

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made between DENISE A. TYRRELL and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ("AUTHORITY"), collectively, "Parties".

Whereas, DENISE A. TYRRELL was employed by the AUTHORITY from July 23, 2001 to September 15, 2008. Whereas, certain disputes have arisen between the Parties, and the Parties desire to fully and finally resolve any and all disputes between them.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Consideration

In exchange for the promises, releases and warranties of DENISE A. TYRRELL as set forth below, the AUTHORITY shall pay the total sum of \$135,500.00 to DENISE A. TYRRELL. The AUTHORITY also agrees to present DENISE A. TYRRELL with a letter of recommendation from Chief Executive Officer David R. Solow.

Consistent with California Labor Code Section 2802, the AUTHORITY further agrees to the fullest extent permitted by law to defend and indemnify DENISE A. TYRRELL for all necessary expenditures or losses incurred by DENISE A. TYRRELL in consequence of the discharge of her duties. DENISE A. TYRRELL agrees to cooperate with the AUTHORITY in connection with any such claims. This provision shall require the AUTHORITY to provide DENISE A. TYRRELL with competent counsel as selected by the AUTHORITY to defend her should she be called upon to testify at any proceeding arising out of her employment with the AUTHORITY.

DENISE A. TYRRELL affirms that no additional recorded or taped interviews have been given or provided to news media or third parties other than those previously disclosed and known to both Parties.

2. Mutual General Release of Claims

Except for the obligations of the AUTHORITY under this Agreement, DENISE A. TYRRELL, on behalf of herself, her heirs, executors, agents, attorneys and assignees, unconditionally, irrevocably and absolutely releases and discharges the AUTHORITY, and each of its agents, employees, board members, administrators, successors-in-interest, officers, directors, attorneys, insurers, assignees and member agencies, including Los Angeles Metropolitan Transportation Authority (Metro), Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino Associated Government, and Ventura County Transportation Commission from all claims related in any way to the transactions or occurrences between them to date, to the fullest extent permitted by law. This release is intended to be interpreted broadly to apply to all transactions and occurrences between DENISE A. TYRRELL and the AUTHORITY and its employees, including but not limited to any and all claims related to DENISE A. TYRRELL's employment and employment conditions with AUTHORITY, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with the these transactions or occurrences (collectively "Released Claims"). Released Claims include, but are not limited to, all claims for racial discrimination, national origin discrimination, gender discrimination, age discrimination, religious discrimination,

retaliation, violation of public policy, harassment, unpaid wages, salary, vacation, benefits, overtime compensation, bonuses, commissions, penalties, or other compensation of any sort, violation of any section of the California Constitution, the California Labor Code, the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1991, the Family and Medical Leave Act, the California Family Rights Act, the California Business and Professions Code, Fair Labor Standards Act or any other federal, state or local law, ordinance or regulation, or for damages of any nature, including but not limited to all claims for personal and/or physical injuries, illness or damage, and all claims for attorneys' fees, costs and expenses; past, present or future.

Except for the obligations of DENISE A. TYRRELL under this Agreement, the AUTHORITY on behalf of itself, its agents, employees, board members, administrators, successors-in-interest, officers, directors, attorneys, insurers, assignees and member agencies absolutely releases and discharges DENISE A. TYRRELL from all claims related in any way to the transactions or occurrences between them to date, to the fullest extent permitted by law.

3. Unknown or Different Facts or Law

The AUTHORITY and DENISE A. TYRRELL acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to the Released Claims. They agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

4. California Civil Code Section 1542 Waiver

The AUTHORITY and DENISE A. TYRRELL expressly acknowledge and agree that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code.

This statute reads as follows:

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 SETTLEMENT WITH THE DEBTOR.

The Parties acknowledge that they have read all of this Agreement including the above Civil Code section, and that they fully understand both the Agreement and the Civil Code section. The Parties waive any benefits and rights granted to them pursuant to Civil Code Section 1542.

5. No Prior Assignments or Liens

The Parties represent and warrant that they have not assigned to any other person or entity any released claim. DENISE A. TYRRELL further represents and warrants there are no liens or claims against any amounts being paid by the AUTHORITY as provided in this

Agreement. The Parties represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement and that they have the sole right and exclusive authority to execute this Agreement and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes referred to in this Agreement.

6. No Admissions

By entering into this Agreement, neither DENISE A. TYRRELL nor the AUTHORITY admits that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this Agreement is not an admission of liability by either Party; and both Parties, deny liability and intend merely to avoid further expense by entering into this Agreement.

7. Promise Not to Prosecute

With the exception of obligations under this Agreement, the Parties agree, to the fullest extent permitted by law, that they will not prosecute or allow to be prosecuted on their behalf, in any administrative agency or court, whether state or federal, any Released Claim as set forth in paragraph 2.

8. Severability

Should it be determined by a court that any term in this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term.

9. Attorneys' Fees and Costs

The Parties agree to bear their own attorneys' fees, costs and expenses incurred in connection with any Released Claim.

10. Modifications

This Agreement may be amended only by a written instrument executed by all Parties hereto.

11. Cooperation

The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

12. Non-Disparagement

The Parties agree that their professional and personal reputations are important and should not be impaired by either party. Therefore, DENISE A. TYRRELL, as an individual, and on behalf of herself, her heirs, executors, agents, attorneys and assignees, agrees not to

disparage, discredit, defame or belittle, or induce others to disparage, discredit, defame or belittle the professional or personal reputation of the AUTHORITY, and each of its agents, employees, board members, administrators, successors-in-interest, officers, directors, attorneys, insurers, assignees or member agencies, in any public forum whatsoever or to any third parties unless required either pursuant to a subpoena issued by a competent authority or an order issued by a court or tribunal of competent jurisdiction. The AUTHORITY, and each of its agents, employees, board members, administrators, successors-in-interest, officers, directors, attorneys, insurers, assignees or member agencies agree not to disparage, discredit, defame or belittle, or induce others to disparage, discredit, defame or belittle the professional or personal reputation of DENISE A. TYRRELL in any public forum whatsoever or to any third parties, unless required either pursuant to a subpoena issued by a competent authority or an order issued by a court or tribunal of competent jurisdiction.

The AUTHORITY acknowledges that DENISE A. TYRRELL has accepted employment at the California Public Utilities Commission ("PUC") and from time to time may be called upon to comment on matters pertaining to the AUTHORITY. Statements regarding the AUTHORITY attributable to third parties which are repeated by DENISE A. TYRRELL within the course and scope of her duties at the California Public Utilities Commission are not intended to be violations of the non-disparagement provision herein.

13. Confidential Information

DENISE A. TYRRELL acknowledges that in the course of her employment by the AUTHORITY she has had access to confidential information of the AUTHORITY, including but not limited to information regarding the internal operations of the AUTHORITY and information acquired through attendance at closed sessions of the AUTHORITY's Board of Directors (hereinafter "Confidential Information"). DENISE A. TYRRELL acknowledges that such Confidential Information is a valuable and unique asset of the AUTHORITY and agrees that she will not disclose any such Confidential Information to any person for any reason whatsoever without the prior written authorization of the AUTHORITY unless required either pursuant to a subpoena issued by a competent authority or an order issued by a court or tribunal of competent jurisdiction. Further, DENISE A. TYRRELL reaffirms her commitment, pursuant to the Brown Act, not to disclose any Confidential Information obtained through her attendance at any closed session of the AUTHORITY's Board of Directors as reflected in the certification form, attached hereto at Exhibit "A".

14. Confidentiality Provision

The Parties acknowledge that they will not voluntarily release this Agreement, any of its terms and conditions, or any information regarding negotiations related to the Agreement to third persons or otherwise disclose its contents publicly except under the following circumstances: (a) the AUTHORITY receives a request and determines it is required by law to release the document to the person or entity submitting the request; (b) any party is required to disclose either pursuant to a subpoena issued by a competent authority or an order issued by a court or tribunal of competent jurisdiction; or (c) the AUTHORITY determines that disclosure is necessary for the AUTHORITY to defend itself in a judicial action or administrative proceeding (either internal or external). The Parties agree that neither they nor their attorneys will publish the nature or terms

of the settlement in any verdict and settlement publication. The Parties agree that neither Party will issue a press release regarding this matter. In the event that a Party or its respective counsel receives an inquiry, he or she shall respond only by stating: **“THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND DENISE TYRRELL HAVE RESOLVED ALL OUTSTANDING ISSUES INVOLVING MS. TYRRELL’S EMPLOYMENT WITH THE AUTHORITY.”**

Nothing in this provision shall preclude the Parties from sharing a copy of this Agreement or disclosing its contents to their accountants or attorneys, and in the case of the AUTHORITY to its agents or employees with a need to know in order to perform their duties. Any exception to this confidentiality provision will require prior written consent of the other party.

15. Interpretation; Construction

The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the AUTHORITY, but DENISE A. TYRRELL and her counsel have participated in the negotiation of its terms. DENISE A. TYRRELL acknowledges she has had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16. Entire Agreement

The Parties agree, declare and represent that no promise, inducement or agreement not herein discussed has been made between the Parties, and that this Agreement contains the entire expression of agreement between the Parties on the subjects addressed herein.

17. Counterparts

This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute execution of the Agreement, and the Agreement shall be binding on each party upon that party’s signing of such a counterpart.

18. Advice of Counsel

The Parties agree, declare and represent that they are executing this Agreement with full advice from their respective legal counsel, and that they intend that this Agreement shall be complete and shall not be subject to any claim of mistake, and that the releases herein express a full and complete release and, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete.

19. Tax Consequences

The AUTHORITY has made no representations about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not

affect the validity of this Agreement. The Parties have had an opportunity to discuss the potential tax consequences of this Agreement with their own counsel.

20. Authority

The signatories to this Agreement represent and warrant that they have the requisite authority to bind themselves and any Releasee or Releasor affiliated with them.

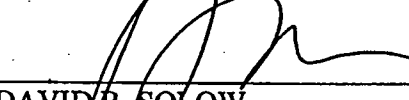
21. Miscellaneous

This Agreement is executed in the State of California and shall be interpreted under the procedural and substantive laws of California as existing as of the date of execution, without regard to principles of conflict of laws.

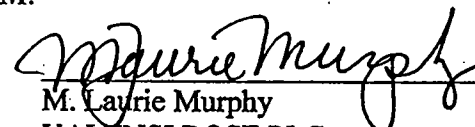
In any action brought to enforce any provision(s) of this Agreement, in addition to other relief granted, the prevailing party shall recover reasonable costs of enforcement.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

DATED: 3/23/09 
DENISE A. TYRRELL

DATED: 3/27/09 
DAVID R. SOLOW
CHIEF EXECUTIVE OFFICER
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

APPROVED AS TO FORM:

DATED: 3/26/09 
M. Laurie Murphy
VALENSI ROSE PLC
Attorney for Denise A. Tyrrell

DATED: _____
Raymond G. Fortner Jr., County Counsel
Stephen R. Morris, Principal Deputy
OFFICE OF THE LOS ANGELES COUNTY COUNSEL
Attorneys for the Southern California Regional Rail Authority

DATED: _____
David J. Weiss
LAW OFFICES OF DAVID J. WEISS
Attorney for the Southern California Regional Rail Authority

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DENISE A. TYRRELL

DATED: _____

DAVID R. SOLOW
CHIEF EXECUTIVE OFFICER
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

APPROVED AS TO FORM:

DATED: _____

M. Laurie Murphy
VALENSI ROSE PLC
Attorney for Denise A. Tyrrell

DATED: _____

Raymond G. Fortner Jr., County Counsel
Stephen R. Morris, Principal Deputy
OFFICE OF THE LOS ANGELES COUNTY COUNSEL
Attorneys for the Southern California Regional Rail Authority

DATED: 3/25/09

David J. Weiss

David J. Weiss
LAW OFFICES OF DAVID J. WEISS
Attorney for the Southern California Regional Rail Authority

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DENISE A. TYRRELL

DATED: _____

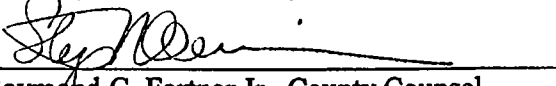
DAVID R. SOLOW
CHIEF EXECUTIVE OFFICER
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

APPROVED AS TO FORM:

DATED: _____

M. Laurie Murphy
VALENSI ROSE PLC
Attorney for Denise A. Tyrrell

DATED: March 26, 2009



Raymond G. Fortner Jr., County Counsel
Stephen R. Morris, Principal Deputy
OFFICE OF THE LOS ANGELES COUNTY COUNSEL
Attorneys for the Southern California Regional Rail Authority

DATED: _____

David J. Weiss
LAW OFFICES OF DAVID J. WEISS
Attorney for the Southern California Regional Rail Authority

EXHIBIT A

