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**RELEASE AND SETTLEMENT AGREEMENT**

(Read this Document Carefully Before You Sign)

**CUSTOMER(S): Mark Townsend of 43503 Lake Hughes Road, Lake Hughes, CA 93532**

**DEALER: Mike Thompson's RV of 18240 Ward St., Fountain Valley, CA 92708**

**ORIGINAL TRAILER: 2017 Fuzion, MODEL: 417, VIN: 4YDF41730HF810769**

**BACKGROUND:** I/We have asserted various claims and demands for parts, service, warranty, and time out of service against Keystone and Dealer as a result of my/our purchase, use, operation, and ownership of the Original Trailer.

**SETTLEMENT TERMS:** As a result of my/our claims, Keystone has agreed to replace the Original Trailer with a new Fuzion, Model: 419, VIN: (yet to be generated) on the condition that my/our lender approve this settlement and the collateral exchange. Exchange date, time, and location to be determined. If I/we are unable to get the approval, this settlement will be null and void and of no effect. I/We acknowledge that I/we will need to continue to make payments to my/our lender per the terms of the loan financing agreement I/we have with our lender regarding the purchase of the Original Trailer. Customer agrees to pay \$15,000 towards the new Fuzion 419 plus any tax, title or license fees.

**RELEASE; WAIVER:** In consideration of the above settlement terms, I/we:

- Voluntarily and knowingly release, and forever discharge, Keystone and Dealer together with their officers, directors, shareholders, affiliates, employees, agents, successors and assigns from and against any and all claims, demands, actions, losses, costs, expenses, judgments and executions, of any type or nature, which I/we ever had or now have, or that anyone claiming through or under me/us may have, or claim to have, against Keystone and Dealer created by or arising out of the above described claims.
- Agree that this Release will apply to all service centers and dealers which provided parts, service or warranty on the Original Trailer, including the dealer serving as the agent facilitating the replacement.
- Will not institute or cause to be instituted any further claim, suit, action or proceedings of any kind or character against Keystone or Dealer on account of the any claims arising out of the purchase, use, operation or ownership of the Original Trailer.
- Agree that my/our sole remaining cause of action regarding my/our purchase, use, operation or ownership of the Original Trailer will be enforcement of this Agreement.
- Certify that I/we have read the foregoing provisions of California Civil Code §1542, which states in relevant part:

*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.*

- Waive the application of California Civil Code §1542 and understand and acknowledge that the significance and consequence of this waiver of California Civil Code §1543 is that even if I/we should eventually suffer additional damages arising out of my/our purchase, use, operation or ownership of the Original Trailer, I/we will not be able to make any claims for these damages. I/We acknowledge that we intend these consequences even as to claims for damages that may exist as of the date of this Agreement, but which I/we do not know exist, and which if known, would materially affect my/our decision to executed this Agreement, regardless of whether our lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

- Transfer, grant, bargain, sell and convey all right, title, and interest in and to the Original Trailer to Keystone free and clear of all liens and encumbrances.
- Will cooperate in the orderly delivery of the Original Trailer to Keystone or to its agents at a date, time, and location to be agreed upon by the parties. The Original Trailer will be in the same or similar condition, containing all original equipment and options, and after-market add-ons as observed at the last service visit.
- Will deliver to Keystone the paper certificate of title to the Original Trailer as soon as reasonably practicable.
- Will execute any and all documents necessary to transfer ownership to the Original Trailer to Keystone.
- Authorize a Keystone representative to sign my/our name to the Original Trailer's certificate of title as my/our attorney-in-fact to complete the transfer.

- No representations or promises other than those in this Agreement have been made with regard to this release and settlement.
- That, after this Agreement has been signed, all of my/our rights, claims, and demands referred to above hereby are and will be extinguished.
- I/We are fully relying upon my/our own judgment and not relying upon any representation or advice from any other person or persons whomsoever.
- That this settlement is a compromise of a disputed claim and is not be construed as an admission of liability on the part of Keystone or Dealer.
- To maintain this settlement and the terms of this Agreement in strictest confidence. If inquiry is made as to the resolution of the claims, I/we will only reply that that matter has been settled.
- Not to make any statement to anyone else, including any media, or on any websites or social media accounts, disparaging or criticizing Keystone or Dealer, or any products or services offered by Keystone or Dealer.
- If any action is brought to enforce or interpret this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be awarded.

- Have read in full this Release and Settlement Agreement and understand all of its terms.
- Have signed voluntarily and with full knowledge of the fact that I/we are waiving and releasing any and all claims against Keystone and Dealer which now exists or which may subsequently arise, regardless of their nature and extent.

\_\_\_\_\_, Notary Public  
Residing in \_\_\_\_\_ County,

THIS FORM MUST BE NOTARIZED

The subject vehicle is being repurchased and returned to Keystone RV Company for good and valuable consideration and I hereby give the attorney-in-fact full power and authority to everything necessary to insure that Keystone RV Company has a valid title to the vehicle, as fully as I could or might do if personally present, with full power of substitution and revocation, hereby confirming and ratifying all that said attorney-in-fact shall lawfully do or cause to be done.

### DESCRIPTION OF VEHICLE

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) SS.  
 County of \_\_\_\_\_ )

WITNESS my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_, Notary Public  
Residing in \_\_\_\_\_, County, \_\_\_\_\_