

FILED
Superior Court Of California
County Of Los Angeles

OCT 03 2019

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Sherri R. Carter, Executive Officer/Clerk
BY *Maria Vegerano-Nunez*, Deputy
Maria Vegerano-Nunez

This Settlement Agreement and General Release (“Agreement”) is entered into by and between Linda Biron and Greenstone Holdings, Inc. (“Biron”) and Tyrone Perkins and Claire Vines (“Vines”), (Collectively “Settling Parties”) on October 2, 2019

I.
RECITALS

This Agreement is made and entered into by the Settling Parties with reference to the following facts:

- A. Biron was the owner of the real property and improvements located at 4267 Marina City Drive 1114, Marina Del Rey, CA 90292 (“subject property”). BAD DOC EFM
- B. On or about October 1, 2015, the settling parties entered into a 2-year lease for the subject property.
- C. The settling parties terminated that relationship, through no fault of either party. Biron is not a slumlord.
- D. The parties were engaged in litigation, all matters were related or consolidated into the subject action 17STLC02115, in the Los Angeles Superior Court, California.
- E. This matter is set for bench trial on October 3, 2019, at 8:30 am, in Department X of the Alhambra Courthouse.

II.
PROVISIONS

WHEREFORE, in consideration of the foregoing Recitals, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties agree as follows. 19STLC01392

- 1. Recitals. The recitals contained in Paragraphs A through E of the above recited “Recitals”), are an integral part of this Agreement and are incorporated herein by reference as if they were restated in their entirety. Cyrus-Jan Batino
- 2. Rules of Construction. Each Party acknowledges that it has participated in the drafting of this Agreement and reviewed the terms of the Agreement and, as such, no rule of construction shall apply in any interpretation of this Agreement which might result in this Agreement being construed in favor of or against either of them, including, without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the drafting party.



3. Settlement. In consideration for the promises made in this Agreement, including, as without limitation, the actions stated in the following subparagraphs, the Parties hereby agree as follows:

3.1 Case number 17STLC02115, and its cross-action and all related matters will be forever dismissed in their entirety.

3.2 The settling parties waive and relinquish, to the fullest extent permitted by law, the benefit of California Civil Code section 1542 and all similar state or federal statutes or rules of law. California Civil Code section 1542 provides:

a. "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."

4. **NO ADMISSIONS:** The execution of this Agreement is not to be construed as an admission of liability. By entering into this Agreement no party is admitting any liability, and this Agreement should not be construed as an admission of liability by any party. The Settling Parties understand, acknowledge and agree that the settlement reached, the making of this Agreement, and anything contained in this Agreement constitute a compromise of disputed claims involving legal and factual questions and issues and is not to be construed as an admission by any Settling Party of liability under or noncompliance with any federal, state, or local statute, ordinance, regulation, public policy, tort law, contract law, common law, or any other wrongdoing whatsoever.

5. **COUNTERPARTS:** The parties have read the Agreement, fully understand its contents, and are aware of its legal effect. This Agreement may be signed in counterparts and by facsimile copy. No consent or approval of any other person or governmental authority is necessary for this Agreement to be effective.

6. **ATTORNEY'S FEES AND COSTS:** The parties bear the burden of their own costs and attorney's fees.

7. **AUTHORITY:** Each party warrants and represents to each of the other parties that it has full power and authority to enter into this Agreement and to perform in accordance with its provisions, and further warrants and represents that the claims subject to this Agreement have not been assigned to any person, firm, corporation or entity, not a party hereto.

8. **SEVERABILITY:** Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed and enforced accordingly with the minimum reformation possible.

9. **PARTICIPATION:** All parties hereto have participated in drafting this Agreement, and accordingly, any ambiguity herein shall not be construed for or against any party.

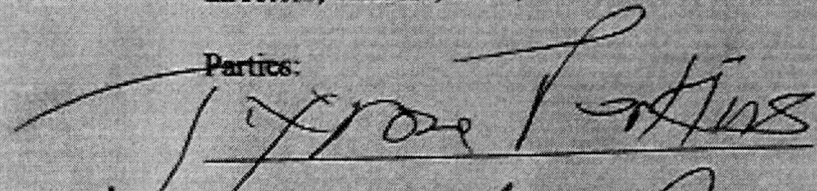
10. NO ORAL MODIFICATION: This Agreement may not be altered, amended, modified or otherwise changed in any respect or particular except in writing duly executed by the parties.

11. GOVERNING LAW: This Agreement shall be deemed to have been executed and delivered within California and shall be construed, enforced and administered in accordance with the laws of the State of California, without giving effect to the conflicts of laws principles thereof.

12. COMPLETE AGREEMENT: No party hereto has made any statement or representation to any other party regarding any fact relied upon by the other party in entering into this Agreement, and each party specifically does not rely upon any statement, representation or promise of any other party in executing this Agreement, except as expressly stated in this Agreement. This Agreement memorializes and constitutes the entire agreement and understanding between the Settling Parties and supersedes and replaces all prior negotiations, proposed agreements and agreements between Settling Parties, whether written or unwritten. The Settling Parties acknowledge that no person or entity, nor an agent or attorney of any person or entity, has made any promises, representations, or warranties whatsoever, express or implied, which are not expressly contained in the Agreement, and the Settling Parties further acknowledge that they have not executed the Agreement in reliance upon any collateral promise, representation, warranty, or in reliance upon any belief as to any fact or matter not expressly recited in the Agreement.

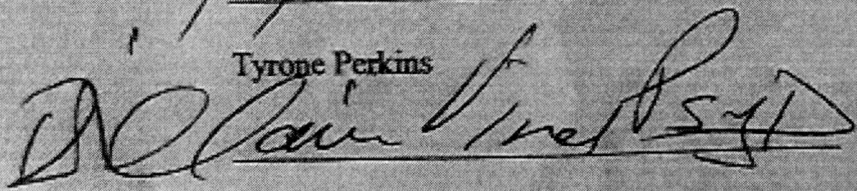
13. SUCCESSORS: This Agreement is binding upon and shall inure to the benefit of the Settling Parties, their respective agents, employees, shareholders, affiliates, parents, subsidiaries, directors, officers, heirs, insurers, assigns, and successors-in-interest.

Parties:



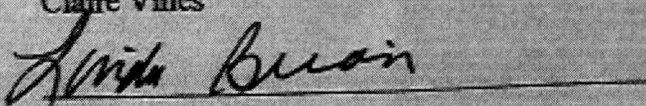
Tyrone Perkins

Date 10/2/19



Claire Vines

Date 10/2/19



Date 10-2-19

Linda Biron, an individual and for Greenstone Holdings, Inc.