

RELEASE AND SETTLEMENT OF CLAIM

FOR THE SOLE CONSIDERATION OF TWO MILLION DOLLARS (\$2,000,000.00), to us in hand paid by the CITY OF LONG BEACH, KHANLY SAYCON, JR. and ANN LUZ SAYCON, as surviving heirs and successors in interest of MHARLOUN SAYCON (deceased) (“PLAINTIFFS”), DOES HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE the CITY OF LONG BEACH, VUONG NGUYEN, ROBERT CRUZ, ROBERT LUNA and any and all of its elected officials, officers, directors, commissioners, boards and/or employees (“DEFENDANTS”), from any and all actions, claims and/or demands, damages, costs, loss of service, expenses, compensation and/or liens, and/or any claims or actions that could be asserted in the future, on account of, or in any way growing out of, any monies and/or sums claimed due PLAINTIFFS from DEFENDANTS resulting and/or arising from an incident involving personal physical injuries and death occurring on or about 12/14/2015, at or near Looff’s Lite-A-Line Casino Game of Skill located on Long Beach Boulevard, California and/or any of the consequences flowing from said incident as alleged in the wrongful death actions entitled: *KHANLY SAYCON, JR., and ANNA LUZ SAYCON, individually and as surviving heirs and successors in interest of MHARLOUN SAYCON (deceased) v. City of Long Beach, et al.*; U.S.D.C. Case No. 2:16-cv-5614-JFW (ASx), and *KHANLY SAYCON, JR., and ANNA LUZ SAYCON, individually and as surviving heirs and successors in interest of MHARLOUN SAYCON (deceased), Plaintiffs, vs. CITY OF LONG BEACH, et al.* State Case No. BC635676 (“DISPUTED MATTERS”).

PLAINTIFFS hereby covenant with said DEFENDANTS to indemnify and save harmless from all claims and demands, costs, loss of services, expenses, compensation, liens, and any other claims that could be asserted in the future, on account of or in any way growing out of the DISPUTED MATTERS or its result to person and/or property. PLAINTIFFS further agree to dismiss the DISPUTED MATTERS with prejudice.

It is expressly understood and agreed that all rights under Section 1542 of the Civil Code of the State of California are hereby waived, which section reads as follows:

"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."

It is expressly understood and agreed that the payment and acceptance of the said amount of TWO MILLION DOLLARS (\$2,000,000.00) is in full accord and satisfaction of the DISPUTED MATTERS, and that the payment of the said sum of TWO MILLION DOLLARS (\$2,000,000.00) is not an admission of liability or any wrongdoing. By agreeing to settle the DISPUTED MATTERS, and by signing this agreement, PLAINTIFFS also expressly understand and agree that he/she/they is/are not the "prevailing party" as that term is defined by California Law, and is/are not entitled to any recovery of costs pursuant to Code of Civil Procedure § 1032 et seq. Rather, each party to this action will bear his/her/its own costs and attorneys' fees, and expressly understands and agrees that the total amount that DEFENDANTS will pay to PLAINTIFFS to completely and totally resolve the DISPUTED MATTERS is TWO MILLION DOLLARS (\$2,000,000.00). The settlement check shall be made payable to the Client Trust Account of Hadsell Stormer & Renick, which shall provide its IRS Form W 9 to DEFENDANTS. The DEFENDANTS shall issue its IRS Form 1099 only to Hadsell Stormer & Renick. No other IRS Form 1099s arising from this settlement shall be issued.

IN WITNESS WHEREOF, we have set our hand and seal this 6 day of

March, 2018

PLAINTIFFS

  
\_\_\_\_\_  
KHANTAY SAYCON, JR.

  
\_\_\_\_\_  
ANNA LUZ SAYCON

**APPROVED AS TO FORM:**

By: 

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Name: Dan Stormer, Esq.

Attorneys for  
Plaintiffs, KHANLY SAYCON, JR. and  
ANNA LUZ SAYCON

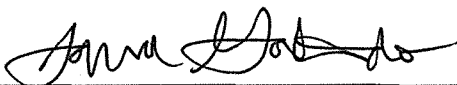
By: 

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Name: C. JOE SAYAS, Esq.

Attorneys for  
Plaintiffs, KHANLY SAYCON, JR. and  
ANNA LUZ SAYCON

**WITNESS:**

Signature: 

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Name: Tami Golindo

Address: 128 N. Fair Oaks Avenue  
Pasadena, CA 91103