

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release ("Agreement") is entered into between and among the County of El Dorado (hereinafter "Petitioner"); and Stefka Dmitrova, dba American Gas (hereinafter "Respondent").

Therefore, as conditioned, settled and agreed, the parties state the terms of the Agreement as follows:

RECITALS

- A. Respondent owns American Gas, Inc., a gas station utilizing underground storage tanks for motor fuel sales. There are four fuel dispensers for three products and a small convenience store on the property. The gas station is located at 2762 Lake Tahoe Blvd., in South Lake Tahoe, which is located within El Dorado County.
- B. An inspection conducted by Matt Lewis, a Hazardous Materials/Recycling Specialist with the El Dorado County Environmental Management Department on March 20, 2017, resulted in 17 statutory and/or code violations. A report detailing the violations and setting a date for a further inspection by which the repairs were to have been made was sent via email to Respondent on March 31, 2017. The following is hereinafter referenced to as the "INCIDENT." WHEREAS, on or about March 31, 2017, Respondent was operating her gas station with 17 statutory and/or code violations.
- C. The following is hereinafter referenced to as the LAWSUIT: Whereas, on June 13, 2017, Matt Lewis sent Respondent an Administrative Enforcement Order, which included citations for three violations based on the March inspection.
- D. On December 7, 2017, a hearing before Joy Redmon, Administrative Law Judge, was held. The claimed violations were upheld and an administrative fine of \$30,000.00 was assessed against Respondent.
- E. The parties understand and acknowledge that this Settlement Agreement and Release applies only to the \$30,000.00 awarded to Petitioner by the Administrative Law Judge in the hearing on the LAWSUIT. This Settlement Agreement and Release does NOT apply to fees and costs awarded to or recoverable by Petitioner for the time spent investigating this INCIDENT and preparing for and attending the hearing before the Administrative Law Judge, which fees and costs are herein referred to as EXCEPTED COSTS
- F. Respondent denies the allegations in the LAWSUIT and denies all liability related to the INCIDENT.
- G. It is the desire of the parties to this Agreement to affect a full and complete compromise, settlement and resolution of any dispute related to the INCIDENT or

the LAWSUIT, save for the EXCEPTED COSTS. This settlement is not intended to be and shall not be treated as an admission of fact, liability or responsibility in any manner whatsoever by Respondent. The statements herein set forth are intended as efforts to compromise pursuant to Section 1152 of the California Evidence Code. The purpose of this Agreement is to settle and compromise all disputes and controversies existing between Petitioner and Respondent, and to avoid further litigation costs and expenses.

AGREEMENT AID RELEASE

NOW THEREFORE, for good and valuable consideration, including the general releases described and contained below, Petitioner and Respondent hereby agree as follows:

1. Payment by Respondent to Petitioner

Respondent agrees to pay Petitioner the total sum of Twenty-Five Thousand Dollars and No cents (\$25,000.00), each side to bear their own fees and costs.

2. Release of All Claims, Known or Unknown and Dismissal of Action with Prejudice

Conditioned upon receipt of the \$25,000.00 payment from Respondent, Petitioner does hereby, for itself and/or other representatives, attorneys, administrators, employees, heirs, agents and assigns, irrevocably and unconditionally release, acquit and forever discharge the Respondent, from any and all lawsuits, claims, actions, demands or other legal responsibilities of any kind, which Petitioner may have based on or arising out of the INCIDENT or the LAWSUIT, save for the EXCEPTED COSTS as described below. The claims released pursuant to this paragraph shall be referred to hereinafter collectively as the "Released Claims." The Released Claims do not include any claims based upon or arising out of the rights and obligations created by this Agreement.

The parties understand and agree that this Agreement does not include a settlement or release of the EXCEPTED COSTS, which are still claimed by Petitioner.

3. Mutual Waiver of All Fees and Costs

Petitioner and Respondent mutually agree to a waiver of recovery of any and all fees and costs, including, but not limited to attorney's fees, expert fees, and court costs incurred in relation to the matters involved in the LAWSUIT, prosecution, or defense of the LAWSUIT and in relation to any and all other claims or allegations.

4. No Admission of Wrongdoing

By this settlement the Respondent and Respondent's employees do not admit any wrongdoing or liability. All such liability has been and continues to be expressly denied. The entry into and execution of this Agreement shall not be construed to be an admission of any liability or unlawful or wrongful act on the part of the Respondent or Respondent's employees.

5. Petitioner is Not Liable for Any Liens or Subrogation

Respondent accepts full responsibility for and agrees to discharge any and all liens and/or other claims of subrogation that any third party or organization might have or assert against Petitioner or the proceeds of this settlement and to indemnify and hold Petitioner, its attorneys, and their respective insurance carriers and joint powers authority harmless as against such liens or claims including but not limited to defense and indemnity of any such claim(s) and attorney's fees, costs, and other fees associated therewith. This clause applies to all liens and/or other claims related to the INCIDENT or LAWSUIT, known or unknown, that may be brought against Petitioner, including any right to recovery by any person, private entity, or public entity, including the State of California.

6. Review by Respondent

This Agreement has been carefully read by Petitioner and Respondent, as well as their counsel, and the contents hereof are known and understood. Respondent has had the opportunity to receive independent legal advice from counsel of her choosing with respect to the preparation, review, and advisability of executing this Agreement. Respondent acknowledges that she has executed this Agreement after independent investigation and without fraud, duress, or undue influence.

7. Severability

Should any part of this Agreement be declared invalid, void or unenforceable, all remaining parts shall remain in full force and effect and shall in no way be invalidated or affected.

8. Entire Agreement

This Agreement contains the entire agreement regarding the matters set forth herein. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the matters set forth herein, not expressly set forth in this Agreement, are of no force or effect. Any changes in this Agreement, whether by additions, deletions, waivers, amendments, or modifications, may only be made in a signed writing.

9. Governing Law and Enforceability

This Agreement shall be construed according to the laws of the State of California. The Parties to this Agreement agree that any disputes regarding settlement terms, the meaning, sufficiency, and compliance with said terms are to be decided by binding arbitration. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure section 664.6. The Parties to this Agreement agree that the Court shall retain jurisdiction for that purpose after dismissal of the action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with Sections 1118 and 1123 of the California Evidence Code.

The parties to the Agreement acknowledge and agree that this Agreement is the product of joint negotiation, and that in the event of a subsequent dispute between the parties, or any of them, over the meaning of any portion of this Agreement, the language in question will not be construed against a party on the basis that party proffered the language.

10. Counterparts and Facsimile/Photocopied Signatures

This Agreement may be executed in counterparts. Facsimile and/or photocopied signatures shall be accepted as original signatures.

11. Timing of Obligations

The respective obligations created hereunder shall attach immediately upon execution of this Agreement.

12. Voluntary Agreement

This Agreement is executed without reliance upon any statement or representation by the persons or parties released or their representatives concerning the nature and extent of the injuries and/or damages and/or legal liability therefor. The undersigned are fully competent to execute this Release and accept fully the responsibility therefor. This Release is freely and voluntarily entered into by the parties hereto, and each of them, without fraud, duress or undue influence, and after the full approval of their respective attorneys.

13. No Prior Conveyance of Claim

The parties to the Agreement covenant, warrant and acknowledge that they, and each of them, have not made any previous assignment, transfer or conveyance of any claim or any interest released by this Agreement.

14. Binding Effect of Agreement

The parties to the Agreement acknowledge and agree that this Agreement is binding upon the heirs, executors, administrators, assigns and successors-in-interest of the parties hereto.

15. Authorization

The parties to the Agreement each acknowledge and warrant that the individuals executing this Agreement are authorized to do so and to bind each of them to the Agreement by their signatures.

WHEREFORE, THE PLAINTIFF AND DEFENDANT HAVE VOLUNTARTLY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: _____

By: _____
Wendy Thomas for Petitioner County of El Dorado

Dated: _____

By: _____
Respondent, Stefka Dmitrova