

**SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims ("Agreement") is made between **AMBROSE AGU**, Individually and as Successor-in-Interest to the ESTATE OF **TED AGU, EMILIA AGU**, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA with respect to the following facts:

RECITALS

A. **AMBROSE AGU**, Individually and as Successor-in-Interest to the ESTATE OF **TED AGU, EMILIA AGU** (collectively, "PLAINTIFFS") allege that decedent **TED AGU** died during a football training exercise at the University of California, Berkeley, on or about February 7, 2014 (the "incident").

B. On or about August 5, 2014, PLAINTIFFS initiated an action against THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and DOES 1 to 50 in the Superior Court of the State of California, County of Alameda, Case No. RG14735588 ("the Action").

C. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("THE REGENTS") deny and dispute PLAINTIFFS' claims and allegations.

In order to avoid the substantial expense and inconvenience of further litigation, the parties now desire to finally settle all claims asserted in the Action, 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 PLAINTIFFS as set forth below, THE REGENTS shall pay the total sum of FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$4,750,000) to PLAINTIFFS (Check made payable to "Ambrose and Emilia Agu and Panish Shea & Boyle LLP Client Trust Account") (the "settlement funds").

2. **General Release of All Claims.** PLAINTIFFS, on behalf of their heirs, executors, administrators, and assigns, unconditionally, irrevocably and absolutely release and discharge THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, as well as its present or former employees, officers, agents, attorneys, affiliates, successors, assigns

and all other representatives of THE REGENTS (collectively, "Released Parties"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that PLAINTIFFS may now or hereafter have against the Released Parties arising from the incident or events giving rise to the Action (collectively, the "Released Claims").

3. Unknown or Different Facts or Law. PLAINTIFFS acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a Released Claim. They agree, 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. PLAINTIFFS expressly acknowledge and agree that the release contained in this Agreement includes 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 WHICH THE CREDITOR DOES NOT KNOW OF
OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR.

PLAINTIFFS acknowledge that they have read all of this Agreement, including the above Civil Code section, and that they fully understand both the Agreement and the Civil Code section. PLAINTIFFS waive any benefits and rights granted to them pursuant to Civil Code section 1542.

5. Dismissal of the Action. PLAINTIFFS agree to take all actions necessary to dismiss the Action, with prejudice, as soon as possible after this Agreement becomes effective, including, but not limited to, executing and filing a Request for Dismissal of the Action With Prejudice, with the Superior Court, County of Alameda.

6. No Prior Assignments or Liens; Indemnification for Same. PLAINTIFFS represent and warrant that they have not assigned to any other person or entity any Released Claim.

- a. PLAINTIFFS expressly agree to satisfy any lien or reimbursement request including, but not limited to, any lien or reimbursement request asserted by a health care provider, from the settlement funds.
- b. PLAINTIFFS agree to indemnify the Released Parties against any claims for damages, compensation or otherwise by any lien and/or subrogation claimant, 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 incident, to reimburse or make good any loss or damage or costs that the Released Parties may have to pay if any claim or litigation is brought by any lien and / or subrogation claimant.

- c. PLAINTIFFS agree to defend, indemnify and hold the Released Parties harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this Agreement.

7. Attorneys' Fees and Costs. PLAINTIFFS and THE REGENTS 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.

8. 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.

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

10. 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.

11. Covenant Not to Sue. PLAINTIFFS agree, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or internal University proceeding to assert any Released Claim. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto, and THE REGENTS and any other Released Parties named in such action shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim.

12. Tax Consequences. THE REGENTS has made no representation about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. PLAINTIFFS have had an opportunity to discuss the potential tax consequences of this Agreement with their counsel and agree to indemnify and hold harmless THE REGENTS from any and all costs and assessments, including, but not limited to, delinquent taxes, penalties and/or assessments levied against THE REGENTS for PLAINTIFFS' portion of any such taxes as a result of actions taken by THE REGENTS pursuant to this Agreement.

13. 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 REGENTS, but PLAINTIFFS and their counsel have fully participated in the negotiation of its terms. PLAINTIFFS acknowledge they have 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.

14. 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.

15. 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.

16. Advice of Counsel. The parties declare and represent that they are executing this Agreement with full advice from their respective legal counsel, and that they intend 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, each intends the releases herein to be final and complete. Each party executes this release with the full knowledge that this release covers all possible claims, to the fullest extent permitted by law.

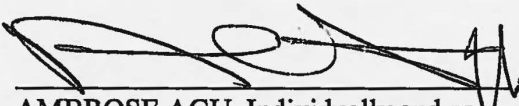
17. Binding Effect. This Agreement shall bind the heirs, personal representatives, successors, and assigns of each party, and it shall inure to the benefit of each party and their respective heirs, successors, and assigns.

18. Enforceability. The parties have reached this settlement through a mediation and agree this Agreement is enforceable pursuant to Code of Civil Procedure §664.6.

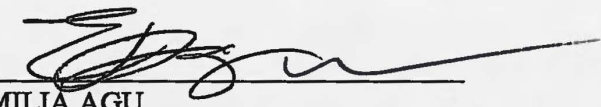
PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: 5/23/, 2016

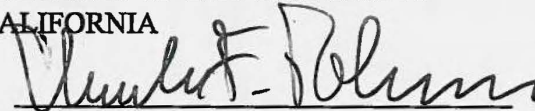
By: 
AMBROSE AGU, Individually and as
Successor-in-Interest to the ESTATE OF TED
AGU

Dated: 5/23, 2016

By: 
EMILIA AGU

Dated: 6/9, 2016

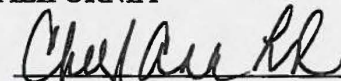

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: 
University Counsel

ACKNOWLEDGED:

Dated: 06/02, 2016

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: 
Chief Risk Officer
 University of California

APPROVED AS TO FORM AND SUBSTANCE:

Dated: 5/23, 2016

PANISH SHEA & BOYLE LLP

By: 

Robert S. Glassman
Attorneys for Plaintiffs AMBROSE AGU,
Individually and as Successor-in-Interest to the
ESTATE OF TED AGU, EMILIA AGU

Dated: May 23, 2016

LOMBARDI, LOPER & CONANT, LLP

By: 

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THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA