

## RELEASE OF CLAIMS

This Release of Claims (hereinafter "Release") is given in consideration of the City of San Jose's additional payment of \$93,098.27, equivalent to five (5) months of pay, less deductions authorized or required by law. This sum shall be paid in a lump sum, single payment ten (10) days after the City of San Jose's receipt of both this signed, unrevoked Release and an executed Notice of Separation of City Service form indicating my separation from employment effective January 9, 2015.

I understand that because the City of San Jose has no policy obligating it to pay severance to at-will employees upon separation of employment, this sum is an additional benefit for which I am not entitled unless I elect to sign this Release.

## RELEASE

In consideration of these additional benefits, I on behalf of my heirs, spouse and assigns, hereby completely release and forever discharge the City of San Jose and the Successor Agency to the San Jose Redevelopment Agency, which includes their past and present affiliates, agents, officers, appointed officials, elected officials, employees, attorneys, insurers, successors and assigns (collectively, the "Releasees") from any and all claims, of any and every kind, nature and character, known or unknown, foreseen or unforeseen, based on any act or omission occurring prior to the date of my signing this Release, relating to my offer of employment, my employment, and my separation of employment with the City of San Jose.

The matters released include, but are not limited to, any claims under federal, state or local laws, including claims arising under, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Family Rights Act, the Pregnancy Disability Leave Act, the Fair Employment and Housing Act, the Age Discrimination in Employment Act of 1967 ("ADEA") as amended, including but not limited to, the Older Workers' Benefit Protection Act ("OWBPA") other than claims relating to the validity of this Release under the ADEA as amended by the OWBPA, and any common law, tort or contract or statutory claims, including any claims relating to the San Jose City Charter, San Jose Municipal Code, City of San Jose Ordinances, Resolutions, or Policies, and any claims for attorneys' fees and costs. The only exceptions are any claims I may have for unemployment or workers compensation.

I understand and agree that this Release extinguishes all claims, whether known or unknown, foreseen or unforeseen against the Releasees, except for those exceptions expressly described above. I expressly waive any rights or benefits under Section 1542 of the California Civil Code, or any equivalent statute. California Civil Code Section 1542 provides 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 know by him or her must have materially affected his or her settlement with the debtor."**

PA Initials

By placing my initials in the foregoing paragraph, I acknowledge that I have knowingly waived any and all rights under Civil Code Section 1542.

I fully understand that, if any fact with respect to any matter covered by this Release is found hereafter to be other than or different from the facts now believed by me to be true, I expressly accept and assume that this Release shall be and remain effective notwithstanding such difference in the facts.

I agree not to file any claim, charge, grievance, action or complaint concerning any matter referred to in this Release, with the exception of any claim that I may have as to the validity of this Release under the ADEA as amended by the OWBPA. If I have previously filed any claims, other than relating to the validity of this Release under the ADEA, I agree to take all reasonable steps to cause them to be withdrawn without delay.

This Release constitutes the entire agreement between myself and the City with respect to any matters referred to in this Release. This Release supersedes any and all of the other agreements between myself and the City.

No other consideration, agreements, representations, oral statements, understandings or course of conduct which are not expressly set forth in this Release should be implied or are binding. I understand and agree that this Release shall not be deemed or construed at any time or for any purposes as an admission of any liability or wrongdoing by either myself or the City. I also agree that if any provision of this Release is deemed invalid, the remaining provisions will still be given full force and effect. The terms and conditions of this Release will be interpreted and construed in accordance with the laws of California.

Prior to execution of this Release, I have apprised myself of sufficient relevant information in order that I might intelligently exercise my own judgment. The City has informed me in writing to consult an attorney before signing this Release, if I wish. The City has also given me at least 21 days in which to consider this Release, if I wish. I also understand that for a period of seven (7) days after I sign this Release, I may revoke this Release, and that the Release shall not become effective until seven (7) days from the date of my signature.

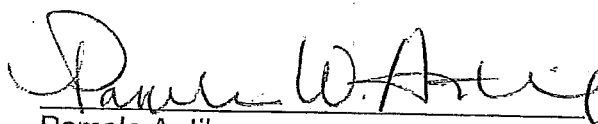
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I have read this Release and understand all of its terms. I further acknowledge and agree that this Release is executed voluntarily and with full knowledge of its legal significance.

### EMPLOYEE'S ACCEPTANCE OF RELEASE


I HAVE CAREFULLY READ AND FULLY UNDERSTAND AND VOLUNTARILY AGREE TO ALL THE TERMS OF THE RELEASE IN EXCHANGE FOR THE ADDITIONAL BENEFITS TO WHICH I WOULD OTHERWISE NOT BE ENTITLED.

Dated: 12/29/14

  
Pamela Antil

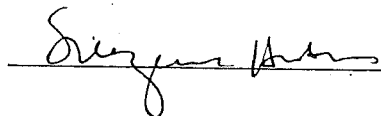
Approved by Appointing Authority:

Dated: 12/29/14

  
Edward Shikada  
City Manager

Approved as to form for the City of San Jose:

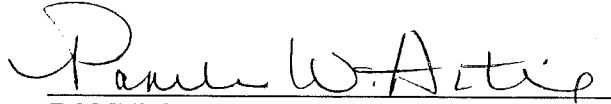
Dated: 1/5/15

  
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RE-EXECUTION AND RATIFICATION OF RELEASE OF CLAIMS

I HEREBY RE-EXECUTE AND REAFFIRM ALL RIGHTS AND OBLIGATIONS SET FORTH IN THE RELEASE OF CLAIMS I SIGNED ON DECEMBER 29, 2014, INCLUDING THE TIME TO CONSIDER AND VOLUNTARILY AGREE TO ALL THE TERMS OF THE RELEASE OF CLAIMS.

Dated: 1/15/15

  
PAMELA ANTIL

Approved as to form for the City of San Jose:

Dated: 1/15/15

  
SUZANNE S. HUTCHINS  
Sr. Deputy City Attorney