

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made as of this 29th day of November, 2000 between XXX ("Plaintiff") on the one hand, and YYY. (collectively referred to herein as "YYY"), on the other hand, all of whom may hereafter be referred to as "Party" or the "Parties."

RECITALS

A. On or about _____, Plaintiff filed an action in the Los Angeles County Superior Court, Case No. _____, against _____ and Doe Defendants alleging claims arising from his employment with _____ for unlawful discrimination on basis of age; unlawful discrimination on basis of race/color; unlawful discrimination on basis of national origin/ancestry; tortious discharge in contravention of public policy; breach of partially oral and partially written contract; intentional infliction of emotional distress, negligent infliction of emotional distress; fraud; and waiting time penalties under Labor Code §203 ("the Action").

B. The Parties desire to fully and finally resolve and settle any and all claims between them alleged in the Action and/or any other claims that Plaintiff could have alleged against _____ from the beginning of time through present ("the Disputes").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in good consideration of the mutual promises, covenants and conditions herein contained, the Parties agree as follows:

1. Settlement Payment. YYY shall pay Plaintiff a settlement payment in the amount of \$00.00, which settlement payment shall be delivered to _____ on or before _____ Said check will be made payable to "_____, Attorney Client Trust Account."

2. Documents. Plaintiff represents and warrants that he already has delivered to counsel for XXX any and all documents and/or tangible things in his possession, custody, and/or control regarding the Disputes, including, without limitation, all correspondence, settlement reports, discrepancies, discrepancy reports, pay stubs, manifests, W-2's, and 1099's and correspondence.

3. Request for Dismissal. Concurrent with the execution of this Agreement, Plaintiff shall execute and file a Request For Dismissal, with prejudice, of the pending Action.

4. Release.
A. Except for the rights and obligations of XXX arising from this Agreement, Plaintiff hereby, for himself, his employees, agents, partners, representatives, successors and assigns, discharges and releases XXX, their past and present employees, agents, executors, administrators, trustees, heirs, attorneys, partners, insurers, representatives, assigns, predecessors, successors and/or related entities, from any and all claims, damages, actions, judgments, obligations, attorneys' fees, indemnities, subrogation's, duties, demands, controversies and/or liabilities of every nature at law and/or in equity, liquidated, and/or unliquidated, known and/or unknown, matured and/or unmatured, foreseeable and/or unforeseeable ("Claims"), which they had and/or have arising out of and/or related to the Disputes.

B. Except for the rights and obligations of Plaintiff arising from this Agreement, FEN hereby, for itself, its agents, partners, representatives, successors and assigns, discharges and releases Plaintiff, his executors, administrators, trustees, heirs, attorneys, and insurers, from any and all Claims, which it had and/or has arising out of and/or related to the Disputes.

5. Waiver of Unknown Claims. It is understood and agreed that the Parties' releases set forth hereinabove extend to all claims of every kind, nature and description whatsoever, known or unknown, suspected or unsuspected and any and all rights under the provisions of Section 1542 of the Civil Code of California or under any comparable statute of any other jurisdiction. The Parties expressly acknowledge that they are familiar with and expressly waive and relinquish every right or benefit they have or may have under the provisions of Section 1542 of the Civil Code of California which 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."

6. Warranties and Indemnifications. Except as may be provided in any agreement between Plaintiff and his counsel regarding its representation of Plaintiff in the Disputes, Plaintiff represents and warrants that he is the sole rightful owner of all right, title and interest in and to all Claims, which he releases herein and has not heretofore assigned and/or otherwise transferred, and shall not assign and/or otherwise transfer any interest in any Claims which he may have against XXX, and each person and/or entity released and discharged, pursuant to Paragraph 4 hereof, and has not heretofore created and/or given rise and shall not create and/or give rise, to any lien, charge or encumbrance by which any other person or entity may claim all or any part of the consideration provided herein. Plaintiff agrees to indemnify and hold harmless XXX, and all other persons and/or entities released by Plaintiff pursuant to Paragraph 4 hereof, against any Claims incurred as a result of any person and/or entity asserting any Claims based upon any such assignment or transfer by Plaintiff and/or purported assignment or transfer, charge or encumbrance caused by Plaintiff.

7. Defense. Except insofar as may be necessary to enforce the rights pursuant to this Agreement, the Parties hereto covenant that they will forever refrain from instituting or pursuing the Claims released hereby and that this Agreement may be pleaded as a full and complete defense to any Claims which may be brought by or on behalf of any Party hereto relating to any Claims released hereby.

8. Responsibility: In the event that any portion of the consideration paid pursuant to this Agreement are deemed taxable, Plaintiff will pay Plaintiff's share of any income taxes and XXX will pay XXX share of any employer taxes. XXX shall file only 1099 forms, with the Internal Revenue Service, the California Franchise Tax Board or any other taxing authority with Plaintiff only as payee.

9. Confidentiality. Unless required to do so by a court Order, the parties hereto covenant and agree that the terms of this Agreement, as well as all of the disclosures, correspondence, settlement negotiations, representations and discussions by and between parties hereto, and by and between their attorneys, pertaining to the terms of this Agreement, shall remain strictly confidential and not subject to disclosure or publication by any party hereto, or by their agents, attorneys, representatives, officers, directors and employees. Plaintiff and XXX are entitled to disclose such terms as may be covered by this Agreement, as necessary to his tax advisor and/or tax prepares, the U.S. Treasury, to the State of California, for income tax purposes. Plaintiff further represents and warrants that he has not communicated to any third parties, the terms of this Agreement, as well as all of the disclosures, correspondence, settlement negotiations, representations and discussions by and between the parties hereto, and by and between their attorneys, prior to the execution of this Agreement. Plaintiff represents and warrants that he does not have a spouse.

10. Breach of Confidentiality. Should any Party to this Agreement breach the Confidentiality Provision above by disclosing the matters governed by the Confidentiality Provision to persons and/or entities other than those specifically provided above, the non-violating Party shall be entitled to liquidated damages in an amount equal to the dollar amount of the settlement. Thus, for example, in the event XXX breaches the Confidentiality Provision, Plaintiff would be entitled to an additional payment of \$00.00; similarly, in the event that Plaintiff breaches the Confidentiality Provision, XXX would be entitled to

recover \$00.00 from Plaintiff. The amount of the liquidated damages is presumed by the Parties to be the amount of damage sustained by the breach of the Confidentiality Provision, since it would be impracticable or extremely difficult to fix the actual damage. The Parties expressly agree that this provision is reasonable under the circumstances existing at the time this Agreement is entered into.

11. Entire Agreement. This Agreement contains the sole, complete and entire agreement and understanding of the Parties concerning the matters contained herein and may not be altered, modified, and/or changed in any manner, except by a writing duly executed by the Parties. No Party is relying on any representations other than those expressly set forth herein. No conditions precedent to the effectiveness of this Agreement exists, other than as expressly provided herein. There are no oral and/or written collateral agreements. All prior discussions and negotiations have been and are merged, integrated into and superseded by this Agreement.

12. Waiver. The delay or failure of a Party to exercise any right, power or privilege hereunder, or failure to strictly enforce any breach or default shall not constitute a waiver with respect thereto; and no waiver of any such right, power, privilege, breach or default on any one occasion shall constitute a waiver thereof on subsequent occasion unless clear and express notice thereof in writing is provided.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

14. Attorneys' Fees Upon Breach. If any action at law or in equity, or any motion, is brought to enforce, interpret or rescind this Agreement, the prevailing Party shall be entitled to all of its costs in bringing and prosecuting said action or motion, including, without limitation, reasonable attorney's fees.

15. Applicable Law. This Agreement shall be construed according to the laws of the State of California in effect as of the date of execution.

16. Advice of Counsel. The Parties represent that prior to the execution of this Agreement they had the opportunity to seek the benefit of independent legal counsel of their own selection regarding the substance of this Agreement.

17. Costs. The Parties to this Agreement agree to bear their own costs and attorneys' fees in connection with the Disputes.

18. No Liability. This Agreement is executed by the Parties hereto for the sole purpose of settling the Disputes, and it is expressly understood and agreed, as a condition hereof, that this Agreement should not constitute nor be construed to be an admission of the truth or correctness of any claim asserted.

19. Representation of Authority. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she/it has authority to execute and thereby bind the Party on behalf of which he/she/it executes this Agreement to the terms of this Agreement and agrees to indemnify and hold harmless each of this party from any claim that such authority did not exist.

20. Headings. The headings included in this Agreement are for convenience only and do not limit, alter, or affect the matters contained in this Agreement or the paragraphs they encaption.

21. Counterparts. This Agreement may be executed in one or more counterparts, all of which togethis constitute on single document.

22. Telefacsimile Signatures. This Agreement and any documents relating to it may be executed and transmitted to any party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

23. Date of Execution. The Parties execute this Agreement as of the date first above set forth.

//
//
//
//

XXXXX,
a California corporation

Its:

By _____
Counsel