

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Plaintiff Mark Baker (“Plaintiff”) and Petrovich Development Company, LLC, (“PDC”) (individually, a “Party” and jointly, the “Parties”).

RECITALS

- A. On March 21, 2024, Plaintiff sent an email to PDC requesting accommodation related to the blue LED lights on the LVT video surveillance systems that were installed in the parking lot of the Woodland Gateway shopping center. PDC did not respond.
- B. On May 6, 2024, Plaintiff file a lawsuit against PDC pursuant to the Americans with Disabilities Act and California Unruh Civil Rights Act, case CV2024-1150 in Yolo Superior Court.
- C. PDC expressly and unequivocally denies any and all allegations of wrongdoing in Plaintiff’s emails, the Action, or in connection with Woodland Gateway, or that it is liable to Plaintiff in any way.

Nonetheless, to finally and fully resolve the disputes and differences arising between them, to avoid the uncertainties and risks inherent in further litigation, for good cause, and for the good and valuable consideration described herein, the Parties **HEREBY AGREE AS FOLLOWS:**

1. Settlement Payment: Within twenty-one (21) days of both Parties signing this Agreement, PDC shall pay Plaintiff a total of Four Thousand Dollars (\$4,000.00) in full, final, and complete satisfaction of the Released Claims, as defined below (the “Settlement Payment”). The Settlement Payment shall be made payable to Mark Baker and delivered to 9450 SW Gemini Drive PMB 44671, Beaverton, OR 97008. To facilitate the Settlement Payment, Plaintiff shall provide PDC with his tax identification number and/or W-9 (PDC can provide a form W-9 on request). It is understood and agreed that Plaintiff is liable for all tax obligations, if any, with respect to the Settlement Payment.
2. Further Performance: PDC agrees to make a good faith effort to ensure that the blue LED lights on the LVT systems are not turned on in the future.
3. Dismissal with Prejudice: PDC agrees to supply Plaintiff with a Request for Dismissal,

California Judicial Council form CIV-110, dismissing PDC from the Action with prejudice and Plaintiff agrees to submit the Request for Dismissal within ten (10) days of receipt. PDC does not object to Plaintiff also filing a notice of settlement, informing the Court of the Parties' settlement.

4. Release: Plaintiff, individually and on behalf of his past, present, and future spouses, heirs, representatives, beneficiaries, assigns, and predecessors and successors in interest (collectively, the "Releasing Parties"), hereby release and forever discharge PDC and its past, present, and future affiliates, parent companies, subsidiaries, predecessors and successors in interest, shareholders, partners, managing partners, limited partners, members, managers, insurers, landlords, lessors, tenants, property managers, owners, officers, directors, attorneys, agents, and employees, and each of them (collectively, the "Released Parties"), from any and all claims, liens, demands, causes of action, obligations, damages, claims for injunctive relief, and liabilities arising from the operation of the LED lights on the LVT System or that were alleged in, could have been alleged in, or in any way arise from or relate to the Action, Plaintiff's emails to PDC, or Plaintiff's visits to Woodland Gateway under the Unruh Act, the Americans with Disabilities Act (ADA), or any other body of law (the "Released Claims") up to and including the date of this settlement agreement.

5. Waiver of Civil Code Section 1542: It is further understood and agreed by the Parties that as a condition of this Agreement, Releasing Parties hereby expressly waive and relinquish any and all claims, rights, or benefits that they may have under California Civil Code section 1542, or under any similar state or federal law, which provides 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.

In connection with such waiver and relinquishment, Releasing Parties hereby acknowledge that they or their counsel may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that the Releasing Parties expressly agree to fully, finally, and forever settle and release any and all Released Claims,

as described above.


The Parties agree that this Agreement may be pled as a full and complete defense to any actions, suits or other proceedings that may be instituted, prosecuted, or attempted by or on behalf of any Releasing Party against any Released Party in connection with the Released Claims.

6. No Admission of Liability: The Parties acknowledge that PDC and Released Parties deny any wrong-doing whatsoever in connection with the Released Claims, and that this Agreement is made solely for the purpose of compromising disputed claims to avoid the time and expense of litigation and appeals. Nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of PDC or any Released Party.

7. Sole Agreement: It is expressly understood and agreed that this Agreement contains all of the terms and conditions of the agreement between the Parties and there have been no other negotiations and agreements between the Parties, either written or oral, and that this Agreement supersedes all prior agreements written or oral.

8. Attorneys' Fees: Each Party shall bear its/his own attorneys' fees and costs in connection with the Action and this Agreement.

DATED: January 17, 2025 
Mark Baker

DATED: January 20, 2025 By: 
Its: Paul S. Petrovich, Manager
Petrovich Development Company, LLC