

1 ATTACHMENT 'B'

2 RELEASE OF ALL CLAIMS, HOLD HARMLESS

3 AND INDEMNIFICATION AGREEMENT

4 This Release of All Claims, Hold Harmless and Indemnification Agreement (hereinafter Release) is  
5 entered into by Wittman Enterprises, LLC (hereinafter Wittman) with respect to the following facts:

6  
7 RECITALS

8 WHEREAS, County and Wittman entered into an agreement whereby Wittman agreed to process  
9 the payments to County from recipients of ambulance services including the depositing of those  
10 payments into an account for the benefit of the County; and

11 WHEREAS, Wittman provides similar services to other clients; and

12 WHEREAS, on or about January 8, 2024, through no fault of the County, Wittman deposited  
13 funds in the amount of \$43,419.30 (the funds) into the account established for the benefit of the County  
14 which funds should have been deposited into the account of persons or entities other than the County  
15 who were also clients of Wittman; and

16 WHEREAS, the parties hereto agree that the funds so deposited, \$43,419.30, should be returned  
17 to Wittman for the benefit of those rightfully entitled to those funds; and

18 WHEREAS, the parties agree that the County should not suffer any adverse consequences as the  
19 result of the return of the funds and desire to fully protect the County from and against any actions,  
20 claims, disputes, conflicts, debts, charges and penalties arising from or in any way related to the deposit,  
21 release, return or transfer of the funds;

22 NOW THEREFORE, in consideration of the foregoing facts and the covenants and agreements  
23 contained herein, the parties agree as follows:

24 1. RELEASE

1 For and in Consideration of the return of the erroneously deposited funds in the amount of forty-  
2 three thousand four hundred nineteen dollars and thirty cents (\$43,419.30) in the form of drafts or  
3 checks payable to Wittman, which sum will have been deemed paid upon delivery of such drafts or  
4 checks to Wittman, Wittman on its behalf and on behalf of its respective affiliates, divisions, subsidiaries,  
5 predecessors, officers and directors releases and forever discharges County, its officers, supervisors,  
6 employees, contractors or agents of and from any and all liability, claims, demands, damages, actions  
7 and causes of action of every kind including but not limited to such liability, claims, demands, damages,  
8 actions or causes of action arising in tort, contract, statute, implied in law, common law or other theory  
9 of recovery, whether known or unknown, arising out of or in any way related to the erroneous deposit or  
10 the return of the aforesaid sums. Wittman further agrees that this release shall constitute a bar to any  
11 such claims. Wittman further agrees and hereby covenants not to sue County, its employees, officers,  
12 supervisors, directors, contractors or agents with respect to the subject matter of this release.

13 2. INTENTION OF PARTIES

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

17 "1542. Certain Claims Not Affected By General Release. A general release does not extend to  
18 claims which the creditor does not know or suspect to exist in his favor at the time of executing  
19 the release, which if known by him must have materially affected his settlement with the  
20 debtor."

21 It is acknowledged that Wittman is aware that they may hereafter discover facts in addition to or  
22 different from those which they now know or believe to be true with respect to the subject matter of  
23 this agreement, but it is their intention hereby to fully and finally forever settle and release any and all  
24 matters, disputes, and differences, known or unknown, or heretofore to have existed between Wittman  
25 and County, and that in furtherance of this intention, the releases herein given shall be and remain in

1 effect as full and complete general releases notwithstanding discovery of existence of any such  
2 additional or different facts.

3 3. HOLD HARMLESS AND INDEMNITY

4 To the full extent of the law, Wittman further agrees to hold harmless, defend at Wittman's expense,  
5 and indemnify County, its officers, supervisors, employees, contractors or agents from and against any  
6 and all liability, claims, demands, damages, actions or causes of action including attorneys' fees and costs  
7 of every kind whether arising in tort, contract, statute, implied in law, common law or any other theory  
8 of recovery arising from or in any way related or claimed to arise from or be related to the deposit of the  
9 funds into the County's account or the return of the funds by the County regardless of the nature or  
10 degree of fault on the part of the County excluding however, such liability, claims, demands, damages,  
11 actions or causes of action arising from the willful misconduct or sole gross negligence of the County.  
12 The duty of Wittman hereunder includes the duties to defend inclusive of that set forth in Civil Code  
13 section 2778.

14 4. REIMBURSEMENT OF COUNTY

15 Wittman further agrees that in the event, any check which was part of the funds is returned,  
16 dishonored or in any other manner found to be invalid, Wittman will within 30 days of receiving notice of  
17 said event, reimburse County for the amount of the check returned, dishonored or otherwise found  
18 invalid and any bank charges related thereto.

19 5. TIME IS OF THE ESSENCE

20 Wittman expressly agrees that time is of the essence in the performance of all covenants and  
21 conditions in this Release.

22 6. ENTIRE AGREEMENT

23 This Release contains the entire understanding of the parties; there are no representations,  
24 covenants or undertakings other than those either express, implied, or referred to herein. Wittman

1 acknowledges that the County or any agent or attorney or any other party has not made any promise,  
2 representation, or warranty whatsoever, express or implied or statutory, not contained or referred to  
3 herein, concerning the subject matter hereof, and acknowledges that it has not executed this Release in  
4 reliance on any such promise, representation, or warranty not specifically contained or referred herein.

5 **7. BINDING ON SUCCESSORS**

6 This Release and the covenants and conditions herein contained shall apply to, be binding upon, and  
7 inure to the benefit of the respective heirs, administrators, executors, legal representatives, assignees,  
8 successors, and/or agents of Wittman.

9 **8. SEVERABILITY**

10 The provisions of this Release are severable and should any provision be, for any reason,  
11 unenforceable, the balance shall, nonetheless, be in full force and effect.

12 **9. CONSTRUCTION**

13 This Release shall in all respects be interpreted, enforced, and governed by and under the laws of  
14 the State of California.

15 **10. ATTORNEY FEES**

16 In the event that either the County or Wittman shall institute any action or proceeding to enforce,  
17 construe, or interpret any rights granted hereunder, the prevailing party in such action or proceeding  
18 shall be entitled, in addition to any other relief granted by the court or other applicable judicial body to  
19 reasonable attorney fees.

20 **11. AUTHORITY TO SIGN**

21 Wittman represents, under penalty of perjury, that the undersigned individual executing this  
22 Agreement on their behalf is fully authorized to do so by law or other appropriate instrument and to  
23 bind said party to the obligations set forth herein.

24 **12. VENUE**

1 Wittman hereby waives any rights it may have pursuant to Code of Civil Procedure section 394  
2 regarding venue changes in case of litigation regarding this Release and stipulates that any litigation  
3 involving interpretations of this Release or the rights of the parties under this Release shall be heard in El  
4 Dorado County.

5  
6 Date: 3/4/24

Wittman Enterprises, LLC

7  
8 Corinne Wittman-Wong  
9 By: Corinne Wittman-Wong