

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (the “Agreement”) is made as of September 5, 2008 by and between the Mount Diablo Unified School District (“MDUSD”) and Miller Brown and Dannis (“MBD”).

WHEREAS MDUSD is a public school district in Contra Costa County;

WHEREAS MBD is a law firm that does now, and has for many years, provided legal services to MDUSD;

WHEREAS certain disputes have arisen between MDUSD and MBD (collectively “the Parties” and individually a “Party”) regarding the approval, validity and enforceability of certain attorney-client agreements between MBD and MDUSD since the 1999-2000 agreement between the Parties, the nature and amount of certain charges for fees and costs billed by MBD to MDUSD during the period from 1999-2000 through 2007-2008 and MDUSD’s obligation to pay those disputed charges, and other matters related to the attorney-client relationship between MBD and MDUSD through the period ending with MBD’s June 25, 2008, invoice for the 2007-08 school year (collectively the “Disputes”);

WHEREAS, both of the Parties are mutually desirous of finally settling and resolving the Disputes and compromising and forever discharging all claims, demands, liabilities and causes of action (collectively “Claims”) which MDUSD has or may have against MBD and/or which MBD has or may have against MDUSD in any manner arising out of the Disputes,

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants herein contained, receipt of said consideration being hereby acknowledged, it is agreed as follows:

1. MBD will pay the sum of \$56,011 to MDUSD in accordance with the provisions set forth in paragraph 5 below.

owed to MBD by MDUSD on unpaid invoices for professional services, then MBD will pay the difference to MDUSD in cash.

6. General Release. MDUSD hereby releases and forever discharges MBD, and each of its past and present officers, directors, employees, shareholders, agents, successors, assigns, attorneys and representatives (collectively “MBD’s Representatives”), and MBD hereby releases and forever discharges MDUSD, and each of its past and present board members, officers, directors, employees, agents, successors, assigns, attorneys and representatives (collectively “MDUSD’s Representatives”), from any and all Claims of any kind now constituting or in any manner arising out of or related to the subject matter of the Disputes. (Hereafter MBD’s Representatives and MDUSD’s Representatives are collectively referred to as “Representatives”.) This release of Claims is intended to and shall be completely effective and binding regardless of whether any such Claim has been heretofore asserted, and regardless of any present lack of knowledge on the part of any of the Parties of any such Claim, or of any fact or circumstance pertaining thereto. In this respect, MDUSD and MBD, and each of them, hereby expressly waive the benefits and provisions of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or any other jurisdiction. Section 1542 provides as follows:

Sec. 1542. General release; extent. A general release does not extend to claims which the creditor does not know 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.

7. Nonadmission by the Parties. Neither the settlement of the Disputes, the payment of any consideration, the execution or delivery of this Agreement, nor anything contained in this Agreement shall be taken or construed to be, at any time or place, for any purpose whatsoever, an admission on the part of any Party that such Party or any of its Representatives at any time

12. Mutual Preparation. This Agreement and all documents and instruments to be executed pursuant hereto have been prepared pursuant to the mutual direction of the Parties and their respective counsel. Accordingly, any and all rules, presumptions or statutes concerning or providing for the construction of agreements, instruments or documents against the drafter are hereby expressly and knowingly waived by each Party.

13. Governing Law/Construction. This Agreement is made and entered into in the State of California and shall be governed by, interpreted, enforced and construed in all respects in accordance with the laws of the State of California. All language in this Agreement shall be construed as a whole and according to its fair meaning, and shall not be strictly construed for or against any of the Parties.

14. Entire Agreement. This Agreement shall constitute the entire agreement and understanding between the Parties. It may not be altered, amended, modified or otherwise changed in any respect except by a writing duly executed by authorized agents of each of the Parties.

15. Board Approval. Each Party warrants that the person signing below is authorized to sign this Agreement on its behalf and to bind it to the terms of this Agreement. The signature below on behalf of MDUSD hereto confirms that MDUSD's Board of Education has taken action to approve this Agreement.