



County of Santa Cruz⁰¹⁶⁵

OFFICE OF THE COUNTY COUNSEL

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January 5, 2000
Agenda: January 25, 2000

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, California 95060

Re: Amaya v. County of Santa Cruz, Santa Cruz County No. 134691

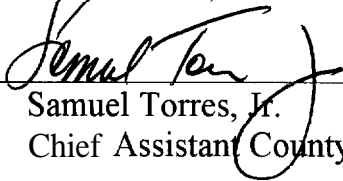
Dear Members of the Board:

This is to submit for the Board's approval a proposed settlement in the above-entitled matter. The amount and terms of the settlement authority previously granted by the Board, and have been accepted by the claimants as settlement in full of this matter.

IT IS RECOMMENDED that the Board approve the settlement in the total amount of \$20,000.00 to Michael Amaya and authorize the County Auditor-Controller to issue the settlement amount in two separate checks: One in the amount of \$2,200.00 payable to State Compensation Insurance Fund, and the balance, \$17,800.00, payable to Michael Amaya and his attorneys Mary Margaret Bierbaum and Michael T. Horan as directed by County Counsel.

Very truly yours,

DWIGHT L. HERR, COUNTY COUNSEL

By 
Samuel Torres, Jr.
Chief Assistant County Counsel

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: *Michael Horan, Esq*
Mary-Margaret Bierbaum, Esq.
Catherine E. Alston, Esq.
Auditor
Risk Management (if Risk case)

Attachment: Settlement

RELEASE AND SETTLEMENT IN FULL
OF ALL CLAIMS AND RIGHTS

0167

FOR AND IN CONSIDERATION OF THE SUM OF \$ 20,000.00, the undersigned Plaintiff does hereby release and forever discharge the County of Santa **Cruz**, its employees, officers, and agents from any and all actions, claims, causes of actions, rights, liabilities, and demands, known and unknown, including, but not limited to, claims for injuries and/or property damage arising out of an accident, incident, or event occurring on or about late December 3, 1997, and continuing as described in Santa **Cruz** County Superior Court Case No. 134691, Michael Amava v. County of Santa Cruz.

The parties hereby agree that rights as to County Defendant under Section 1542 of the Civil Code of the State of California are hereby waived by the parties. Section 1542 provides as follows:

“A general release does not extend to claims which the creditors 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.”

This Agreement and compliance with this Agreement shall not be construed as an admission by the County of any liability whatsoever or as an admission by the County of any violation of any order, law, statute, duty or contract whatsoever against the Plaintiffs. The County specifically disclaims any liability to the Plaintiff or any other person for any alleged violations of duty or contract on the part of the County, its employees or agents or related companies or their employees or agents.

The Plaintiff shall immediately dismiss out Defendant County only with prejudice Michael Amava v. County of Santa Cruz, Santa **Cruz** County Superior Court Case No. 134691,

The Plaintiff **understands** and agrees that he: a) has **fully** read and **fully** understands all the provisions of this Agreement, b) is, through this Agreement releasing the County of Santa **Cruz from** any and all claims he may have had against the County, c) knowingly and voluntarily agrees to all of the terms set forth in this agreement, d) knowingly and voluntarily intends to be legally bound by this Agreement, and e) has been advised by his Attorney regarding the legal impact of executing this Agreement.

This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representative, executors, successors, assigns.

Plaintiff expressly warrants that he has not transferred to any person or entity any rights, cause of action, or claims released in this Agreement.

Plaintiff further expressly acknowledges the existence of a workers' compensation lien.

Defendant County agrees to pay the sum of Two Thousand Two Hundred Dollars (\$2,200.00) to satisfy the workers' compensation lien. This will result in a net payment to Mr. **Amaya** and his attorneys of Seventeen Thousand Eight Hundred Dollars (\$17,800.00).

Should any provision of this Agreement be declared, or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, the validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid party, term, or provision shall be deemed not to be a part of this Agreement.

This Agreement shall set forth the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof.

Executed this dayth of December, 1999.

Michael Amaya
Michael Amaya

Approved as to form:

By Michael Horan 1-3-00
Michael Horan, Esq.
Attorney for Plaintiff

By M. Bierbaum 12-20-99
Mary-Margaret Bierbaum, Esq.
Attorney for Plaintiff

By Samuel Torres, Jr. 12/7/99
Samuel Torres, Jr.
Chief Assistant County Counsel
Attorney for County of Santa Cruz

By Catherine E. Alston
Catherine E. Alston, Esq.
Attorney for State Compensation Insurance Fund