

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

DRESHAWN JACKSON, (referred to hereafter as “Releasor”) alleged violations of his civil rights and malicious prosecution as a result of occurrences in connection with interaction with Mr. ERIC ROMBOUGH of the ANTIOCH POLICE DEPARTMENT and CITY OF ANTIOCH named in the action (referred to hereafter as “Releasees”) on or about February 12, 2018 where Releasees arrested Releasor. Releasor allege that Releasees and its employee(s) named and unnamed in the action (collectively referred to as “Releasees”) are legally liable for compensatory damages, which Releasees deny.

Releasor commenced an action in the United District Court, Northern District of California, entitled, *ALLEN ET AL. V. CITY OF ANTIOCH ET AL.*, under action number 3:23-cv-01895-VC (referred to hereafter as “Action”), alleging damages as a result of said incident and said Action is now pending in said court.

In consideration of payment by or on behalf of Releasees to Releasor in the amount of TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$225,000.00), with each party to bear its own costs and attorneys’ fees incurred, and no party deemed to be a prevailing party, Releasor on behalf of himself, his heirs and assigns, fully releases Releasees and all other persons, associations, self-insurance pools and insurance carriers employed by or which may be liable to Releasor or for which Releasees may be legally liable from all claims by reason of any injury or damage which has been or may be sustained by Releasor as a result of the matters set forth above.

Releasor authorizes payment of the consideration as follows for Plaintiff:

Dreshawn Jackson is to receive the total gross settlement amount of two hundred and twenty-five thousand dollars and zero cents, \$225,000.00.

The division of the consideration between Releasor and their attorney shall not affect the validity of this Release.

Promises of Releasor and Their Attorney

a. **No Admission of Liability.** It is understood and agreed that this settlement is the compromise of a disputed claim, and that payment made is not to be construed as an admission of liability on the part of any party or parties hereby released, and the said Released Parties deny liability. The settlement is made based upon an economic decision by the City of Antioch.

b. **Dismissal of Released Actions.** Releasor agrees to file with the Court in which the Action is being litigated a Dismissal With Prejudice no later than seven (7) days after the receipt of the payment set forth in Paragraph b. If there are any pending tort claims, public records requests or freedom of information act requests, or any other claims or disputes or queries pending from Releasor any of the Releases, by their execution of this Release, Releasor hereby withdraws, waives with prejudice, and dismisses with prejudice all such pending claims, requests, and queries.

c. **Waiver of Unknown Claims.** It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States apply as follows:

“1542. GENERAL RELEASE; EXTENT. “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.”

d. **No Reliance Upon Representations of Party.** Releasor hereby declares and represents that the injuries sustained are or may be permanent and/or progressive and that recovery therefrom is uncertain and indefinite and in making this Release, it is understood and agreed that releasor relies wholly upon Releasor’s judgment, belief, and knowledge of the nature and extent and duration of said injuries and liability, therefore. It is further understood and agreed that this Release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physicians or surgeons employed or affiliated with any defendant.

e. **Tax Liability Indemnification.** If there is any lien or claim against the above sum of settlement or recovery arising out of the matters set forth above, Releasor represent and warrant that they will satisfy any and all such liens or claims. In consideration of this settlement, Releasor and their attorneys agree to indemnify CITY OF ANTIOCH and all employees, agents, principals, servants, successors, self-insurance pools, insurers and carriers of Releasee and agree to hold the same harmless against any claim, suit, action or demand asserting a lien against said sum, settlement or recovery, including the expenses of investigation, attorneys’ fees and all other costs of litigation.

If there is any tax lien or claim by the Internal Revenue Service or California Franchise Tax Board against the above sum of settlement or recovery arising out of the matters set forth above, Releasor represent and warrant that they will satisfy any and all such liens or claims.

f. **Liens, No Other Entitlement:** Releasor warrants that no other person, firm, corporation or government body is entitled to any claim whatsoever growing out of the aforesaid Claim. Releasor will indemnify and hold harmless the party or parties released from any and all other claims which might arise from the aforesaid Claim. This includes, but is not limited to, any claim by any private or public entity under the Medicare Secondary Payer Act (42 U.S.C. § 1395y(b)) as amended and the relevant regulations contained in 42 C.F.R. § 411. Releasor warrant that **they know of** no other person, firm, corporation or government body is entitled to any claim whatsoever growing out of the aforesaid Claim.

g. **No Other Agreement.** Releasor further declares and represents that no promise, inducement or agreement not herein expressed has been made to Releasor and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

h. **Advice of Counsel.** In entering into this Release, Releasor represents that Releasor relied upon the advice of counsel, who is an attorney of her own choice, and that the terms of this Release have been completely read and explained to Releasor by her attorney and that these terms are fully understood and voluntarily accepted.

i. **Warranty of Capacity to Execute Agreement.** Releasor represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Release, except as otherwise set forth herein, and that they have the sole right and exclusive authority to execute this Agreement and Release and receive the sums specified in it, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement and Release.

j. **Severability.** Should any provision of this Agreement become legally unenforceable, no other provision of this Agreement shall be affected, and this Agreement shall be construed as if the Agreement had never included the unenforceable provision.

k. **False Claims.** Releasor acknowledge that the Released Actions were not based upon false facts or allegations and not brought with the intent to defraud the Released Parties.

Penal Code Section 72:

FRAUDULENT CLAIMS; PRESENTATION; INTENT; PUNISHMENT: EVERY PERSON WHO, WITH INTENT TO DEFRAUD, PRESENTS FOR ALLOWANCE OR FOR PAYMENT TO ANY STATE BOARD OR OFFICER, OR TO ANY COUNTY, CITY OR DISTRICT BOARD OR OFFICER, AUTHORIZED TO ALLOW OR PAY THE SAME IF GENUINE, ANY FALSE OR FRAUDULENT CLAIM, BILL, ACCOUNT, VOUCHER, OR WRITING, IS PUNISHABLE EITHER BY

IMPRISONMENT IN THE COUNTY JAIL FOR A PERIOD OF NOT MORE THAN ONE YEAR, BY A FINE OF NOT EXCEEDING ONE THOUSAND DOLLARS (\$1,000.00), OR BY BOTH SUCH IMPRISONMENT AND FINE, OR BY IMPRISONMENT IN THE STATE PRISON, BY A FINE OF NOT EXCEEDING TEN THOUSAND DOLLARS (\$10,000.00), OR BY BOTH SUCH IMPRISONMENT AND FINE.

AS USED IN THIS SECTION "OFFICER" INCLUDES A "CARRIER," AS DEFINED IN SECTION 14124.70(A) OF THE WELFARE AND INSTITUTIONS CODE, AUTHORIZED TO ACT AS AN AGENT FOR A STATE BOARD OR OFFICER OR A COUNTY, CITY OR DISTRICT BOARD OR OFFICER, AS THE CASE MAY BE."

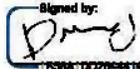
1. **No Release From Brown Act Or Legal Obligations.** Nothing in this Release or Agreement shall be construed as releasing the City of Antioch from its duties under the Ralph M. Brown Act; and the City of Antioch shall comply with its Brown Act disclosure requirements and other statutory duties in addressing the incidents, this settlement, the Action or Claims, or any associated queries.

m. Notwithstanding the foregoing, nothing in this Release shall be construed so as to prohibit any party from answering any lawful and relevant questions about the incidents at issue in this Action in response to a valid subpoena for testimony.

n. This Release contains the entire agreement of the parties hereto. The terms of this Release are contractual and not mere recitals.

We, the undersigned, have read the foregoing Release and fully understand and accept it.

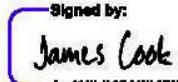
DATED: 5/29/2025 _____

Signed by: 
DRESHAWN JACKSON

John L. Burriss, attorney for Releasor DRESHAWN JACKSON, hereby represent and declare that the Release has been fully explained to Releasor, he acknowledges that he understands and accepts the said Release and the legal effect thereof and he has been advised to sign it.

DATED: 5/30/2025 _____

BURRIS NISENBAUM CURRY & LACY, LLP

By: 
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Attorneys for Plaintiff/Releasor
DRESHAWN JACKSON

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