

RELEASE AND SETTLEMENT AGREEMENT

In consideration of the total sum in the amount of **ONE MILLION NINE HUNDRED FIFTY THOUSAND U.S. DOLLARS AND NO CENTS (\$1,950,000.00)**, from Defendant **CITY OF SEBASTOPOL**, to be paid to Plaintiffs **JEFFREY M. CALLAGHAN and A.G.C., a minor, by and through her guardian ad litem, SUSANA VISATHEP** (hereinafter referred to as "Releasors"), Releasors, on behalf of themselves, their heirs, survivor(s), spouse(s), executor(s), administrator(s), legal representatives and assigns, does hereby remise, release and forever discharge **CITY OF SEBASTOPOL, FORREST WHITEHALL, CAMERON FENSKE, JAMES HICKEY ("CITY")** and their respective current and former officers, directors, partners, affiliates, agents, employees, servants, vendors, representatives, insurers, adjusters, administrators, third party administrators, attorneys, all predecessors in interest, successors, assigns, heirs, lessors, lessees, and any other person, firms, entities, parents, subsidiaries, corporations, related companies, affiliated entities, association, partnership, organization, predecessor, successor, affiliates, and their agents, employees, servants, officers, directors, representatives, insurers, or administrators alleged to be responsible for injuries to a person on the Releasors' property and damages to the property of the Releasors (hereinafter referred to as "Releasee"), from any and all actions, claims, and demands of any kind or nature whatsoever, whether known or unknown or suspected or unsuspected by Releasors, and which Releasors now have, or may hereafter *Callaghan, et al v. City of Sebastopol, et al.*, United States District Court for the Northern District of California, Case No. 3:25-cv-06225-SI (hereinafter "incident") including any and all known and unknown injuries, disabilities, pain and suffering, mental anguish, emotional

distress, medical and health care expenses, deaths, income loss, and property damage or loss, arising out of, or in any way connected with or resulting from the incident.

IN FURTHER CONSIDERATION of payment of the sum total of this settlement and the release:

1. Releasors agree to dismiss with prejudice the following action: *Callaghan, et al v. City of Sebastopol, et al.*, United States District Court for the Northern District of California, Case No. 3:25-cv-06225-SI.

2. This release is a full and final release applying to all known, unknown and unanticipated injuries, deaths, and damages arising out of said incident, including those not known or disclosed, and Releasor fully understands and expressly waives all rights and benefits which the Releasor now has, or in the future may have, under California Civil Code section 1542, which provides:

“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.”

3. Liability for said incident is disputed, and this release is a compromise and shall not be construed as an admission of liability. Releasee denies liability in this action. Payment of the settlement funds pursuant to this settlement shall not be deemed or construed to be, at any time or place, an admission of any liability, negligence, fault, or wrongdoing.

4. Releasors and Releasee will each bear their own fees and costs, including attorneys' fees. This term in no way interferes with how Releasor and their counsel have agreed to split the \$1,950,000.00 settlement (see Paragraph 5).

5. A combination of Payments in the total sum of \$1,950,000.00 settlement will be paid as set forth below, on behalf of the City of Sebastopol to the individuals named below:

5.1 For the benefit of Jeffrey Callaghan, \$1,462,500.00 made payable as follows: "Gearinger Law Group in trust for Jeffrey Callaghan."; and

5.2 For the benefit of A.G.C, a minor, through her guardian ad litem Susan Visthep, a total of \$487,500.00 to be paid pursuant to the Order on Petition for Approval of Compromise of Claim or Action or Disposition of Proceeds of Judgment for Minor or Person with a Disability.

6. Releasors are responsible for any liens, or claims of liens, or assignments in law or equity or otherwise, of or against the claim or cause of action of the Releasor herein, including but not limited to any hospital or medical liens; further, that the Releasor are fully entitled to give this release and discharge. Releasor also waives any right to a private cause of action pursuant to 42 USC 1395y(b)(3)(A), or any other cause of action(s) against the CITY or their insurers.

7. If the representation(s) in Paragraph 6 are incorrect or incomplete, and Releasors did, in fact, have any additional incident-related lien or liens (or will have one or more additional in the future), Releasors will indemnify and hold harmless Releasee, from and against any and all past, present, and future claim, cause of action, or judgment of any kind or character by or on behalf of the lienholder, including but not limited to claims, penalties, liens, conditional payments, demands, damages, double damages, interest, actions in law or equity arising out of the payments and conditional payments to or on behalf of Releasor, and further including but not limited to any failure by Releasor to satisfy all reimbursement claims or conditional payments; and from and against any action by lienholder(s) or their agents, representatives, or their contractors, alleging that lienholder(s) interests were not considered in this settlement. Releasor expressly acknowledges and agrees that the indemnification and hold harmless provisions in this Release Agreement are intended specifically to address potential liability associated with actual

and potential lienholder interests in the proceeds of this settlement, and such provisions shall in no way be used or construed to interpret, limit, modify, and/or extinguish any other indemnification or other provision appearing in the release. Further, Releasor agrees to defend, indemnify and hold harmless Releasees, and each of them, from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation herein by Releasor.

8. Releasors are responsible for any claims, demands, actions, causes of action, lawsuits, debts, obligations, or liabilities related to any money he borrowed in relation to this lawsuit; Releasor is personally responsible for any litigation loans. Such moneys are not a part of the agreement, and is the personal liability of the Releasors.

9. Within 45 days of Releasees' counsel receiving an executed copy of the Release, Releasees will submit the settlement check and court ordered payments as listed in Paragraph 5.

10. Within 7 days of Releasors' counsel receiving the settlement checks, Releasors to file a Stipulation Of Dismissal With Prejudice Pursuant To Fed. R. Civ. P. 41(a)(1)(A)(ii) as to the action entitled *Callaghan, et al v. City of Sebastopol, et al.*, United States District Court for the Northern District of California, Case No. 3:25-cv-06225-SI.

11. This release and settlement agreement contains the entire agreement between the parties hereto. The terms of this release are contractual and not a mere recital. Releasors are fully entitled to give this release and discharge. This release is executed without reliance upon any representation by any Releasee or representatives of Releasee, and Releasors have carefully read and understood the contents of this release and signs the same as the Releasor's own free act.

12. This release may be executed and delivered (including by facsimile or electronic format) in counterparts, each of which when so executed and delivered, shall be an original, but such counterparts together shall constitute the same instrument and agreement. Each signature

shall be deemed integrated within, and part of, the original and entire release, each signature binding each signatory hereto.

13. In the event that any provision of this release is held to be void, voidable, or unenforceable, the remaining portions of the release shall remain in full force and effect.

14. This release shall be construed and interpreted in accordance with, and be governed by the laws of the State of California. United States Magistrate Judge Laurel Beeler retains jurisdiction to enforce this settlement.

PERSONS RELEASED: CITY OF SEBASTOPOL, FORREST WHITEHALL, CAMERON FENSKE, JAMES HICKEY, including their respective current and former officers, directors, partners, affiliates, agents, employees, servants, vendors, representatives, insurers, adjusters, administrators, third party administrators, attorneys, all predecessors in interest, successors, assigns, heirs, lessors, lessees, and any other person, firms, entities, parents, subsidiaries, corporations, related companies, affiliated entities, association, partnership, organization, predecessor, successor, affiliates, and their agents, employees, servants, officers, directors, representatives, insurers, or administrators.

AMOUNT OF SETTLEMENT: ONE MILLION NINE HUNDRED FIFTY THOUSAND U.S. DOLLARS AND NO CENTS (\$1,950,000.00) made payable as specified in Paragraph 5.

I HAVE READ THIS RELEASE AND ENTER INTO IT VOLUNTARILY, WITH FULL UNDERSTANDING OF MY RIGHTS AND OBLIGATIONS UNDER IT.

Dated: 06/29, 2026



JEFFREY CALLAGHAN, on behalf of himself

Dated: 06/30/2026 2026

Susana Visathep
A.G.C., by and through her guardian ad litem,
SUSANA VISATHEP

Dated: _____, 2026

Mary C. Gourley
MARY GOURLEY, on behalf of THE CITY OF
SEBASTOPOL

APPROVED AS TO FORM:

Dated: June 26, 2026

Il D. Gearing
IZAAK SCHWAIGER/BRIAN GEARINGER,
Attorneys for Plaintiffs

Dated: June 30, 2026

Patrick Moriarty
PATRICK MORIARTY, Attorney for CITY OF
SEBASTOPOL