

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement"), is entered into in San Diego County, California by and among San Diegans for Open Government ("SANDOG"), the Southwestern Community College District (the "District"), Echo Pacific Construction, Inc. ("Echo"), Chris Rowe ("Rowe"), Seville Construction Services, Inc. ("Seville"), Jeffrey Flores ("Flores"), Bunton, Clifford & Associates, Inc. d/b/a BCA Architects (collectively referred to as "BCA"), Paul Bunton ("Bunton"), and Henry Amigable ("Amigable"). In this Agreement, the parties are sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. On or about November 18, 2009, Seville and the District entered into a Program Management Contract ("PM Agreement") to provide program management services for the District's new public works construction project known as the Corner Lot Project (the "Project") on the real property located at 900 Otay Lakes Road, Chula Vista, California 91910.

B. On or about May 10, 2007, BCA and the District entered into an Architectural Services Contract, No. A2066.07, to provide architectural services for the Cafeteria Remodel on a related project ("Cafeteria Agreement"). On or about April 21, 2010, BCA and the District entered into an Architectural Services Contract, No. A3021.10, ("Architect Agreement") to provide architectural services for the Project.

C. On or about July 15, 2010, Echo and the District entered into a Construction Management Services "At Risk" Agreement ("CM Agreement") to provide construction management services "at risk" for Project.

D. Design, program management, DSA approvals, initial construction, and construction management on the Project and other bond projects occurred before disputes over the PM Agreement, the Architect Agreement, and CM Agreement arose between Seville and the District, BCA and the District, and Echo and the District.

E. Seville contends the District breached the PM Agreement. BCA contends the District breached the Architect Agreement. Echo contends the District breached the CM Agreement. The District denies Seville, BCA and Echo's claims and following an investigation by the San Diego District Attorney's office and the completion of an independent audit of the District's procurement of the PM Agreement, the Architect Agreement, and the CM Agreement, the District contends, among other things, that the PM Agreement, the Architect Agreement, and the CM Agreement are void under California Government Code section 1090 et seq., and Education Code section 72530 et seq. and, in the

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alternative, that Seville, BCA, and Echo each breached their respective agreements with the District. The District, Seville, BCA, and Echo deny each other's allegations and deny any wrongdoing.

F. On July 30, 2012, the taxpayer organization known as SANDOG filed San Diego Superior Court Case No. 37-2012-0010391-CU-MC-CTL against Echo, Rowe, Seville, Flores, BCA, Bunton, and Amigable (collectively, "Defendants") ("SANDOG Action No. 1"). SANDOG is acting on behalf of and for the benefit of its members, all persons similarly situated; all taxpayers within the geographical jurisdiction of the District, and the District. The District was named as Real Party in Interest in SANDOG Action No. 1. Among other things, in SANDOG Action No. 1, SANDOG alleged that the PM Agreement, the Architect Agreement, and the CM Agreement are void under California Government Code section 1090 et seq. Defendants deny SANDOG's allegations.

G. On December 18, 2012, SANDOG dismissed SANDOG Action No. 1 without prejudice.

H. On December 13, 2012, SANDOG filed San Diego Superior Court Case No. 37-2012-00087717-CU-CO-CTL against the Defendants ("SANDOG Action No. 2"). SANDOG is acting on behalf of and for the benefit of its members, all persons similarly situated, and all taxpayers within the geographical jurisdiction of the District. The District was named as Real Party in Interest in SANDOG Action No. 2. Among other things, in SANDOG Action No. 2 SANDOG alleged that the PM Agreement, the Architect Agreement, and the CM Agreement are void under California Government Code section 1090 et seq. and California Education Code section 72530 et seq. Defendants deny SANDOG's allegations.

I. On or around November 4, 2011, BCA presented the District with a claim for damages under Government Code section 900 et seq. related to work performed by BCA under the Cafeteria Agreement. On or around November 8, 2011, BCA presented the District with a claim for damages under Government Code section 900 et seq. related to work performed by BCA under the Architectural Agreement. On or around June 22, 2012, BCA presented the District with an additional claim for damages under Government Code section 900 et seq. related to work performed by BCA under both the Cafeteria Agreement and the Architectural Agreement. BCA's November 4, 2011, November 8, 2011, and June 22, 2012 claims shall be referred to collectively as "BCA's Claims."

J. On or around April 23, 2012, Seville presented the District with a claim for damages under Government Code section 900 et seq. related to work performed by Seville under the PM Agreement. On or around January 25, 2013, Seville presented the District with an amended claim for damages under Government Code section 900 et seq. related to work performed by Seville under the PM Agreement. Seville's April 23, 2012 claim, and January 25, 2013 amended claim shall be referred to collectively as "Seville's Claim."

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K. On June 12, 2013, Echo filed San Diego Superior Court Case No. 37-2013-00052859-CU-BC-CTL against the District ("Echo Action"). Among other things, in the Echo Action, Echo alleged the District breached the CM Agreement. The District denies Echo's allegations.

L. On August 8, 2013, the District through its respective counsel filed a motion in SANDOG Action No. 2 seeking leave to file a complaint in intervention against Defendants ("District Action"). In its proposed complaint in intervention, the District alleges, among other things, that the PM Agreement, the Architect Agreement, and the CM Agreement are void under California Government Code Section 1090 et seq. and California Education Code section 72530 et seq. and, in the alternative, that Defendants breached their respective agreements with the District. Defendants deny the District's allegations.

M. SANDOG Action No. 1, SANDOG Action No. 2, Seville's Claim, BCA's Claims, the Echo Action, and the District Action are collectively referred to as the "Action" in this Agreement.

N. The Parties participated in settlement discussions including several days of mediation before Retired Judge Altman. This Agreement reflects settlement terms recommended by Retired Judge Altman.

O. The Parties wish to settle the Action and release all of Seville's, BCA's, Echo's, the District's, and SANDOG's claims based on or arising out of the PM Agreement, the Architect Agreement, the Cafeteria Agreement, the CM Agreement, the Project, and the Action pursuant to the terms of this Agreement.

P. This Agreement is specifically intended to bar any further attempt by other taxpayers or any other alleged association from re-litigation of the issues fully resolved herein and approved by the District's Governing Board as set forth herein.

TERMS AND CONDITIONS

For good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1.0 BOARD APPROVAL

The Parties agree that this Agreement is contingent upon ratification by the District's Governing Board ("Board"). The District shall present this Agreement to the Board for ratification at the earliest available Board Meeting, currently expected to be April 9, 2014. Counsel for the District shall provide written documentation to counsel for all Parties confirming the Board ratification within five (5) business days of its occurrence. The date of Governing Board approval shall be the effective date for purposes of this Agreement

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("Effective Date"). In the event that the Board rejects this Agreement, none of the Parties shall be deemed to have waived any rights with respect to the matters in the Action.

2.0 PAYMENT AND RELATED CONSIDERATION

2.1 District as Plaintiff

The Parties agree to, concurrent with the execution of this Agreement, execute a Stipulation Approving Intervention, Settlement, Dismissing Lawsuit, and Retaining Enforcement Jurisdiction ("Stipulation") in the form of Exhibit "A" to this Agreement which is incorporated by reference as though set forth in full. No later than ten (10) days after the Effective Date, the Parties will, through their respective attorneys of record, file the Stipulation with the court and request the court approve the Stipulation allowing the District's intervention and confirming the District's status as Plaintiff in SANDOG Action No. 2.

2.2 Payment By Echo To The District

Echo will pay the District Ninety-Two Thousand Dollars and No Cents (\$92,000.00) (the "Echo Settlement Sum"). The Echo Settlement Sum shall be made payable to "Southwestern College (Bond Fund)" and delivered to:

Southwestern College
Office of the Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

according to the following schedule of payments:

- (1) \$32,000.00 no later than May 9, 2014, 30 days after the Effective Date;
- (2) \$30,000.00 no later than July 8, 2014; and
- (3) \$30,000.00 no later than September 8, 2014.

The Parties agree the Echo Settlement Sum is the maximum amount that Echo and/or related individuals shall pay under the terms of this Agreement.

In the event that Defendant Echo fails to make any of the payments on the schedule set forth above, and after providing written notice to Echo and ten (10) days to cure payment of the amount then due, the Parties agree that pursuant to the Stipulation which is attached hereto as Exhibit "A" and incorporated herein by this reference, the District may seek enforcement of this Agreement as against Defendant Echo, through entry of judgment, or issuance of a prejudgment attachment order, or by any other reasonable means, on an *ex parte* basis with required notice thereof to Echo. In the event the District must seek enforcement of this Agreement as a result of Echo's failure to make payments per the above schedule, Defendant

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Echo shall pay the District its costs and reasonable attorneys' fees in connection with the filing and execution of all enforcement proceedings.

Upon Defendant Echo's payment of the full amount of the Echo Settlement Sum, the District shall, within fifteen (15) business days after receipt of the final payment from Echo, file a Notice of Receipt of Final Payment from Echo per the terms of the Stipulation attached hereto as Exhibit "A."

District and SANDOG agree to refrain from enforcing this Agreement against Defendant Echo so long as Defendant Echo does not fail to make timely payment in accordance with the schedule of payments set forth above.

Defendant Echo agrees that in any action to enforce this Agreement and/or the Stipulation, Defendant Echo is subject to the jurisdiction of the courts in the State of California and designates the following person or entities as its agent for service of process:

Jeffrey B. Baird
MARKS, FINCH, THORNTON & BAIRD, LLP
4747 Executive Drive, Suite 700
San Diego, CA 92121-3107
("AGENT")

Defendant Echo agrees that service on AGENT will constitute service upon Echo for purposes of enforcement of this Agreement and/or the Stipulation, and Defendant Echo waives any objection to the exercise of jurisdiction over Defendant Echo by any state court in the State of California in such proceedings. In the event Defendant Echo seeks to change its designated agent for service of process as described herein, Defendant Echo shall give notice to the District of the change in designation within five (5) calendar days of the change.

2.3 Payment By Seville To The District

Seville will pay the District Three Hundred Thousand Dollars and No Cents (\$300,000.00) (the "Seville Settlement Sum"). The Seville Settlement Sum shall be made payable to "Southwestern College (Bond Fund)" and delivered to:

Southwestern College
Office of the Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

according to the following schedule of payments:

- (1) \$50,000.00 no later than April 30, 2014, 21 days after the Effective Date;
- (2) \$25,000.00 no later than July 15, 2014;

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- (3) \$25,000.00 no later than October 15, 2014;
- (4) \$25,000.00 no later than January 15, 2015;
- (5) \$25,000.00 no later than April 15, 2015;
- (6) \$25,000.00 no later than July 15, 2015;
- (7) \$25,000.00 no later than October 15, 2015;
- (8) \$25,000.00 no later than January 15, 2016;
- (9) \$25,000.00 no later than April 15, 2016;
- (10) \$25,000.00 no later than July 15, 2016;
- (11) \$25,000.00 no later than October 15, 2016;

The Parties agree the Seville Settlement Sum is the maximum amount that Seville and/or related individuals shall pay under the terms of this Agreement.

In the event that Defendant Seville fails to make any of the payments on the schedule set forth above, and after providing written notice to Seville and ten (10) days to cure payment of the amount then due, the Parties agree that pursuant to the Stipulation which is attached hereto as Exhibit "A" and incorporated herein by this reference, the District may seek enforcement of this Agreement as against Defendants Seville, Flores, and Amigable, through entry of judgment, or issuance of a prejudgment attachment order, or by any other reasonable means, on an *ex parte* basis with required notice thereof to Seville, Flores, and Amigable. In the event the District must seek enforcement of this Agreement as a result of Seville's failure to make payments per the above schedule, Defendants Seville, Flores, and Amigable shall pay the District its costs and reasonable attorneys' fees in connection with the filing and execution of all enforcement proceedings.

Upon Defendant Seville's payment of the full amount of the Seville Settlement Sum, the District shall, within fifteen (15) business days after receipt of the final payment from Seville, file a Notice of Receipt of Final Payment from Seville per the terms of the Stipulation attached hereto as Exhibit "A."

District and SANDOG agree to refrain from enforcing this Agreement against Defendants Seville, Flores, and Amigable so long as Defendant Seville does not fail to make timely payment in accordance with the schedule of payments set forth above.

Defendants Seville, Jeff Flores, and Henry Amigable agree that in any action to enforce this Agreement and/or the Stipulation, Defendants Seville, Flores, and Amigable are subject to the jurisdiction of the courts in the State of California and designate the following person or entity as their agent for service of process:

Timothy S. Noon, Esq.
 NOON & ASSOCIATES
 501 West Broadway, Suite 1260
 San Diego, CA 92101
 ("AGENT")

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Defendants Seville, Flores, and Amigable agree that service on AGENT, will constitute service upon them for purposes of enforcement of this Agreement and/or the Stipulation, and Defendants Seville, Flores, and Amigable waive any objection to the exercise of jurisdiction over Defendants Seville, Flores, and Amigable by any state court in the State of California in such proceedings. In the event Defendants Seville, Flores, and Amigable seek to change their designated agent for service of process as described herein, Defendants Seville, Flores, and Amigable shall give notice to the District of the change in designation within five (5) calendar days of the change.

2.4 Payment By BCA To The District

BCA will pay the District Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) (the "BCA Settlement Sum"). The BCA Settlement Sum shall be made payable to "Southwestern College (Bond Fund)" and delivered to:

Southwestern College
Office of the Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

within 30 days of the Board ratification of this Agreement as referenced above in Section 1.0.

The Parties agree the BCA Settlement Sum is the maximum amount that BCA and/or related individuals shall pay under the terms of this Agreement.

In the event that Defendant BCA fails to make any of the payments on the schedule set forth above, and after providing written notice to BCA and ten (10) days to cure payment of the amount then due, the Parties agree that pursuant to the Stipulation which is attached hereto as Exhibit "A" and incorporated herein by this reference, the District may seek enforcement of this Agreement as against Defendant BCA, through entry of judgment, or issuance of a prejudgment attachment order, or by any other reasonable means, on an *ex parte* basis with required notice thereof to BCA. In the event the District must seek enforcement of this Agreement as a result of BCA's failure to pay per the above schedule, Defendant BCA shall pay the District its costs and reasonable attorneys' fees in connection with the filing and execution of all enforcement proceedings.

Upon Defendant BCA's payment of the full BCA Settlement Sum, the District shall, within fifteen (15) business days after receipt of the final payment from BCA, file a Notice of Receipt of Final Payment from BCA per the terms of the Stipulation attached hereto as Exhibit "A."

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District and SANDOG agree to refrain from enforcing this Agreement against Defendant BCA so long as Defendant BCA does not fail to make timely payment in accordance with the schedule of payments set forth above.

Defendant BCA agrees that in any action to enforce this Agreement and/or the Stipulation, Defendant BCA is subject to the jurisdiction of the courts in the State of California and designates the following person or entity as its agent for service of process:

William Peters, Esq.
GORDON & REES
275 Battery Street, Suite 2000
San Francisco, CA 94111
("AGENT")

Defendant BCA agrees that service on AGENT, will constitute service upon BCA for purposes of enforcement of this Agreement and/or the Stipulation, and Defendant BCA waives any objection to the exercise of jurisdiction over Defendant BCA by any state court in the State of California in such proceedings. In the event Defendant BCA seeks to change its designated agent for service of process as described herein, Defendant BCA shall give notice to the District of the change in designation within five (5) calendar days of the change.

2.5 Payment By The District to SANDOG

As further consideration for this Agreement, the Parties acknowledge the District shall allocate One Hundred Thousand Dollars and No Cents (\$100,000.00) (the "SANDOG Allocation") of the total combined Echo, Seville, and BCA Settlement Sums to SANDOG for SANDOG's attorneys' fees and costs in the Action. The SANDOG Allocation shall be made payable to "Briggs Law Corporation Trust Account" and delivered to:

Briggs Law Corporation
Attn: Cory J. Briggs
814 Morena Boulevard, Suite 107
San Diego, CA 92110

no later than forty-five (45) days after the Effective Date of this Agreement.

The Parties agree that the SANDOG Allocation satisfies SANDOG's claim for attorneys' fees and costs in the Action and that this allocation is the maximum amount of attorneys' fees and costs that SANDOG shall recover in the Action. Except as to this provision, the Parties agree to each bear their own attorneys' fees and costs incurred in the Action.

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2.6 Dismissals and Jurisdiction

2.6.1 No later than ten (10) days after the court approves the Stipulation, Echo will cause to be executed by Echo's attorney of record and filed with the court a dismissal with prejudice of the Echo Action with respect to all causes of action against the District.

2.6.2 The Parties agree that, per the Stipulation, they will jointly request the Court retain jurisdiction of SANDOG Action No. 2 and District's Action and over the Parties personally until final performance of the Agreement, including for purposes of the filing of enforcement proceedings pursuant to the Stipulation and, if necessary, obtaining entry of judgment and/or issuance of a prejudgment order against any Party who fails to satisfy its obligations under this Agreement. This includes tolling of any applicable statute, rule or court order affecting timely prosecution of this action, including the five (5) year dismissal statute.

2.7 Release

2.7.1 Release Of Claims By Echo and Rowe

Echo and Rowe release and discharge all claims of every kind whatsoever (including without limitation claims for fraud, breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which Echo, Rowe, or any of their agents, shareholders, representatives, employees, affiliates, predecessors, successors and/or assigns, asserts or could assert against the District or SANDOG, their agents, officials, taxpayers, shareholders, representatives, insurers, employees, affiliates, predecessor, successors and/or assigns, based upon or arising out of the CM Agreement, the Project, the Action or any other matter or event occurring on or prior to the Effective Date ("Echo and Rowe Releases").

2.7.2 Release Of Claims By Seville and Flores

Seville and Flores release and discharge all claims of every kind whatsoever (including without limitation claims for fraud, breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which Seville, Flores, or any of their agents, shareholders, representatives, employees, affiliates, predecessors, successors and/or assigns, asserts or could assert against the District or SANDOG, their agents, officials, taxpayers, shareholders, representatives, insurers, employees, affiliates, predecessor, successors and/or assigns, based upon or arising out of the PM Agreement, the Project, the Action or any other matter or event occurring on or prior to the Effective Date ("Seville and Flores Releases").

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fiduciary duty, negligence, breach of statutory duties, violation of Contractors State License laws, surety bond claims, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which the District or any of its agents, officials, taxpayers, shareholders, representatives, employees, affiliates, predecessors, successors and/or assigns, asserts or could assert against Echo, Rowe, Seville, Flores, BCA, Bunton, and Amigable, their agents, shareholders, representatives, sureties, insurers, employees, affiliates, predecessors, successors and/or assigns, based upon or arising out of the PM Agreement, the Cafeteria Agreement, the Architect Agreement, the CM Agreement, the Project, the Action or any other matter or event occurring on or prior to the Effective Date ("District Releases"). However, expressly excluded from the District Releases, and reserved by the District, are any claims for professional negligence, negligence or errors and omissions against BCA and/or Bunton arising out of the Cafeteria Agreement.

The District Releases shall only become effective as to each Party and its affiliates upon receipt of all settlement sums due from that Party or its affiliates.

2.7.6 Release Of Claims By SANDOG

SANDOG releases and discharges all claims of every kind whatsoever (including without limitation claims for fraud, breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, violation of Contractors State License laws, surety bond claims, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which SANDOG or any of its agents, officials, taxpayers, members, shareholders, representatives, employees, affiliates, predecessors, successors and/or assigns, asserts or could assert against the District, Echo, Rowe, Seville, Flores, BCA, Bunton, and Amigable, their agents, shareholders, representatives, sureties, insurers, employees, affiliates, predecessors, successors and/or assigns, based upon or arising out of the PM Agreement, the Architect Agreement, the CM Agreement, the Project, the Action or any other matter or event occurring on or prior to the Effective Date ("SANDOG Releases").

The SANDOG Releases shall only become effective as to each Party and its affiliates upon the District's receipt of all settlement sums due from that Party or its affiliates.

2.7.7 Released Matters

The Echo and Rowe Releases, the Seville and Flores Releases, the Bunton and BCA Releases, the Amigable Releases, the District Releases, and the SANDOG Releases are collectively referred to as the "Released Matters."

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2.8 Waiver Of Rights Pursuant To Civil Code Section 1542

Except as provided herein, it is the intention of the Parties in executing this Agreement that as to the Released Matters the same shall be effective as a bar to each and every claim, demand, and cause of action hereinabove specified; and that the Parties hereby knowingly and voluntarily waive any and all rights and benefits otherwise conferred by the provisions of section 1542 of the California Civil Code, which reads in full 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.

Thus, with knowledge of the provisions of section 1542, and for the purpose of implementing a full and complete release of the Released Matters, each Party acknowledges this Agreement is intended to include in its effect, without limitation, all of the claims that were or could have been raised, even those which a Party did not know of or suspect to exist in its favor at the time of execution of this Agreement and that this Agreement contemplates extinguishment of all such claims that were or could have been raised, even those which would have materially affected the releasing Party's decision to enter into this Agreement.

3.0 GENERAL PROVISIONS

3.1 Recitals

The Recitals set forth above are an integral part of this Settlement Agreement and Release and are incorporated herein by reference.

3.2 Admissibility Of Release

No evidence of this Agreement or any of its terms, and no evidence of any discussion or communications made or information or materials transmitted in the course of negotiations for this Agreement, shall be admissible or presented in any action or proceeding before any court, agency, administrative agency, professional oversight agency, licensing board, or other tribunal, as evidence that a Party or any of their respective owners, agents, shareholders, members, representatives or employees have committed any violation of contract or law, or are liable to any person. However, this Agreement is admissible as necessary for the enforcement of this Agreement pursuant to California Evidence Code section 1123 and/or any applicable federal rules or statutes, and may be used, if necessary to compel enforcement pursuant to California Code of Civil Procedure section 664.6 and/or any applicable federal rules or statutes and as allowed under Section 3.3 of this Agreement.

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3.3 Disclosure

As a material inducement and a part of the consideration to be received by Defendants to enter into this Agreement, the Parties agree that they and their attorneys will neither disclose nor reveal to any person or entity or directly or indirectly publish, publicize, disseminate or communicate to any person or entity the terms of this Agreement on a go forward basis as of the Effective Date, including but not limited to a prohibition on the posting or otherwise disclosing such information on the Internet or any other paper or electronic media outlet (including but not limited to news organizations websites or newspapers, email, Facebook, MySpace, Twitter, etc.). The only permitted disclosure of information related to this Agreement hereunder is to the persons or entities specifically identified in subparagraphs (i)-(vii) below:

- i) As allowed under Section 3.2 of this Agreement;
- ii) The Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement within any lawsuit before a court of competent jurisdiction only in response to a Court order to that effect;
- iii) Any Federal, state or other regulatory agency or body or governmental authority, to which the Parties are required to report information of this type, or when such disclosure is specifically requested or demanded by such regulatory agency or body, or governmental authority;
- iv) As required by a Party's obligation under the California Public Records Act (Cal. Govt. Code, § 6250 et seq.), the Ralph M. Brown Act (Cal. Gov. Code, § 5490 et seq.), or other public disclosure requirement;
- v) The Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement for the purpose of defending against any claims that may be the subject of the Released Matters provided for in this Agreement, and may disclose so much of this Agreement as may be necessary to defend against such claims; and/or
- vi) Federal, state and local taxing authorities (such as, for example, the United States Internal Revenue Service), as necessary in tax returns or other tax reporting documents, and/or in response to an audit or similar inquiry.
- vii) The Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement to professional and personal business, financial and legal advisors to the extent that it directly bears on personal or business affairs, provided that the individuals who

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receive the information are bound by the same terms of this Disclosure provision.

3.4 Non-Admission

This Agreement embodies a compromise of disputed issues and is made in good faith. The Parties understand that no Party hereto admits any negligence, breach of contract, or any wrongdoing in connection with the matters herein referred to, and that the compromise embodied in this Agreement is not an admission of any fault, liability, or culpability by any Party.

3.5 Press Statements – Non-Disparagement

If asked about the dispute between SanDOG, Defendants, and the District, all Parties and their counsel agree, as part of this Settlement Agreement, to limit its response to simply stating that the action was resolved through settlement without an admission of fault.

3.6 No Reliance

Each Party acknowledges: (i) this Agreement is the resolution of a fully matured set of facts and each Party individually declares and represents it is executing this Agreement in reliance solely on its own judgment, belief, and knowledge of the facts surrounding the transactions described in this Agreement; (ii) this Agreement is made without reliance upon any statement or representation not contained in this Agreement of any other Party, or any representative, agent or attorney of any other Party; (iii) no promise, inducement or agreement not expressed in this Agreement has been made to any Party; and (iv) the recitals, terms and conditions contained in this Agreement are contractual and not mere recitals.

3.7 Discovery

Each Party acknowledges it may subsequently discover facts different from, or in addition to, those which it now believes to be true with respect to the Released Matters, and agree this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts.

3.8 Opportunity For Advice Of Attorneys

Each Party further represents, warrants and agrees that in executing this Agreement, it does so with full knowledge of any and all rights which it may have with respect to other Parties and that each Party has received, or had the opportunity to receive, independent legal advice from such Party's attorneys with respect to the facts involved in the controversy compromised by this Agreement and with regard to such Party's rights and asserted rights arising out of such facts.

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3.9 Assignment Of Rights

Each Party represents and warrants it has not assigned its rights in any of its claims against the other to any other person or entity and each Party has full authority to bind the Party for which it signs to this Agreement.

3.10 Entire Agreement

The provisions of this Agreement constitute the entire agreement among the Parties and supersede all prior negotiations, proposals, agreements and understandings regarding the subject matter of this Agreement.

3.11 Additional Documents

The Parties agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary or appropriate to carry out the intent or provisions of this Agreement.

3.12 Assignees

This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties, and to all affiliates, dba's or any other associated entities.

3.13 Interpretation Of Agreement

This Agreement and its provisions shall not be construed or interpreted for or against any Party because that Party drafted or caused the Party's attorney to draft any of its provisions.

3.14 Execution In Counterparts

This Agreement may be signed by the Parties in multiple counterparts, all of which shall be taken together as a single document. A facsimile signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.

3.15 No Promise Or Warranty

No promise or warranty shall be binding on any Party except as expressly contained in this Agreement.

3.16 Modification

No modification of this Agreement shall be valid unless agreed to in writing by the Parties.

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3.17 Choice Of Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California and the Parties agree the court in the Action shall retain jurisdiction for purposes of enforcing this Agreement.

3.18 Enforcement Of Agreement

The Parties agree that this Agreement is enforceable pursuant to California Code of Civil Procedure section 664.6 and stipulate that Judge Pressman shall have jurisdiction over the Agreement in order to enforce this Agreement. The Parties further agree that this Agreement may be introduced into evidence in any subsequent proceeding to enforce the terms of this Agreement and that Evidence Code section 1119 does not apply in such a proceeding. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties (as determined by the Court or other relevant authority) in such action shall be entitled to its reasonable attorneys' fees and costs, including court costs and expert fees, whether or not such proceeding is prosecuted to judgment. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein.

3.19 Notices

All notices required or permitted to be given under this Agreement must be in writing and may be given by any method of delivery which provides evidence or confirmation of receipt, including personal delivery, express courier (such as Federal Express), facsimile, and prepaid certified or registered mail with return receipt requested. Notices shall be deemed to have been given and received on the date of actual receipt or, if any of the following dates is applicable and is earlier, then on such earlier date: on the business day actually sent if sent by facsimile and first class mail; one (1) business day after sending, if sent via express courier; or five (5) business days after deposit in the U.S. mail, if sent by certified or registered mail. Notices shall be given or addressed to the respective parties at the following addresses:

To: Echo Pacific and/or Chris Rowe
Jeffrey B. Baird
MARKS, FINCH, THORNTON & BAIRD, LLP
4747 Executive Drive, Suite 700
San Diego, CA 92121-3107

Initials: JB / MN / _____ / _____ / _____ / _____ / _____ / _____
SANDOG District Echo Rowe Seville Flores BCA Bunton Amigable

To: Seville and/or Jeff Flores and/or Henry Amigable
Timothy S. Noon, Esq.
NOON & ASSOCIATES
501 West Broadway, Suite 1260
San Diego, CA 92101

To: BCA and/or Paul Bunton
William Peters
Lisa Crowfoot
Gordon & Rees
275 Battery Street, Suite 2000
San Francisco, CA 94111

To: Southwestern Community College District
Sue Ann Salmon Evans
DANNIS WOLIVER KELLEY
115 Pine Avenue, Suite 500
Long Beach, CA 90802

To: SANDOG
Cory J. Briggs, Esq.
Mekaela M. Gladden, Esq.
BRIGGS LAW CORPORATION
99 East "C" Street, Suite 111
Upland, CA 91786

Any party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner herein provided.

3.20 Voluntary and Knowing

This Agreement is executed voluntarily and without any duress or undue influence on the Parties hereto. The Parties acknowledge that:

3.20.1 They have read this Agreement;

3.20.2 They were represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or had the opportunity to retain legal counsel;

3.20.3 They understand the terms and consequences of this Agreement and of the releases it contains; and

Initials:  /  / _____ / _____ / _____ / _____ / _____ / _____
SANDOG District Echo Rowe Seville Flores BCA Bunton Amigable

3.20.4 They are fully aware of the legal and binding effect of this Agreement and sign the same of their own free will.

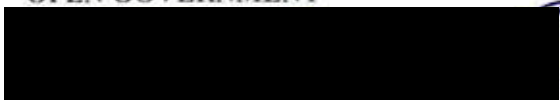
The Parties have executed and delivered this Agreement consisting of nineteen (19) pages and one (1) Exhibit.

**SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT**



by Melinda Nish, Ed.D.,
its Superintendent/President
Date: 4-22-14

**SAN DIEGANS FOR
OPEN GOVERNMENT**



by PEDRO QUIROZ, JR.,
its AUTHORIZED OFFICER
Date: 4/23/14

ECHO PACIFIC CONSTRUCTION, INC.

CHRIS ROWE

by _____,
its _____
Date: _____

CHRIS ROWE
Date: _____

**SEVILLE CONSTRUCTION
SERVICES, INC.**

JEFFREY FLORES

by _____,
its _____
Date: _____

JEFFREY FLORES
Date: _____

**BUNTON, CLIFFORD & ASSOCIATES,
INC. and d/b/a BCA ARCHITECTS**

PAUL BUNTON

by _____,
its _____
Date: _____

PAUL BUNTON
Date: _____

Initials: P-G. / MN / _____ / _____ / _____ / _____ / _____ / _____ / _____
SANDOG District Echo Rowe Seville Flores BCA Bunton Amigable

HENRY AMIGABLE

HENRY AMIGABLE

Date: _____

Initials: HA / MN / _____ / _____ / _____ / _____ / _____ / _____ / _____
SANDOG District Echo Rowe Seville Flores BCA Bunton Amigable