attorney for Plaintiff,
DARREN NOBLE
Representative of ESTATE OF DYLAN NOBLE

Dated: _____

7/27/18



Mildred K. O'Leary, Esq.
MANNING & KASS, ELLROD, RAMIREZ, TRESTER, LLP,
Attorneys for Defendants,
CITY OF FRESNO and OFFICER RAYMOND CAMACHO

Dated: _____

8/31/18

Bruce Praet, Esq.
FERGUSON, PRAET & SHERMAN
Attorneys for Defendant,
OFFICER ROBERT CHAVEZ

Dated: _____

