

## **RELEASE OF INDIVIDUAL PLAINTIFFS' DAMAGE CLAIMS**

This General Release of Damage Claims (“Release”) is made and entered into by and between BONNIE TUCKER, PETER MENDOZA, CALIFORNIA COUNCIL OF THE BLIND (a California corporation, hereinafter referred to as “CCB”), and CALIFORNIANS FOR DISABILITY RIGHTS (a California corporation, hereinafter referred to as “CDR”) (hereinafter collectively “the Named Plaintiffs”), and the STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, RUTH COLEMAN, and the STATE OF CALIFORNIA (hereinafter collectively “Defendants” or the “Parks Department”). Nothing herein shall be construed as releasing any claims for injunctive and/or declaratory relief.

1. The Named Plaintiffs filed complaints on behalf of themselves and all others similarly situated against Defendants alleging that they have been denied their right to full and equal access to, and use and enjoyment of, the facilities and programs of the Parks Department because of architectural and programmatic access barriers. The Named Plaintiffs filed cases in state and federal court, *Tucker v. California Department of Parks and Recreation*, Case No. C-984935 CRB, Northern District of California (the “Federal Action”), and *Tucker v. California Department of Parks and Recreation*, Case No. 99 302586, San Francisco Superior Court (the “State Action”), alleging violations of federal and state laws respectively. These actions are referred to hereafter collectively as “the Lawsuit.”

2. Defendants deny any and all liability to the Named Plaintiffs and Class Members and deny that Defendants have violated any laws – federal, state or local – pertaining to access for persons with disabilities at the Parks Department’s programs, services, activities, and facilities.

3. The Parties have negotiated a comprehensive Consent Decree as to all park units in the California State Park System, and expect to finalize that Consent Decree in the next thirty days. As part of that Consent Decree, the Parks Department has agreed to settle certain claims for damages asserted by the Named Plaintiffs in the Lawsuit, in exchange for a full and final Release thereof.

4. The Parks Department agrees to execute this Release of Individual Plaintiffs' Damages Claims before the Consent Decree is finalized and the Parties agree they will continue to act in good faith and finalize the Consent Decree on the terms already agreed to and contained in the attached draft version of the Consent Decree.

WHEREAS, the Named Plaintiffs and Defendants, and each of them, desire to settle all damage claims that the Named Plaintiffs have alleged against Defendants which arise out of or are in any way related to the Lawsuit, and to dismiss the entirety of said claims with prejudice;

WHEREAS, pursuant to the settlement negotiations between the Plaintiffs in the Lawsuit and the Parks Department, the Named Plaintiffs have agreed to accept \$24,000, to be divided among the Named Plaintiffs at the Named Plaintiffs' discretion, from the Parks Department as a full and final settlement of all Named Plaintiff damage claims against Defendants;

NOW, THEREFORE, in consideration of the foregoing, the Named Plaintiffs agree to dismiss all damage claims against Defendants, with prejudice, and under the following conditions:

1. The Named Plaintiffs hereby release, remise and forever discharge Defendants from any and all claims and demands for damages of any kind, nature or description whatsoever under state or federal law arising out of the claims which are the subject of the Lawsuit.

2. It is specifically understood and agreed that this is a full and final release applying to all existing known and unknown claims arising out of or in any way related to or connected with the Lawsuit and of any other fact or circumstance described in the Lawsuit, as well as those facts known or disclosed, whether included or not in the prayers of said pleadings, and as further consideration and inducement for this settlement, the Named Plaintiffs hereby expressly waive all rights or benefits which they may have under the provisions of Civil Code section 1542, which section provides 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.

3. It is further understood and agreed that this settlement is a compromise of disputed claims. The execution of this Release is not to be construed as an admission of liability by any party, which liability is expressly denied.

4. This Release shall inure to the benefit of and be binding upon the Named Plaintiffs, and each of them, and Defendants, and all of their respective heirs, successors, and assignees.

5. The releases set forth herein by CCB and CDR extend to the claims of the organizations themselves, not to any claims, if any, of their individual members.

6. Nothing in this Release applies to any claims, if any, of unnamed class members.

7. The Named Plaintiffs represent that he/she/it has authorized his/her/its attorneys to dismiss with prejudice his/her/its damage claims against the Parks Department asserted in the Lawsuit upon receipt of the monetary funds to be paid to the Named Plaintiffs by Defendants as set forth above.

8. Each Party represents to all other Parties that such Party has the full power and authority to enter into this Release, that the execution and delivery thereof will not violate any agreement

to which such Party is a party or by which such Party is bound, and that this Release, as executed and delivered, constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms. The signatories to this Release expressly warrant that they have been authorized to execute this Release and to bind their respective Parties to the terms and provisions herein.

9. This Release may be executed in counterparts, each one of which shall be deemed an original, all of which together shall constitute one and the same Release.

10. This Release shall be effective upon receipt by the Named Plaintiffs of the monetary funds to be paid to them by Defendants as set forth above. These funds will be paid within thirty days of full execution of this Release by each of the Named Plaintiffs and delivery of the Release and completed State of California Standard Form 204 to Defendant's counsel.

DATE: \_\_\_\_\_, 2005      [Original Signature on File w/Counsel]  
BONNIE TUCKER  
Plaintiff

DATE: \_\_\_\_\_, 2005      [Original Signature on File w/Counsel]  
PETER MENDOZA  
Plaintiff

CALIFORNIA COUNCIL OF THE BLIND

DATE: \_\_\_\_\_, 2005      [Original Signature on File w/Counsel]  
By: Jeff Thom, President  
Plaintiff

CALIFORNIANS FOR DISABILITY RIGHTS

DATE: \_\_\_\_\_, 2005     [Original Signature on File w/Counsel]  
By: Ben Rockwell, Vice President  
Plaintiff

APPROVED AS TO FORM:

DISABILITY RIGHTS ADVOCATES

DATE: \_\_\_\_\_, 2004     [Original Signature on File w/Counsel]  
By: Laurence Paradis, Esq.  
Attorneys for Plaintiffs

APPROVED AS TO FORM:

CALIFORNIA ATTORNEY GENERAL

DATE: \_\_\_\_\_, 2004     [Original Signature on File w/Counsel]  
By: Caryn L. Craig, Esq.  
Deputy Attorney General  
Attorneys for Defendants

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