

**SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is made between JESSIE WILSON (“RELEASOR”) and the CITY OF ANTIOCH, and all of their agents, representatives, insurers, employees, all police/law enforcement officers, attorneys, successors, assigns, council/Board members, and all other persons, in privity with them or any one of them, jointly and/or severally (“RELEASEES”) with respect to the following facts:

RECITALS

A. Description of Event:

On or about July 31, 2021, the RELEASEES were called to 2401 Brittany Court for a report of shooting.

On or about August 24, 2021, the RELEASEES proceeded with execution of a search warrant. A 40mm less lethal sponge round was deployed on RELEASOR. RELEASOR was transported by AMR to Kaiser Hospital in Antioch where RELEASOR was cleared for incarceration. Subsequently, RELEASOR was transported to APD for interviewing.

On or about May 8, 2024, RELEASOR filed a Complaint against the RELEASEES in the United States District Court, Northern District of California, Case No. 3:23-cv-02758 (“the Action”), alleging the following causes of action: (1) Conspiracy to Violate Civil Rights, 42 U.S.C. § 1983 – 4th Amendment, by all named Plaintiffs against all named Defendants; (2) Use of Excessive Force in Violation of the Fourth Amendment, 42 U.S.C. § 1983, by all Plaintiffs against Defendants ROMBOUGH, WENGER, and DOE OFFICER #16; (3) Conspiracy to Violate Civil Rights, 42 U.S.C. § 1983 – 14th Amendment, by all named Plaintiffs against all named Defendants; and (4) *Monell* Violation by all named Plaintiffs against Defendant CITY OF ANTIOCH and the ANTIOCH POLICE DEPARTMENT and DOES 1-10.

The RELEASEES, except for Eric Rombough, deny and dispute RELEASOR’s claims and allegations.

This release pertains only to the claims brought by Jessie Wilson and no other Plaintiff(s) in this action.

In order to avoid the substantial expense and inconvenience of further litigation, the parties now desire to finally settle all claims asserted in, as well as all issues that were raised or could have been raised in the Action, on the terms set forth in this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

TERMS OF AGREEMENT

1. Payment. In exchange for the promises and warranties of RELEASOR as set forth below, the RELEASEES shall pay the total sum of Four Hundred and Seventy Five Thousand Dollars and 00 cents (\$475,000.00) jointly to RELEASOR and his attorneys The Law Offices of Stanley Goff, 15 Boardman Place, Suite 2, San Francisco, CA 94103.

2. General Release of All Claims. RELEASOR unconditionally, irrevocably and absolutely releases and discharges the RELEASEES, as well as its present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the RELEASEES (collectively, "Released Parties"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities, administrative complaints, and demands of whatsoever kind and character that RELEASOR may now or hereafter have against the Released Parties arising from incidents or events giving rise to this lawsuit (hereafter collectively, "Released Claims").

3. Unknown or Different Facts or Law. RELEASOR acknowledges he may discover facts or law different from, or in addition to, the facts or law he knows or believes to exist with respect to a Released Claim. He agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

4. California Civil Code Section 1542 Waiver. RELEASOR expressly acknowledges and agrees that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Cal. Civ. Code § 1542 RELEASOR acknowledges that he has read all of this Agreement, including the above Civil Code section, and that acknowledges he fully understands both the Agreement and the Civil Code section. RELEASOR waives any benefits and rights granted to him pursuant to Civil Code section 1542.

5. Dismissal of the Action. RELEASOR agrees to take all actions necessary to dismiss the Action, with prejudice, pursuant to and in compliance with FRCP Rule 41, as soon as possible after this Agreement becomes effective.

6. No Prior Assignments or Liens; Indemnification for same. RELEASOR represents and warrants that RELEASOR acknowledges RELEASOR has not assigned to any other person or entity any Released Claim.

- a. RELEASOR further expressly represents and warrants that said incident did not arise out of, or in the course of, any employment of the undersigned and no claim has been made against any employer or employer's insurance carrier under any Workers' Compensation Law.
- b. RELEASOR warrants RELEASOR will satisfy any and all liens related to the action. RELEASOR further expressly represents that RELEASOR's lien holders have been notified of the settlement, including the Settlement Payment, of RELEASOR's claims.
- c. RELEASOR further expressly represents and warrants there are no known or foreseeable liens or claims, including, but not limited to Medicare, Medi-Cal, other health care providers, hospitals, insurance carriers, workers compensation carriers or attorneys, arising out of the subject accident against any of the amounts being paid by the RELEASEES as provided in this Agreement.
- d. RELEASOR further expressly represents and warrants there are no Child support liens due to the California Child Support Services Department.
- e. RELEASOR agrees to indemnify the RELEASEES against any claims for damages, compensation or otherwise by any lien and/or subrogation RELEASOR, expressly including, but not limited to all public entities, Medicare, Medi-Cal and all other health care providers, hospitals, insurance carriers, workers compensation carriers or attorneys, arising out of the subject accident, to reimburse or make good any loss or damage or costs that RELEASEES may have to pay if any claim or litigation is brought by any lien and/or subrogation RELEASOR.

7. No Admissions. This settlement resolves disputed claims. All Defendants, but for Officer Eric Rombough, disputed and continue to dispute, the Claims and all of Plaintiff's allegations. This Agreement does not and shall not constitute an admission of wrongdoing, fault, or liability on the part of individual named and unnamed Defendants, but for Officer Eric Rombough.

8. 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 incident, this settlement, the Action or Claims, or any associated queries.

9. Attorneys' Fees and Costs. RELEASOR and the RELEASEES agree to bear their own attorneys' fees and expenses incurred in connection with the Action, or any Released Claim, except as otherwise set forth herein.

10. Court Enforceability of Settlement Agreement. The Parties agree that the United States District Court for the Northern District shall retain jurisdiction to enforce the terms of this Settlement Agreement and Release. The Parties consent to the Court's continuing jurisdiction for this purpose pursuant to *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994).

11. Severability. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

12. Modifications. This Agreement may be amended only by a written instrument executed by all parties hereto.

13. Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

14. Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the RELEASEES, but RELEASOR and his counsel have fully participated in the negotiation of its terms. RELEASOR acknowledges he has had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

15. Entire Agreement. The parties to this Agreement declare and represent that no promise, inducement or agreement not herein discussed has been made between the parties, and that this Agreement contains the entire expression of agreement between the parties on the subjects addressed herein.

16. Counterparts. This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the

Agreement, and the Agreement shall be binding on each party upon that party's signing of such a counterpart.

17. Advice of Counsel. RELEASOR declares and represents that he is executing this Agreement with full advice from his legal counsel, and that he intends that this Agreement shall be complete and shall not be subject to any claim of mistake, and that the releases herein express a full and complete release and, regardless of the adequacy or inadequacy of the consideration, he intends the releases herein to be final and complete. RELEASOR executes this release with the full knowledge that this release covers all possible claims, to the fullest extent permitted by law.

I hereby certify that I have read all of this release and the Code section and fully understand all of the same, and in witness whereof I have executed this release this 20th day of June, 2025, at Oakley, California.

DATED: 6/20/2025

Jessie Wilson

Jessie Wilson
Plaintiff