

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“*Agreement*”), dated June 6, 2018, is entered into by and between Don Singer and Reta Singer, (“*Singers*”) on the one hand, and Suzanna Sahakian (“*Sahakian*”) on the other hand. Singers and Sahakian are collectively referred to as the “*Parties*”.

RECITALS

WHEREAS, Singers are the owners of a residential condominium located at 16169 Sunset Blvd, Pacific Palisades, CA 90272, County of Los Angeles, State of California (“*the Property*”); and

WHEREAS, on or about June 23, 2010, Singers entered into a residential lease with Sahakian for the Property (“*Lease*”); and

WHEREAS, on or about March of 2018, the Parties discovered the existence of water intrusion on the Property and resulting issues regarding mold contamination; and

WHEREAS, a dispute has arisen over the respective rights of Singers on the one hand as Landlords, and Sahakian on the other hand, as Tenant. Said disputes include, but not are not limited to:

- (1) Sahakian’s rights as a tenant under Los Angeles’ Rent Stabilization Ordinances in light of the condition of the Property;
- (2) Sahakian’s damages against Singers, if any, for personal injuries resulting from exposure to mold;
- (3) Singer’s damages against Sahakian, if any, for alleged waste committed by her to the Property; and
- (4) Singer’s claims against Sahakian, if any, for unpaid rent; and

WHEREAS, the Parties now wish to resolve their differences without the cost of litigation:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Payment to Sahakian and Termination of Lease.** In consideration of the sum of Ten Thousand Dollars (\$10,000.00) paid by Singers to Sahakian,

receipt of which is hereby acknowledged, Sahakian's tenancy is hereby terminated and all rights Sahakian may have under the Lease or otherwise with respect to Sahakian's tenancy and/or right to occupy the Property are hereby extinguished.

2. **Forfeiture of Security Deposit.** Sahakian's security deposit in the amount of \$1,400.00 is forfeit in favor of Singers.
3. **Waiver of Obligations for Unpaid Rent.** The Parties acknowledge that Singers refunded Sahakian's last-month's rent deposit in the amount of \$1,400.00 and a portion of the March rent in the amount of \$600.00. Singer's waive any claim for reimbursement of these amounts. Sahakian acknowledges receipt of these refunded amounts. Any rights Singers have or may have to collect unpaid rent owed by Sahakian, if any, up to and including rent owed as of the date of execution of this Agreement is hereby waived as part of the consideration for this Agreement.
4. **Sahakian to Vacate the Property.** Upon the execution of this Agreement, Sahakian shall hand over the keys to the Property and shall have fully and completely vacated the Property. Any personal property remaining in the Property, including the garage area, shall be considered abandoned.
5. **Release of Claims.** With the exception of the obligations created by this Agreement, the Parties generally and mutually release and forever discharge each other, together with their respective agents, employees, representatives, attorneys, successors, heirs, assigns, trustees, affiliates, managers, members, shareholders, officers, and/or directors, from any and all claims, demands, liabilities, obligations, causes of action, costs and attorneys' fees, known and unknown, suspected and unsuspected, fixed or contingent, which they now have or at any time have had or held against the other from the beginning of time to the date of this Agreement, including but not limited to all matters related to Sahakian's tenancy at the Property, and specifically including claims by Singers against Sahakian, if any, for property damage and claims by Sahakian against Singers, if any, for personal injuries related to mold exposure. In making this release, the Parties intend to release each other from any and all liability of any nature whatsoever relating to their prior relationship whether the claim, or any facts on which such claim might be based, is currently known or unknown to the party possessing the claim. The Parties, for themselves and their respective agents, employees, representatives, attorneys, successors, heirs and assigns expressly waive the provisions of Section 1542 of the California Civil Code which 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 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR.

The Parties acknowledge that they may hereafter discover facts different from or in addition to those which they now believe to be true with respect to the release of claims. In entering into the Agreement, each Party assumes the risk of mistake. If any Party should subsequently discover that their understanding of the facts or of the law was incorrect, they shall not be entitled to any relief, including without limitation to the generality of the foregoing, any alleged right or claim to set aside this Agreement.

6. **Denial of Liability.** Each Party denies any and all liability to the other and enters into this settlement only as the most efficient means to resolve the above referenced dispute.
7. **Each Side to Bear Their Own Attorney Fees And Costs.** The Parties each agree to bear their own attorney's fees and cost with respect to the dispute.
8. **Modification.** This Agreement may not be modified or amended except by written instrument, signed by each of the parties hereto, expressing such an amendment or modification. The Parties hereto warrant, promise and represent that in executing this Agreement, they are not relying on any oral or other written representation, promise or statement given any other party, its employees, agents or attorneys.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. For the purposes of this Agreement, an email or faxed signature will be treated as an original.
10. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. The Parties acknowledge that no promise or inducement has been offered except as set

forth in this Agreement, and that they execute this Agreement without reliance upon any statement or representation other than what is contained in this Agreement.

11. **Binding Agreement.** The Parties hereto each affirm and acknowledge that they have carefully and fully read this Agreement, that they fully understand and appreciate the words used in this Agreement, as well as the effect of those words, and further understand that this is a final compromise, release, and settlement.

12. **Representation by Counsel.** The parties at all times material hereto have been represented by legal counsel or have had a full and fair opportunity to consult with legal counsel of their own choosing concerning the rights affected by this Agreement. Neither party except as set forth herein is relying on representations or statement made by the other parties in entering into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

By: _____
Don Singer

By: _____
Reta Singer

By: _____
Suzanna Sahakian