

## Settlement Agreement And Mutual Release

This Agreement is made as of April 24, 2014 (the "Effective Date") by and between Michael Arrington ("Arrington"), a resident of Washington state, and Jennifer Allen ("Allen"), a resident of California (collectively, the "Parties").

Whereas Arrington filed an action for defamation and false light against Allen in United States District Court for the Western District of Washington on May 7, 2013 in cause number 2:13-CV-00810-JLR (the "Lawsuit"), alleging that Allen had made false and defamatory statements about Arrington (hereafter, the "Statements"); and

Whereas the Parties desire to resolve by themselves the claims and defenses in the Lawsuit;

Therefore, in consideration of the mutual promises and obligations of the Parties, the adequacy and sufficiency of which they each acknowledge, the Parties agree to be contractually bound as follows:

1. The Lawsuit shall be dismissed with prejudice and without assessment of costs and fees to either party. Counsel for the Parties shall file a stipulation of dismissal, which counsel for Allen shall present to the Court for filing.
2. Allen retracts, and expresses her regret for making, the Statements.
3. Each of the Parties releases the other party of any known and unknown claims through the Effective Date against the other party whether such claims are based in tort or contract or on any alleged violation of any statute, rule or regulation. However, in the event that Allen makes statements about Arrington after the Effective Date, Arrington shall not be prohibited – in the event he commences legal action against Allen – from seeking to introduce as evidence those statements that Allen made about Arrington prior to the Effective Date.
4. Except as otherwise provided in this Agreement, it is the intention of the Parties in executing this Agreement that it constitute a full and complete release of any potential or possible claims arising out of the subject matter hereof, whether known or unknown. In furtherance of this intention, the parties expressly and voluntarily waive the provisions of Section 1542 of the California Civil Code and expressly acknowledge and agree that this release shall be given full force and effect according to each and all of its express terms and provisions, including as well those relating to unknown or unsuspected claims, demands and causes of action, if any, and that this waiver is an essential and material term of the release. Section 1542 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."**

Each party acknowledges that he or she may hereafter discover facts different from or in addition to those that said party knows or believes to be true with respect to the matters herein released, and each party agrees that this release shall be and remain in effect in all respects as a complete and general release as to the matters released, notwithstanding any such different or additional facts.

5.1 Allen agrees, warrants, and represents that she understands and acknowledges the significance and consequence of this Agreement, and acknowledges and agrees that it is voluntary and has not been entered into as a result of any coercion or duress, and expressly confirms that this Agreement is to be given full force and effect according to each and all of its express terms and conditions. Allen acknowledges that she has conferred with counsel of her choice and that she and they understand the terms of this Agreement.

5.2 Arrington agrees, warrants, and represents that he understands and acknowledges the significance and consequence of this Agreement, and acknowledges and agrees that it is voluntary and has not been entered into as a result of any coercion or duress, and expressly confirms that this Agreement is to be given full force and effect according to each and all of its express terms and conditions. Arrington acknowledges that he has conferred with counsel of his choice and that he and they understand the terms of this Agreement.

6. Each of the Parties agrees not to sue or make any administrative claim or charge about the other party with any court or administrative agency with respect of any claim which has been released.

7. Arrington warrants that he has not assigned any claims or potential claims relating to Allen to any entity or person.

8. This Agreement is governed by the laws of the State of California without consideration of conflict of laws principles.

9. This Agreement, including exhibits, constitutes the entire and complete understanding of the Parties and supersedes any and all prior agreements, promises, representations, or inducements, no matter its or their form, oral or written, concerning its subject matter. No promises or agreements or modifications to this Agreement made after execution of this Agreement shall be binding unless signed by Arrington and Allen.

10. This Agreement may be dated and signed in counterparts and upon exchange of true and authentic copies shall constitute a single document.

, 2014

April 30, 2014

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Michael Arrington

  
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Jennifer Allen