

**SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into by, and between, Plaintiffs Erin Snow and Lisa Darling ("Plaintiffs") and Defendant City of San Diego ("Defendant"), (collectively referred to as the "Parties"). This Agreement completely resolves all claims between these parties alleged in United States District Court Case Number 03cv527LAB (LSP). This Agreement is made and entered into based on the following terms:

For the consideration of \$157,500.00 Plaintiffs release and forever discharge the City of San Diego and all other elected and administrative officers and employees of this municipal corporation from all claims and demands, rights, and causes of action of any kind that Plaintiffs have or may have arising out of damages or injuries known or unknown at the present time resulting from the incidents they describe in their Complaint. Plaintiffs covenant to dismiss all claims and demands that arise out of those incidents. This Agreement expresses a full and complete settlement of a liability claimed and denied, regardless of the adequacy of the consideration, and the acceptance of this Agreement shall not operate as an admission of liability on the part of anyone. This settlement includes any claims Plaintiffs have for costs and attorneys fees.

The City agrees to implement the Lifeguard I Training Continuum.

Plaintiff Erin Snow agrees never to seek reemployment with the San Diego Lifeguard Service. If she does seek reemployment and is rejected, she agrees that she will be barred from filing a lawsuit, whether against the City of San Diego or any of its employees, which arises from or pertains to her application for reemployment and the City's rejection of that application.

Plaintiffs Erin Snow and Lisa Darling, and Defendant, City of San Diego, by counsel, pursuant to Fed. R. Civ. P. 41(a)(1)(ii) stipulate to the dismissal with prejudice of the individual claims as alleged in United States District Court Case Number 03cv527LAB (LSP), and dismissal without prejudice of the class allegations.

All rights given by section 1542 of the Civil Code of California, which is quoted below, are waived by the Parties. Civil Code section 1542: "A general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of execution of the release, which if known by them must have materially affected their settlement with the debtor."

By signing this Agreement, Plaintiffs intend to give up and discharge all rights and claims to damages both to person and to property, even though some of such damages may not have shown themselves at the time of acceptance of this settlement. Nothing in this Agreement shall be construed in any way to mean that Plaintiffs waive or release any claims for vested compensation or benefits, claims for Workers' Compensation, claims to enforce this Agreement, of claims first arising after the date of Plaintiffs' execution of this Agreement, including any

claims for retaliation because they have achieved this Agreement or asserted their underlying claims, except as specified in the fourth paragraph relating to Erin Snow's agreement not to seek reemployment.

The settlement check of \$157,500.00, made payable to the Law Office of Michael A. Conger, in trust, for the benefit of Erin Snow and Lisa Darling, will be forwarded to Plaintiffs' counsel. Once the original Settlement Agreement has been signed, dated, and returned to counsel for the City, Plaintiffs can negotiate the settlement check.

The Parties certify that they have read all of this Agreement, including Civil Code section 1542, and fully understand the contents, and have executed this Agreement knowingly and voluntarily.

Dated: May 19, 2005

By: *Erin Snow*
Erin Snow
Plaintiff

Dated: May _____, 2005

By: _____
Lisa Darling
Plaintiff

Dated: May 24, 2005

CITY OF SAN DIEGO

By: *Janice Ellis*
Janice Ellis
Claims Representative

REVIEWED AS TO FORM:

Dated: May 19, 2005

LAW OFFICE OF MICHAEL A. CONGER

By: *M.A. Conger*
Michael A. Conger, Esq.
Attorney for Plaintiffs
Erin Snow and Lisa Darling

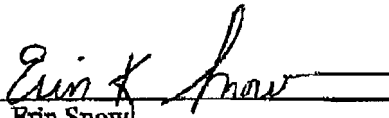
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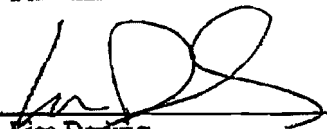
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Dated: May 19, 2005

By: 
Erin Snow
Plaintiff

Dated: May 20, 2005

By: 
Lisa Darling
Plaintiff

Dated: May _____, 2005

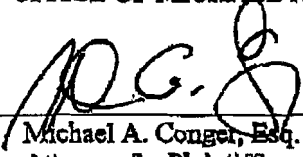
CITY OF SAN DIEGO

By: _____
Janice Ellis
Claims Representative

REVIEWED AS TO FORM:

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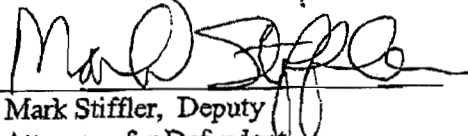
LAW OFFICE OF MICHAEL A. CONGER

By: 
Michael A. Conger, Esq.
Attorney for Plaintiffs
Erin Snow and Lisa Darling

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Dated: May 24, 2005

MICHAEL J. AGUIRRE, City Attorney

By: 
Mark Stiffler, Deputy
Attorneys for Defendant
City of San Diego