

ATTACHMENT  
"A"



July 3, 2014

Toll Free: (800) 274-7865  
Send all correspondence to:  
Email: docs@bristolwest.com  
Bristol West Insurance  
P.O. Box 258806  
Oklahoma City, OK 73125-8806  
Fax: (855) 822-3139

Claim Unit Number: 8001224111-1-3



07 03 012797 4H4P6NBF21 CB0703P2 07 | 012797

RELEASE IN FULL OF ALL CLAIMS FOR PROPERTY DAMAGE

For and in consideration of the payment to City Of Redlands, individually, at this time for the sum of three hundred ninety one dollars and seventy cents (\$391.70), receipt of which is acknowledged, I release and forever discharge Jesus Perez, Andrea Faulise, their principals, agents and representatives, from any and all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future, resulting from or related to property damage arising from an accident that occurred on or about November 9, 2012 at or near Redlands, CA.

This release shall not destroy or otherwise affect the rights of persons on whose behalf this payment is made, or persons who may claim to be damaged by reason of the accident other than the undersigned to pursue any legal remedies they may have against the undersigned or any other person.

I understand that this is a compromise settlement of all my property damage claims involving the parties being released arising out of the accident referred to above, and there is no admission of liability. I understand that this is all the money or consideration I will receive from the above-described parties for any and all of my property damage claims as a result of this accident.

FURTHER, I agree to reimburse and indemnify all released parties of any amounts which any insurance carriers, government entities, hospitals or other persons or organization may recover from them in reimbursement for amounts paid to me or on my behalf as a result of this accident by way of contribution, subrogation, indemnity or otherwise.

*It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads 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".*

I HAVE READ THIS RELEASE AND UNDERSTAND IT.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



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## Explanation of Release Language



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You are signing a Release. If you are signing the Release on behalf of a minor child or disabled person, then "you" includes that minor child or disabled person. Pursuant to California Department of Insurance Regulations we must give you an explanation of the legal effect of the Release if:

You are not represented by an attorney, *and* the Release has a waiver of California Civil Code Section 1542 and you are giving up all rights whether based in contract or under any other theory.

It is important that you carefully read and understand the language of this release before you sign it.

You have the right to consult with legal counsel. You do not have to sign the Release at this time. If you sign the Release, you are giving up your right to have the agreement reviewed by counsel.

This explainer document does not go line-by-line but rather explains the overall intent of the Release. You need to read the Release word-for-word before you sign it.

There will be a payment to you by the insurance carrier on behalf of the Released Parties listed in the Release. In exchange for that payment you are going to give a full and final Release to the Released Parties and all of their related individuals and corporate entities. You will not be paid more than the agreed amount no matter what happens in the future.

The first paragraph of the Release describes the parties to the Release. Although the Release may be drafted in the singular and male, it includes all parties, whether male, female, or legal entities.

The word "Accident" in the Release describes the dispute between you and the Released Parties. The release states that both you and the Released Parties wish to resolve the dispute. You agree that this Release only applies to you and not to anyone else affected by the Accident.

In exchange for the agreed upon amount, you give the Released Parties a general release of all property damage claims you have against them resulting from the Accident. The Release is very broad. You are settling all past and present claims, rights, causes of action, whether known or unknown for personal property injuries. You will have no further rights to seek any more money from the Released Parties for those personal property injuries.

In addition to the final settlement of your property damage claim, you will have no further claims against the released parties for any attorney's fees, emotional distress, general damages or punitive damages. You also give up the right to sue for negligence, breach of any covenant of good faith and fair dealing, fraud, declaratory relief, any past or present obligation imposed by statute or law for any property damages suffered.

Signature acknowledges page 1 of 2:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

As a full and final settlement, this release includes a waiver of your rights under California Civil Code Section 1542.

Section 1542: "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."

In signing the release at this time, you are assuming this risk. If you later learn additional facts regarding the accident or your injuries or damages, you will not be able to rescind or change the Release.

You agree in the last paragraph of the Release to pay the Released Parties for any amounts they have to pay to any insurance carrier, governmental entity, hospital or other person or organization that provided you with care as a result of the Accident.

I/we have read, understood and agreed to the above:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

If signing on behalf of a minor child or disabled person:

I/we certify that I/we am/are the duly authorized parent or guardian of the person named below and acting in that capacity I/we have read, understood and agreed to the above:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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**ATTACHMENT  
"B"**



**POLICY LIMITS PRORATING**

Policy Limits = **\$10,000.00**

	<b>CLAIMANT</b>	<b>Claim Amount</b>	<b>Prorated Amount</b>
1	Rivera/	\$23,741.42	\$9,608.30
2	City of Redlands	\$967.85	\$391.70
3	Claimant #3		\$0.00
4	Claimant #4		\$0.00
5	Claimant #5		\$0.00
6	Claimant #6		\$0.00
7	Claimant #7		\$0.00
8	Claimant #8		\$0.00
9	Claimant #9		\$0.00
	<b>TOTAL</b>	<b>\$24,709.27</b>	<b>\$10,000.00</b>