

SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between DEFENDANTS TOWN OF ATHERTON and TOWN OF ATHERTON POLICE OFFICERS DAVID METZGER, DIEGO ROMERO, IGOR DAVIDOVICH, JOSHUA GATTO, DIMITRI ANDRUHA and the SEQUOIA UNION HIGH SCHOOL DISTRICT and District employees STEPHEN EMMI and NICK MUYS (hereinafter collectively “DEFENDANTS” or “RELEASEES”) and PLAINTIFF K.C., sometimes hereinafter referred to as “PLAINTIFF” or “RELEASOR”). These entities and individuals are collectively referred to herein as the “Parties” and individually by name. In consideration of the promises made herein, the Parties agree as follows:

RECITALS

A. Plaintiff K.C., by and through his Guardian ad Litem, MYISCHA THOMPSON,¹ (hereinafter “Plaintiff”) filed a civil complaint against Defendants in the United States District Court for the Northern District of California, Case No. 3:24-cv-00507-RFL, entitled *K.C., et al v. Town of Atherton, et al* on January 26, 2024. The operative Third Amended Complaint was filed on June 11, 2025 (hereinafter the “Action”). Plaintiff alleged causes of action against Defendants TOWN OF ATHERTON (the “Town”), DAVID METZGER, DIEGO ROMERO, IGOR DAVIDOVICH, JOSHUA GATTO, DIMITRI ANDRUHA (collectively “Town Defendants”) and SEQUOIA UNION HIGH SCHOOL DISTRICT (the “District”) and District employees STEPHEN EMMI and NICK MUYS. The allegations of the operative Third Amended Complaint and Answers to same set forth in greater detail the disputes between the Parties (“Dispute”).

B. Plaintiff desires to settle and compromise the Dispute and Action and to forever globally resolve any and all claims relating to the Dispute and Action, on a mutually acceptable basis, and release any and all other claims, the specific terms and conditions of which settlement are embodied herein (“Release”).

TERMS

1. Purpose of Release.

This Release is executed for the purpose of compromising and settling the Dispute and Action. It does not constitute, nor shall it be construed as, an admission of liability for any purpose on behalf of any party to the Dispute. In order to avoid the further time and expense of litigating the Action, Plaintiff has agreed to globally resolve all issues and claims through this Release. The Release globally resolves any and all claims relating to the Action and Dispute, and which have resulted or may result from the alleged acts or omissions of the District, the Town, and any of the Releasees, as identified herein, arising up through and including the Effective Date of this Release.

2. Release of all Claims.

A. In consideration of the executed terms and conditions of this Release, the total sum of Five Hundred and Sixty Thousand Dollars (\$560,000) (“Settlement Funds”)

¹ Plaintiff reached the age of majority during the pendency of this Action.

shall be paid on behalf of the Defendants to Plaintiff, collectively.

B. The Settlement Amount shall be paid as follows:

- 1) **Four Hundred Thousand Dollars (\$400,000)** by the DISTRICT
- 2) **One Hundred Sixty Thousand Dollars (\$160,000)** by the TOWN

C. The Settlement Funds will be delivered to Plaintiff's counsel's office as follows:

Law Offices of Burris, Nisenbaum, Curry & Lacy
7677 Oakport St., Ste. 1120
Oakland, CA 94621

- 1) The settlement draft(s) will be made payable as follows: **"Burris Nisenbaum Curry & Lacy, LLP in Trust for Keanu Caldwell"**
- 2) Releasees make no representations concerning the proper characterization of the Settlement Funds for purposes of any federal, state, or other tax obligation.
- 3) As to the DISTRICT, payment of the amounts set forth in Section 2B(1) is contingent upon final District Board approval. The Parties further understand that no settlement funds shall be disbursed by the DISTRICT prior to such Board approval. Failure to obtain final Board approval will void this agreement.
- 4) As to the TOWN, payment of the amounts set forth in Section 2B(2) is contingent upon TOWN City Council approval. The Parties further understand that no settlement funds shall be disbursed by the TOWN prior to such Council approval. Failure to obtain final Council approval will void this agreement.
- 5) Releasees' obligation to pay the Settlement Funds pursuant to the Release shall not arise until all necessary documentation is received from Plaintiff and his counsel. This necessary documentation includes an executed copy of this Release and an IRS Form W-9 completed by Plaintiff's counsel.

D. In consideration of the Settlement Funds, and to the fullest extent permitted by law, Plaintiff individually and on behalf of his successors, assigns, heirs, estates, executors, administrators, agents, representatives, and attorneys, and each of them (collectively referred to as "Releasers"), voluntarily, irrevocably, and unconditionally release, acquit, and forever discharges the SEQUOIA UNION HIGH SCHOOL DISTRICT and any of its present and/or former employees (including but not limited to STEPHEN EMMI and NICK MUYS), the TOWN OF ATHERTON and any of its present and/or former employees (including but not limited to DAVID METZGER, DIEGO ROMERO, IGOR DAVIDOVICH, JOSHUA GATTO, DIMITRI ANDRUHA, the District and the Town's present and

former partners, related entities, subsidiaries, affiliates, officers, directors, trustees, agents, representatives, attorneys, and insurers, and/or any of the predecessors, successors and assigns of the District or Town, and each of them, from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, liabilities, and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs, which Plaintiff now has, owns, holds, or claims to have, own, or hold, or may have had, owned, or held, or may claim to have, own, or hold against Defendants regarding events that have occurred in connection with or related to the alleged events that gave rise to this Action, including, without limitation, any and all claims that have or could have been asserted in the Action, and any claims that in any way relate to the facts and circumstances alleged in the Action, or relate to Plaintiff's enrollment in the District, up through the Effective Date of this Release. (All released parties are collectively referred to as "Releasees.")

- E. Plaintiff affirms he has no claim or claims against Releasees pending in any forum, including any California State Court, any federal Court or administrative forum or agency, including but not limited to the Office of Administrative Hearings (OAH) and the California Department of Education (aside from the Action).

3. Effective Date.

This Release shall be effective upon the later of: (1) approval of the settlement by the District's Board; and (2) approval of the settlement by the Town's Council; and (3) execution of the Release by Plaintiff.

4. General Release and Discharge/Waiver of Unknown Claims.

The Plaintiff agrees that all of his rights under Section 1542 of the Civil Code of the State of California that are related or in any manner incidental to the matters encompassed by this Agreement are hereby waived. Section 1542 provides as follows:

"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."

5. Voluntary Release.

The Parties have voluntarily resolved all disputed matters, and this Release fully disposes all of the issues in controversy between the Parties. Plaintiff is represented by counsel of his own choosing and has had a full opportunity to review this Release with his counsel. Plaintiff represents that he fully understands the meaning of this document and executes the Release knowingly and voluntarily. Plaintiff expressly represents that he executes this Release freely and without fraud, undue influence, or duress, and that prior to executing this Release, he has fully discussed with his counsel the remedies available to him. Plaintiff further acknowledges and represents that, in

executing this Release, he has not relied on any inducements, promises, or representations other than those explicitly stated in this Release.

6. Liens.

Plaintiff represents and warrants that there are no liens or claims of liens or assignments in law or equity that are not being satisfied and extinguished simultaneously with delivery of the Payment described in Section 2(A) above. Plaintiff acknowledges that all subrogation and lien claims arising out of contract or under state or federal law, including, but not limited to, any subrogation and lien claims of Plaintiff's health care providers, insurance carriers, or any federal agency or program such as Medicare, Medical, or Social Security, are the sole and separate obligation of Plaintiff, which Plaintiff agrees to pay or otherwise resolve. Plaintiff further agrees to defend and to indemnify and save harmless Releasors from and against any such lien subrogation claims brought against them. Plaintiff agrees that his net settlement proceeds, to be determined by his attorney, shall remain in trust in his attorney's trust account, until the amount of the said liens, if any, have been determined, and the liens are satisfied. Specifically, if any governmental entity, or anyone acting on behalf of any governmental entity, seeks multiple damages, including double damages, or any other damages from Releasees relating to payments by such governmental entity, or anyone acting by contract for such governmental entity, relating to Plaintiff's alleged injuries or damages sustained in the occurrence, Plaintiff will indemnify the Releasees and hold the Releasees, harmless from, any and all such damages, claims, and rights to payments, including any attorney's fees and costs, sought by such entities.

In reaching a settlement of the claims resulting in the execution of this Release, the Parties have considered and sought to protect the interests of the Centers for Medicare and Medicaid Services ("CMS"), the federal agency that runs Medicare. Plaintiff warrants that he is not Medicare eligible pursuant to 42 U.S.C. 1395c and will not become Medicare eligible within thirty months from the date this Release is executed. Plaintiff agrees to defend, indemnify, and hold harmless Releasors against any and all claims arising out of or related to the terms of this paragraph, including without limitation, any claims by CMS.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

7. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and may be signed and transmitted by electronic means (including via email) or facsimile with the same validity, force, and effect as an original signed Agreement.

8. Indemnification.

As a further consideration for the payment stated herein, Plaintiff agrees to indemnify the Releases and to hold the Releases harmless of and from any and all claims, actions, causes of action or liens brought by any person or entity arising out of or in any way connected with the occurrence, any injuries sustained in, exacerbated by, and/or arising therefrom, any services provided to or for the benefit of Plaintiff, and/or any payments for damages or medical costs incurred by Plaintiff for which said person or entity may seek reimbursement from the Plaintiff whether based on subrogation, indemnity, lien or statute, unless proven by Plaintiff to be invalid and/or illegitimate.

9. Joint Drafting and Mutual Interpretation.

This Release shall be construed and interpreted in a neutral manner. This Release is a negotiated document and shall be deemed to have been drafted jointly by the Parties and no rule of construction or interpretation shall apply against a particular party based on the assumption or contention that the Release was drafted by one of the Parties. In this regard, the provisions of California Civil Code § 1654 are waived and deemed inapplicable to the interpretation of this Release.

10. Attorneys' Fees and Costs.

The Parties agree to bear their own costs and attorneys' fees related to the Parties' Dispute, the Action and the execution of this Release.

11. No Admissions.

The Parties agree that neither this Release nor the furnishing of the consideration for this Release shall be deemed or construed at any time for any purpose as an admission by any Party of any liability or unlawful conduct of any kind.

12. No Assignment of Claims.

Plaintiff represents that he has not heretofore assigned or transferred, nor purported to assign or transfer, to any person or entity any claim or any portion thereof or any interest therein that is subject to the release provisions of this Release.

13. No Reliance on Representations.

Plaintiff acknowledges that by executing this Release, he does not rely and has not relied upon any representation or statement made by any of the other Parties, nor by any Party's agents, representatives, or attorneys, with regard to the subject matter, basis, or effect of this Release or otherwise, except as expressly stated in this Release.

14. Governing Law.

This Release is executed in the State of California, and shall in all respects be interpreted, enforced, and governed under California law.

15. Severability.

Should any provision of this Release be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

16. Integration and Amendment.

This Release memorializes the entire agreement between the Parties hereto and fully supersedes any and all prior agreements² or understandings between the Parties. Any modification or amendment to this Release must be in writing and must be signed and dated by each of the Parties and must explicitly state it is intended to be an amendment to or modification of this Release.

17. Rule of Construction.

Counsel for the respective Parties have reviewed and participated in the drafting of this Release. Consequently, the normal rule of construction that ambiguities shall be resolved against the drafter shall not be used or applied in the interpretation of this Release.

18. Dismissal with Prejudice.

Plaintiff abandons and agrees to dismiss with prejudice all causes of action which have been brought, which could have been brought, and which may ever be brought, stemming from the events and incidents at issue in the Dispute and Action, and Plaintiff shall, through his attorney of record, dismiss with prejudice the Action pending in the United States District Court for the Northern District of California entitled *K.C., et al v. Town of Atherton, et al*, Case No. 3:24-cv-00507-RFL within ten (10) business days of receipt of the Settlement Funds.

Plaintiff, through his counsel, shall provide a conformed copy of the dismissal to counsel for Defendants upon receipt of the conformed copy from the court.

19. Binding Release.

This Release shall be binding upon Plaintiff and Releasors and upon each of such Plaintiff's heirs, administrators, representatives, insurers, executors, successors, and assigns, and shall inure to the benefit of each other Party and of Releasees and each of them, and to their heirs, administrators, representatives, insurers, executors, successors, and assigns.

² Plaintiff and the District entered into a Settlement Agreement and Release in or about February 2024 with respect to Office of Administrative Hearings ("OAH") Case Nos. 2023110714 & 2024010672, entitled *Keanu Donshay Caldwell v. Sequoia Union High School District*. The February 2024 Settlement Agreement and Release, which addressed Plaintiff's parent(s) and Plaintiff's rights, claims and actions, under the Individuals with Disabilities Education Act, California Education Code sections 56000, et seq., and *School Committee of the Town of Burlington v. Dept. of Ed.*, 471 U.S. 359 (1985), is not considered to be a "prior agreement" for purposes of this Release and as such, is not superseded by this Release.

20. Attorney's Fees and Costs for Enforcement of This Release.

If any Party breaches the terms of the subject settlement agreement, which the terms are outlined in this Release, the prevailing party will be entitled to reasonable attorney's fees and costs relating to that enforcement action only. This Release may be enforced by any Party to the Action and Dispute hereto by any procedure permitted by law.

21. Knowing and Voluntary Release.

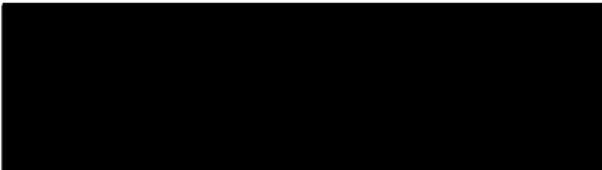
Plaintiff expressly warrants that he has read and fully understands the Release, has consulted with legal counsel of his own choosing to have the terms of the Release fully explained to him, and is executing this Release voluntarily, free of any duress or coercion.

22. Authority.

Plaintiff represents and warrants that he has the authority to act on behalf of himself and Releasors, and to bind same to the terms and conditions of this Release.

PLEASE READ CAREFULLY. THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU GIVE UP ANY RIGHT TO SUE FOR ANY REASON, EVEN REASONS YOU DO NOT KNOW ABOUT, BY SIGNING THIS RELEASE.

Dated: 1/5/2026



Plaintiff

Approved as to Form and Content:

A handwritten signature in blue ink, appearing to be "John Burris", written over a horizontal line.

John Burris, Esq.
Christopher A. Dean, Esq.
Krithi Basu, Esq.
Law Offices of Burris, Nisenbaum, Curry & Lacy

Dated: 1 | 7 | 2026