

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims is entered into by and between Advance Auto Body ("Advance"), having its principal place of business at 4107 Marine Avenue, Lawndale, California, and the State Energy Resources Conservation and Development Commission, also known as the California Energy Commission ("CEC"), a California state agency located at 1516 9<sup>th</sup> Street, Sacramento, California. CEC and Advance are sometimes also collectively referred to as the "Parties" or "Settling Parties" or, individually, as a "Party."

WHEREAS, CEC is the owner of a 2012 Nissan Leaf, VIN JN1AZ0CP6CT016812, U.S. Government vehicle license number AF12B80017("the Leaf Vehicle");

WHEREAS, the Leaf Vehicle was involved in a vehicle accident on February 23, 2016 in San Pedro, California ("the Vehicle Accident");

WHEREAS, the Leaf Vehicle was towed to Advance after the Vehicle Accident and has been stored continuously at Advance through the present date; and

WHEREAS, Advance has accrued a monthly storage fee to keep the vehicle on its premises.

NOW, THEREFORE, in consideration of the foregoing and the covenants, conditions and agreements set forth below, the Settling Parties agree to a settlement of all disputes arising out of or relating to Advance's storage of the Leaf Vehicle under the following terms and conditions:

1. Upon full execution of this Settlement Agreement and Release of All Claims, CEC will forthwith convey its ownership rights, title and interest in the Leaf Vehicle to Advance. This will be accomplished through formal approved California Department of Vehicle forms and processes.
2. Upon this conveyance Advance assumes all liabilities and responsibilities for the said Leaf Vehicle.
3. Immediately upon receipt of the title documents from CEC, Advance will also accept this transfer of title as payment in full and complete satisfaction of any and all claims, including but not limited to storage fees remaining due and owing for the storage of the Leaf Vehicle.

In consideration for the promises made in paragraphs 1 through 3 above, Advance, and its agents, successors, assigns, affiliates, attorneys, employees, and all other representatives, do hereby release CEC from and against any and all manner of actions, causes of action, rights, suits, liability, awards and demands whatsoever in law or equity, including, but not limited to, claims for contribution and indemnity arising from and by reason of any and all known and unknown, foreseen and unforeseen damage, from the storage of the Leaf Vehicle, including any and all storage or other ancillary charges that have been claimed or may be assessed.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the consideration provided is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Agreement contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows.

“**1542. Certain Claims Not Affected By General Release.** A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

IN WITNESS WHEREOF, we, the undersigned do hereby execute and agree to this Settlement Agreement and Release of All Claims.

For The California Energy Commission

By: \_\_\_\_\_  
Title: Executive Director \_\_\_\_\_  
Date: \_\_\_\_\_

For Advance Auto Body

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_