

KULUVA, ARMIJO & GARCIA

ATTORNEYS AT LAW

7700 IRVINE CENTER DRIVE
SUITE 275
IRVINE, CALIFORNIA 92618
(714) 913-4800
FAX (714) 913-4816
NOT A PARTNERSHIP OR
PROFESSIONAL CORPORATION

9655 GRANITE RIDGE DRIVE
SUITE 450
SAN DIEGO, CALIFORNIA 92123
(619) 492-6500
FAX (619) 627-9849
555 SOUTH FLOWER STREET
SUITE 600
LOS ANGELES, CALIFORNIA 90071
(213) 612-5335
FAX (213) 612-5712
ONE CALIFORNIA STREET
SUITE 1150
SAN FRANCISCO, CALIFORNIA 94111
(415) 273-6500
FAX (415) 273-6535

CAROL D. KULUVA
MARK S. ARMIJO
EDWARD GARCIA, JR.
LORI D. SEROTA
SHERRY L. GRGURIC
CHRISTINA Y. MOROVATI

STEVEN H. YUSTER
KENYON M. YOUNG
ANTOINETTE R. TUTT
CYNTHIA D. KINNEY
MEENA C. NACHIAPPAN
MARK D. SHIELDS
VICKIE VILLARREAL
RYAN T. GILLE
JULIAN S. WU

July 12, 2016

Francine Kirkpatrick
Palisair Homeowners Association
16050 Anoka Dr.
Pacific Palisades, CA 90272

Re: **Del Colliano vs. Palisair Homeowners Association**
Los Angeles Superior Court Case No.: BC541387

Dear Ms. Kirkpatrick:

We are pleased to inform you that the above-entitled lawsuit has been resolved. Enclosed please find a conformed copy of the Dismissal of the case as well as a copy of the fully executed Release for your records.

We will maintain your file for a period of seven years. After seven years, unless we receive written instructions from you, we will destroy the file.

Your assistance throughout the handling of this matter has been appreciated. If you have any questions concerning this letter, please do not hesitate to contact our office.

Very truly yours,

KULUVA, ARMIJO & GARCIA


LORI SEROTA

LDS:va
Encl.

cc: Clay Robbins

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Terrance P. Huber, Esq. SBN 612561
16133 Ventua Blvd., Suite 650, Encino, CA 91436
TELEPHONE NO.: 818 435-4755 FAX NO. (Optional): 818 528-2016
E-MAIL ADDRESS (Optional): terrancehuber@gmail.com
ATTORNEY FOR (Name): Plaintiffs, Gerard Del Colliano & Krista Del Colliano

FOR COURT USE ONLY
ORIGINAL FILED
JUN 28 2016
LOS ANGELES SUPERIOR COURT
CASE NUMBER: BC 541387 Dept. 608

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central

PLAINTIFF/PETITIONER: Gerard Del Colliano & Krista Del Colliano
DEFENDANT/RESPONDENT: Palisair Homeowners Association

REQUEST FOR DISMISSAL

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please dismiss this action as follows:

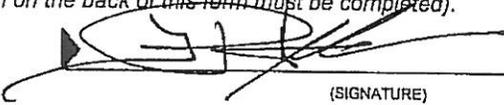
- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
- (3) Cross-complaint filed by (name): on (date):
- (4) Cross-complaint filed by (name): on (date):
- (5) Entire action of all parties and all causes of action
- (6) Other (specify):*

2. (Complete in all cases except family law cases.)

The court did did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: June 17, 2016

Terrance P. Huber, Esq.,
(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


(SIGNATURE)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


(SIGNATURE)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (f) or (j).

Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross-Complainant

(To be completed by clerk)

4. Dismissal entered as requested on (date): 6/28/16

5. Dismissal entered on (date): as to only (name):

6. Dismissal not entered as requested for the following reasons (specify):

- 7. a. Attorney or party without attorney notified on (date):
- b. Attorney or party without attorney not notified. Filing party failed to provide a copy to be conformed means to return conformed copy

SHERRI R. CARTER

Date: 6/28/16

Clerk, by  , Deputy

FULL RELEASE AND RECEIPT

The undersigned, Gerard Del Colliano and Krista Del Colliano, in consideration of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00), in lawful money to them in hand paid, receipt whereof is hereby acknowledged, have forever released, discharged and by these presents do, for them, their heirs (alive or unborn), successors, receivers, conservators, trustees, executors, administrators and assigns, hereby forever and fully release, acquit and discharge Defendant Palisair Homeowners Association, and their agents, officers, servants, board members, employees, successors, heirs, executors, administrators, assigns, and all other related persons, firms, or business entities, including, but not limited to, subsidiary and parent corporations, associations, partnerships, joint ventures, other related business entities, and attorneys, both current and past, for plaintiffs and defendant, who are or can ever in any way be liable to the undersigned, of and from all claims, demands, damages, costs, actions or causes of action of every kind and nature, known and unknown, existing, claimed to exist, or which can ever hereafter arise out of or result from or in connection with certain events that are more specifically described in that certain Complaint No. BC541387, entitled Del Colliano vs. Palisair Homeowners Association, filed in the Los Angeles Superior Court.

THE UNDERSIGNED AGREE as a further consideration and inducement for this compromise settlement that they shall apply it to all unknown and unanticipated injuries and/or damages resulting from said accident, casualty or event, as well as those disclosed.

THE UNDERSIGNED HEREBY AGREE to the special considerations which follow:

1. The liability for such claims is denied by the parties herein released and this final compromise and settlement hereof shall never be treated as an

admission of liability or responsibility at any time for any purpose.

2. The provisions of California *Civil Code* §1542 are hereby expressly waived and the undersigned understand that said section provides:

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.

3. The undersigned hereby authorize and direct that payment of the aforesaid sum be made by check payable both to the undersigned and the attorneys of the undersigned and such check be delivered to said attorneys.
4. The undersigned have been fully advised by their counsel as to these presents, and each provision hereof, and hereby authorize their counsel to dismiss with prejudice that certain and entire action described above and now pending in the above-mentioned Court.

Plaintiffs hereby waive and relinquish all rights and benefits which they have or may have under Section 1542 of the *California Civil Code*, or the law of any other state or jurisdiction to the same or similar effect to the fullest extent that each may lawfully waive all such rights and benefits pertaining to the subject matter of this Release.

THIS RELEASE contains the entire agreement between the parties hereto, the terms of this release are contractual and not a mere recital. The undersigned carefully read and understand the contents of this release and sign same as their own free acts.

THE UNDERSIGNED have been fully advised and understand that the damages sustained by them are of such character that the full extent and type of damages are not known at the date

hereof, and further understand that such damages, whether known or unknown at date hereof, might possibly become progressively worse and that as a result thereof further damages may be sustained by the undersigned; nevertheless, the undersigned desire by these presents to forever and ~~fully release and discharge the parties herein released and discharged and understand that by the~~ execution of this instrument, no further claims may ever be asserted by the undersigned.

THE UNDERSIGNED REPRESENT that there are no liens, rights of recovery, claims or causes of action against the settlement proceeds paid hereunder. Provided, however, if any such liens, rights of recovery, claims or causes of action exist, the undersigned agree to pay them or make some other disposition which will not prejudice the rights of the parties being released hereunder. Accordingly, the undersigned hereby indemnify and hold harmless the parties herein released and their insurance carrier from any such liens, rights of recovery, claims, or causes of action from any person and agree to defend the parties herein released and their insurance carrier from any such claims whether groundless or not.

Plaintiffs agree to maintain in complete confidence the existence of this Settlement Agreement, the contents and terms of this Settlement Agreement, and the consideration for this Settlement Agreement ("Settlement Information"). Except as required by law, Plaintiffs agree to disclose Settlement Information only to those attorneys, accountants, tribunals, and governmental entities who have a reasonable need to know of such Settlement Information, and to prevent disclosure of any Settlement Information to other third parties. Plaintiffs and their attorneys agree that there will be no publicity, directly or indirectly, concerning any Settlement Information. Among other things, and without limitation, Plaintiffs and their attorneys agree that they will not notify any media organizations, newspapers, periodicals, publishers or publications,

broadcasters, or any other groups or organizations of any kind whatsoever, whether directly or indirectly, personally or through friends or other individuals, concerning any Settlement Information; nor will Plaintiffs or their attorneys post or distribute electronically or otherwise any Settlement Information in any manner whatsoever.

Plaintiffs and their attorneys agree that confidentiality of the Settlement Information is a material part of this agreement, and that Defendant would not have entered into this Settlement Agreement without the protections afforded them by these Paragraphs. Plaintiffs hereby agree to be responsible for liquidated damages, as set forth below, if they breach any of the terms of confidentiality or in any way divulge any of the Settlement Information to any unauthorized third party. Any such individual breach or disclosure shall not excuse Plaintiffs from their obligations hereunder, nor permit them to make additional disclosures. Plaintiffs warrant that they have not to date disclosed, orally or in writing, directly or indirectly, any of the Settlement Information.

THE PARTIES AGREE THAT THE PRECISE AMOUNT OF DAMAGES FLOWING FROM ANY DISCLOSURE IN VIOLATION OF THE CONFIDENTIALITY PROVISION SET FORTH IN PARAGRAPHS ABOVE WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO CALCULATE OR PROVE, AND THEREFORE PLAINTIFFS AGREE THAT IF THEY BREACH PARAGRAPHS ABOVE, PROXIMATELY CAUSING THE ABOVE-DESCRIBED SETTLEMENT INFORMATION TO BE RECEIVED, DIRECTLY OR INDIRECTLY, BY ANYONE IN VIOLATION OF THE ABOVE CONFIDENTIALITY PROVISION, DEFENDANT SHALL BE ENTITLED TO RECEIVE FROM PLAINTIFFS, AND ANY OF THEM, AS LIQUIDATED DAMAGES, THE SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00) PER BREACH.

Plaintiffs agree to refrain from any defamation, libel, or slander of Defendant, or tortious interference with the contracts and relationships of Defendant. Plaintiffs further agree that they will not act in any manner or publicize statements that might damage the business or reputation of Defendant or its members. Plaintiffs further agree not to write letters to, post, email, or otherwise communicate with, any media organizations, publishers or publications, broadcasters, civil rights groups or organizations, Internet or chat groups, blogs, or any other groups or organizations of any kind whatsoever, including those on the Internet, whether directly or indirectly, personally or through friends or other individuals, describing or discussing any issue or fact or experience that was, or could have been, raised or asserted in the Lawsuit.

Plaintiffs understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by Defendant, either previously or in connection with this Settlement Agreement, shall be deemed or construed as (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by Defendant of any fault or liability whatsoever to Plaintiffs or to any third party.

All Parties shall bear their own costs and attorneys' fees incurred in connection with the Lawsuit or the resolution of the Lawsuit except as provided in this Settlement Agreement. If either Plaintiffs or Defendant bring an action against the other party hereto or otherwise seek to enforce this Settlement Agreement by reason of the breach of any covenant, warranty, representation, or condition of this Settlement Agreement, or otherwise arising out of this Settlement Agreement, whether for declaratory or other relief, the prevailing party in such suit shall be entitled to its costs of suit and attorneys' fees.

This Settlement Agreement may be executed in several partially executed counterparts,

each of which shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same instrument. A faxed or electronic copy of the signed Agreement shall be deemed an original or the equivalent thereof and shall be as enforceable as the original.

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision.

This Settlement Agreement is the entire agreement and understanding between the Parties. The Parties further agree that this Settlement Agreement may not be altered except in a writing duly executed by the Parties.

Construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of California, both substantive and procedural. All parties to this Agreement accede to the jurisdiction of the courts of the State of California in and for the County of Los Angeles for any actions to enforce, interpret or for breach of, any terms of this Agreement. The exclusive venue for any dispute arising out of this Agreement shall be a court of competent jurisdiction in Los Angeles County, California.

Each of the parties hereto has been represented by counsel in the negotiating and drafting of this Agreement. Accordingly, the rules of construction of contracts relating to the resolution of ambiguities against the drafting party shall be inapplicable to this Agreement.

The Parties intend for this Settlement Agreement to be enforceable, binding, admissible in Court. Pursuant to California Code of Civil Procedure §664.6, the Parties agree that the Court shall retain jurisdiction over the Parties to enforce the provisions of this settlement until there has

been full performance. The Parties and their attorneys each acknowledge that their respective obligations herein may be specifically enforced by the Court on noticed motion.

IN WITNESS THEREOF, the undersigned hereunto set their hands this 16 day

of June, 2016.

By: 
GERARD DEL COLLIANO

By: 
KRISTA DEL COLLIANO

I, Terrance P. Huber, attorney for Plaintiffs, Gerard Del Colliano and Krista Del Colliano, hereby represent and declare that I have fully explained said release to them, and they acknowledged to me that they understand said release and the legal effect thereof, and I have advised them to sign it.

Dated: June 17, 2016

By: 
TERRANCE P. HUBER

On this _____ day of _____, 20⁸____, before me personally
appeared Gerard Del Colliano to me known to be the same person named herein and who
executed the foregoing *Full Release and Receipt* and acknowledged to me that he voluntarily
executed the same.

SIGNATURE

PRINT NAME

(Official Title)

ADDRESS

SEE ATTACHED Acknowledgment

On this _____ day of _____, 20____, before me personally
appeared Krista Del Colliano to me known to be the same person named herein and who
executed the foregoing *Full Release and Receipt* and acknowledged to me that she voluntarily
executed the same.

SIGNATURE

PRINT NAME

(Official Title)

ADDRESS

SEE ATTACHED ACKNOWLEDGMENTS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles } ss.

On June 16, 2016 before me Orin H. Lowe Jr., a Notary Public,
Date Name and Title of Officer

personally appeared GERARD DEL COLLIANO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature of Notary Public

OPTIONAL DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: FULL RELEASE AND RECEIPT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES } ss.

On JUNE 16, 2016 before me Orin H. Lowe Jr., a Notary Public
Date Name and Title of Officer
personally appeared KEARNA DEL COLLEANO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above



Signature of Notary Public

OPTIONAL DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: FULL RELEASE AND RECEIPT