

FEB 20 2020

Clerk of the Superior Court
By *Cand. [Signature]*
DEPUTY CLERK

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7 Attorneys for Defendants and Cross-Complainants,
8 **TEJINDER SINGH, TRIPATINDER CHOWDHRY, and**
9 **TEG PARTNERS, LLC**

17-CIV-00720
ORD
Order
2256004



10 THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF SAN MATEO
12 (Unlimited Civil Jurisdiction)

13 SANDRA P. McIVER,
14 Plaintiffs.

15 v.

16 TEG PARTNERS, LLC; TEJINDER
17 SINGH; and TRIPATINDER
18 CHOWDHRY

19 Defendants.

Case No. 17-CIV-00720

**SETTLEMENT AGREEMENT, MUTUAL
RELEASE, AND ORDER THEREON**

20 TEG PARTNERS, LLC; TEJINDER
21 SINGH; and TRIPATINDER
22 CHOWDHRY,

23 Plaintiffs.

24 v.

25 SANDRA P. McIVER, TRUSTEE OF
26 THE EDITH R. STERN TRUST DATED
27 JULY 6, 1953; SANDRA P. McIVER, an
28 individual; TOM KLINE, and ROES I
through 100, inclusive.
Defendants.

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

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1 This Settlement Agreement and Mutual Release of Claims ("Agreement") is entered into
2 by and among the following parties:

- 3 • Sandra P. McIver, individually and as Trustee of the Edith R. Stern Trust dated
- 4 July 6, 1953 F/B/A Sandra P. McIver ("McIver");
- 5 • TEG Partners, LLC, a Delaware limited liability company ("TEG");
- 6 • Tejinder Singh ("Singh");
- 7 • Tripatinder S. Chowdhry ("Chowdhry");
- 8 • Tom Kline ("Kline"); and

9 McIver, TEG, Singh, and Chowdhry, are sometimes collectively referred to the "Parties" and
10 individually as "Party". TEG, Singh, and Chowdhry collectively may also be referred to as "Teg
11 Property Owners".

12
13 **A. Recitals.**

14 1. WHEREAS, McIver is the Trustee of the Trust that is the owner of that certain real
15 property located in the County of San Mateo commonly known as 655 Miramar Drive, Half
16 Moon Bay, California, APN 048,076-130 (the "McIver Property"). The McIver Property benefits
17 from an express easement for ingress, egress and utilities that burdens the Teg Property (defined
18 below) "the Easement."

19 2. WHEREAS, TEG is the owner of that certain parcel of real property located adjacent to
20 the McIver Property and also located in the County of San Mateo as APN 048-076-120 (the "Teg
21 Property). The Teg Property is burdened by the Easement.

22 3. WHEREAS, Kline was McIver's contractor performing work on the McIver Property.

23 4. WHEREAS, Singh, is one of the members and managers of TEG and Chowdhry, is one
24 of the members and managers of TEG.

25 5. WHEREAS, on February 16, 2017, McIver caused to be filed a Complaint for Quiet
26 Title, Trespass, Declaratory Relief, and Injunction (the "McIver Complaint") against TEG, Singh,
27 Chowdhry, and all persons unknown claiming any legal or equitable right, title estate lien or
28 interest in the property rights described in the complaint adverse to Plaintiff's title thereto in an

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SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

J.P.C.

Tom Kline

1 action entitled Sandra P. McIver v. TEG Partners, LLC, et. al., San Mateo County Superior Court
2 case number 17-CIV-00720 ("the McIver Lawsuit");

3 6. WHEREAS, on April 21, 2017, TEG, Singh and Chowdhry filed an Answer to the
4 McIver Complaint wherein they assert seventeen (17) separate affirmative defenses;

5 7. WHEREAS, on April 21, 2017, TEG, Singh and Chowdhry caused to be filed a Cross-
6 Complaint for Injunctive Relief, Damage to Property, Trespass, Declaratory Relief, Harassment,
7 Nuisance and Quiet Title against McIver and Kline in the McIver Lawsuit;

8 8. WHEREAS, on February 9, 2018, TEG, Singh and Chowdhry caused to be filed a first
9 amended Cross-Complaint for Injunctive Relief, Damage to Property, Trespass, Declaratory
10 Relief, Harassment, Nuisance and Quiet Title against McIver, Kline and all persons unknown
11 claiming any legal or equitable right, title, estate, lien or interest in the Property rights described
12 in the complaint adverse to cross-complainant's title thereto in the McIver Lawsuit;

13 9. WHEREAS, on March 23, 2018, McIver filed an Answer to First Amended Cross-
14 Complaint in the McIver Lawsuit, asserting twenty-one (21) separate affirmative defenses;

15 10. WHEREAS, on April 16, 2019 TEG, Singh and Chowdhry caused to be filed a
16 Request for Dismissal without prejudice as to their sixth cause of action for quiet title;

17 11. WHEREAS, on May 21, 2019 TEG, Singh and Chowdhry caused to be filed a
18 Request for Dismissal without prejudice as to their fourth cause of action for civil harassment and
19 their fifth cause of action for nuisance;

20 12. WHEREAS, the McIver Lawsuit is set for trial to commence on February 10, 2020;

21 13. WHEREAS, the Parties have reached a settlement of the disputed claims alleged in
22 the various pleadings filed in the McIver Lawsuit and wish to establish a written settlement
23 agreement and release of claims to effectuate their desire to completely resolve all existing
24 disputes and/or claims between the Parties, as more fully set forth in this Agreement;

25 14. WHEREAS, as used in this Agreement, "Effective Date" shall be the date when last
26 of the Parties sign this Agreement;

27 15. WHEREAS, as used in this Agreement, "Effective Date" shall not be later than
28 February 14, 2020, after which this Agreement will expire;

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

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1 trespassing signs of modest size on the fences. ~~As directed during Mandatory Settlement~~
2 ~~Conference by Hon. Judge Grandcourt on January 27, 2020, they shall reduce their~~
3 ~~security cameras on the easement to 0 since the security cameras need to be each other~~
4

5 (b) McIver shall have immediate access to the Easement and shall have the
6 right, as owner of the McIver Property, to maintain and/or legally improve the entire
7 easement for ingress, egress and/or utilities and to pass that right to any subsequent owner
8 of the McIver Property. The Parties agree and stipulate that the right to use the Easement
9 is no greater and no less than its express terms. To the extent that McIver, and/or her
10 agents, future assigns and/or future transferees improves the Easement, she/he/they shall
11 be solely responsible for the costs of any such improvements including, but not limited to,
12 costs of materials, costs of labor, insurance, permits, etc.

13 (c) TEG, Singh and Chowdhry, individually or collectively shall not
14 unreasonably interfere any effort by McIver or her agent(s), or any subsequent owner of
15 the McIver Property to maintain and/or legally improve the entire easement for ingress,
16 egress and/or utilities.

17 (d) As the McIver Lawsuit was never tried, none of the parties presented any
18 evidence that any improvement on the Easement will or will not in any way provide a Fire
19 Code compliant access for McIver Property through the Easement.

20 (e) The current or future owner or transferee or assignee of McIver Property
21 shall be solely responsible for all maintenance of any improvements made by McIver or
22 any future owner or transferee or assignee of McIver Property including, but not limited
23 to, costs of materials, costs of labor, insurance, permits. McIver, and/or her agents, future
24 assigns, and transferees shall be solely responsible for the cleaning and removal of debris
25 and leaves from the portion of the Easement that is improved by McIver or a future owner
26 or transferee or assignee of McIver Property, as reasonably necessary. Care shall be taken
27 that such removal of debris and leaves are not moved onto another part of the Easement or
28 to the unencumbered part of TEG Property. Notwithstanding the foregoing, to the extent
that TEG, Singh or Chowdhry or their agents and or successors use the improvement of

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1 the driveway on the easement, they shall share in the cost of maintenance.

2 (f) Should there be any damage to any of the improvements on the Easement
3 made by McIver or future owner or transferee or assignee of McIver Property, other than
4 damage as may be caused by TEG, Singh, Chowdhry, their agents and/or successors, the
5 owner or the transferee or assignee of the McIver Property will rectify such issues in a
6 timely manner.

7 (g) To the extent that McIver, her agents, future assigns, and transferees have
8 any construction done on the Easement, they shall obtain a policy of liability insurance at
9 an amount reasonably appropriate to the nature of the work and shall name TEG or its
10 future assigns, and transferees as an additional named insured on such policy.

11 (h) Work done by any of the parties and/or their agents, future assigns, and/or
12 future transferees that results in damage to any of the other parties or to the property of the
13 other parties shall be fully liable for said damages as provided by California law.

14 (i) Any and all improvements on the Easement shall be undertaken by licensed
15 contractors where licensing is required pursuant to California law.

16 (j) Gate(s) installed or maintained between the McIver Property and the TEG
17 Property shall open towards the property of the owner who installed the gate. The
18 existing gate between 655 Miramar Drive Parcel 1, and Parcel 2, shall be modified so that
19 it opens towards the McIver Property within thirty (30) days of the Effective Date or such
20 additional period of time as is reasonable under the circumstances.

21 (k) McIver, her agents and/or successors or assignees shall make any
22 improvements to the driveway on the Easement for ingress and egress purposes to design
23 such improvements so that access to any portion of the Teg Property unencumbered by the
24 Easement is not obstructed at any location after the completion of improvement to the
25 driveway or to any part of the Easement.

26 (l) McIver and/or her agents, future assigns, and/or future transferees will
27 inform TEG, Singh, Chowdhry, their agents, future assigns, and/or future transferees, shall
28 give no less than thirty (30) days' notice with plans (unless the plans are already available

1 at the Planning Department, or TEG, Singh, Chowdhry, their agents, future assigns, and/or
2 future transferees shall pay for a copy of the plans) prior to doing any work on the
3 Easement, except in an emergency. Upon completion of the improvement to the
4 Easement, all construction material, construction vehicles and other construction related
5 accessories and equipment must be promptly removed.

6 (m) McIver shall not require the removal of the currently existing fences
7 located adjacent to the easement nor will she take any illegal action to remove the fences.

8 (n) The covenants set forth herein shall run with the land and are deemed for
9 the benefit of the subject property and for the benefit of the Plaintiff, the named
10 Defendants, and their respective heirs, successors, representatives, agents, executors,
11 administrators, co-owners, co-trustees, assigns, and/or transferees.

12 4. **Dismissal of Lawsuits:** In consideration of the mutual covenants and agreements
13 contained herein, the parties agree to fully dismiss the Complaint and the remaining claims of the
14 First Amended Cross-Complaint with prejudice, such filings to occur promptly.

15 5. **Broad Construction:** This release provision in this Agreement are to be construed
16 and read in the broadest possible manner to insure against and protect the Parties from any further
17 legal action or future disputes regarding the subject circumstances, events and disputes and the
18 facts and circumstances giving rise to the Action. The Parties acknowledge that the foregoing
19 waiver was separately bargained for and is a key element of this Agreement, of which their
20 releases are a part.

21 6. **No Admission of Liability:** The Parties understand and acknowledge that this
22 Agreement constitutes a compromise and settlement of disputed claims. No action taken by the
23 Parties, either previously or in connection with this Agreement, shall be deemed or construed to
24 be (a) an admission of the truth or falsity of any claims heretofore made; or (b) an
25 acknowledgment or admission by any of the Parties of any fault or liability whatsoever.

26 7. **Costs and Fees:** Except as otherwise expressly stated in this Agreement, each of the
27 Parties shall bear his or her own costs, expert fees, attorneys' fees and other fees incurred in the
28 creation and execution of this Agreement, and also shall bear his or her own costs, expert fees,

1 attorney's fees and other fees incurred in connection with the McIver Lawsuit. The Parties agree
2 that there is no prevailing Party in the McIver Lawsuit.

3 **8. Civil Code Section 1542:** Each of the Parties acknowledge that he or she has been
4 advised by legal counsel and is familiar with the provisions of California Civil Code Section
5 1542, which provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
7 THAT THE CREDITOR OR RELEASING PARTY DOES
8 NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
9 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.

10 Each of the Parties, being aware of said code section, hereby expressly waives any rights he or
11 she may have hereunder, as well as under any other statute or common law principals of similar
12 effect.

13 **9. Prevailing Party to Recover Costs and Reasonable Attorneys' Fees to Enforce this**
14 **Agreement:** The Parties agree that in any action between the Parties, or by any of them against
15 any of the others, to interpret and/or enforce the terms of this Agreement, the prevailing party or
16 parties shall be entitled to recover from the other party or parties their costs and reasonable
17 attorneys' fees up to a maximum of two-hundred, fifty thousand Unites States dollars (US
18 \$250,000) in total fees and costs. In the event that any dispute arises between the Parties
19 regarding any aspect of this Agreement, the Parties agree to first meet and confer and reasonably
20 attempt to resolve any dispute and if unresolved, then mediate any dispute or claim arising
21 between them out of this Agreement or any resulting transaction, before resorting to court action
22 to enforce the terms and provisions of this instrument. Mediation fees, if any, shall be divided
23 equally between McIver, her assigns and/or transferees on the one hand, and the remaining
24 Parties, their assigns, and/or transferees on the other. If, for any dispute or claim to which this
25 paragraph applies, any Party commences an action without first attempting to resolve the matter
26 through meet and confer followed by mediation, or refuses to mediate after a request has been
27 made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise
28

[Handwritten signature]

[Handwritten initials]

1 be available to that Party in any such action. Any action over this Agreement shall be
2 commenced in the County of San Mateo, State of California.

3 **10. No Representations:** No signatory to this Agreement has relied upon any
4 representations or statements made by any other signatory which are not specifically set forth in
5 this Agreement.

6 **11. Entire Agreement:** This Agreement represents the entire agreement and
7 understanding between the Parties. Each Party individually and collectively declares and
8 represents that no promises, inducements, or other agreements not expressly contained herein
9 have been made and that this Agreement contains the entire agreement between the Parties and
10 the terms of this Agreement are contractual and are not merely recitals.

11 **12. Cooperation:** The Parties shall cooperate in all manners necessary to effectuate the
12 terms of this Agreement including, but not limited to, executing all necessary documents in a
13 timely manner.

14 **13. No Oral Modifications:** This Agreement shall not be modified in any way, except in
15 writing, and executed by all of the Parties.

16 **14. Governing Law:** This Agreement shall be governed by the laws of the State of
17 California.

18 **15. Enforcement:** This Agreement shall be enforceable pursuant to California Code of
19 Civil Procedure Section 664.6.

20 **16. Joint Draftsmanship.** Each Party has had a full and ample opportunity to review this
21 Agreement and make suggestions or changes. Accordingly, each Party deems this Agreement as
22 drafted jointly by the Parties, and further acknowledges that the principles of construing
23 ambiguities against the drafter shall have no application hereto. This Agreement shall be
24 construed fairly and not in favor or against any one Party as the drafter hereof.

25 **17. Obligation to Pay Taxes:** To the extent that any Party receives payment associated
26 with this Agreement, the Party receiving such payment shall be solely and exclusively liable for
27 any taxes or other amounts payable on the distribution. That Party shall agree to defend,
28 indemnify and hold harmless the other parties to this Agreement from the alleged duty or

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1 obligation to pay the taxes attributable to that Party's distribution. No representations have been
2 made by either of the Parties and/or their attorneys to the other Party regarding the tax
3 consequences of entering into this Agreement and each of the Parties agrees that they are solely
4 responsible to obtain their own tax advice and to pay any tax liabilities they incur with respect to
5 the terms of this Agreement.

6 **18. Voluntary Execution of Agreement:** This Agreement is executed voluntarily and
7 without any duress or undue influence on the part or behalf of the Parties hereto, with the full
8 intent of releasing all claims. By signing this Agreement, and initialing each page, each of the
9 Parties acknowledges that:

10 (a) He, she or it has carefully read the provisions of this Agreement;

11 (b) He, she or it has been represented in the preparation, negotiation, and
12 execution of this Agreement by the undersigned legal counsel of their own choice;

13 (c) He, she or it understands the terms and consequences of this Agreement and of
14 the releases it contains; and

15 (d) He, she or it is fully aware of the legal and binding effect of this Agreement.

16 **19. Advice of Counsel:** The Parties, and each of them, expressly represent and warrant:
17 (i) that each has consulted with his or her attorney with respect to his or her rights and the
18 execution of this Agreement, or has had an opportunity to consult with an attorney of his or her
19 choosing and has declined to do so; and (ii) that each has executed this Agreement with full
20 knowledge of its significance.

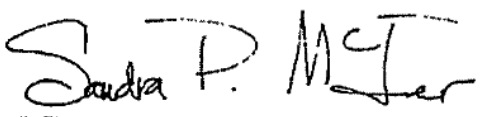
21 **20. Copies Shall be Considered the Same as Originals:** For all purposes, a faxed or
22 scanned/eMailed signature and/or initial shall be considered the same as an original, or "wet,"
23 signature.

24 **21. Agreement is Binding on Successors:** This Agreement shall be binding on and
25 inure to the benefit, responsibilities and liabilities of the Parties to this Agreement and their
26 respective representatives, assigns, and successors.

27 IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the
28 Effective Date as defined above.

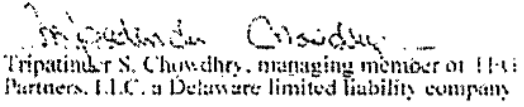
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Dated: February 7, 2020

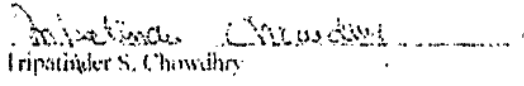


Sandra P. Melver, Trustee of the Edith R. Stern Trust dated July 6, 1953 FTA Sandra P. Melver as modified in Section 3(a) only

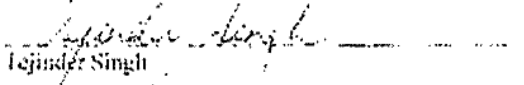
Dated: February 7, 2020


Tripatinder S. Chowdhry, managing member of FLG Partners, L.L.C. a Delaware limited liability company

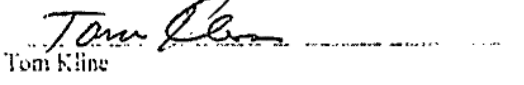
Dated: February 7, 2020


Tripatinder S. Chowdhry

Dated: February 7, 2020


Tejinder Singh

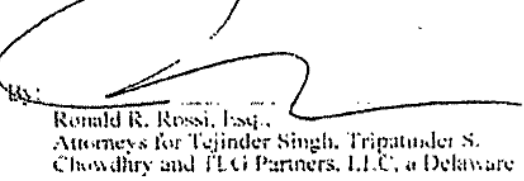
Dated: 2/16/2020


Tom Kline

APPROVED AS TO FORM AND CONTENT:

ROSSI, HAMERSLOUGH, REISCHL & CHUCK, A Professional Law Corporation


Dated: 2/7/2020


By: Ronald R. Rossi, Esq.,
Attorneys for Tejinder Singh, Tripatinder S. Chowdhry and FLG Partners, L.L.C. a Delaware

limited liability company

LAW OFFICE OF CHARLES S. BRONITSKY

Dated: 2/11/20

By: 
Charles S. Bronitsky, Esq., Attorney for Sandra P. McIver, Trustee of the Edith R. Stern Trust dated July 6, 1953 F/B/A Sandra P. McIver

JON P. RANKIN, ATTORNEY AT LAW

Dated: 2/11/20

By: 
Jon P. Rankin, Esq.
Attorney for Tom Kline

ORDER

Based on the foregoing stipulation of the parties to this action, the approval as to the form and content of this instrument by the parties' counsel of record, and good cause appearing, the terms and provisions of the foregoing stipulation is hereby made an Order of this Court.

IT IS SO ORDERED.

Date: 2/20/20

By: 
Hon. John L. Grandsaert
Judge of the Superior Court