

RELEASE

The *Undersigned* GARY PHILLIP SOLOMON, being of lawful age, for the sole consideration of **Three Thousand Dollars and no/cents (\$3,000.00)** paid to the *Undersigned*, receipt whereof is hereby acknowledged, does hereby and for his heirs, executors, administrators, successors agents and assigns (hereinafter referred to as "*Releasor*" and "*Undersigned*") release, acquit and forever discharge [REDACTED] and their agents, servants, successors, executors, administrators, insurers and all other persons, firms, corporations, associations or partnerships (hereinafter referred to as "*Releasees*") of and from any and all past, present or future claims, actions, causes of action, demands, rights, damages, costs, loss of service, liabilities, liens, costs, expenses, attorney's fees and compensation whatsoever, which the undersigned had or now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims whether for compensatory or punitive damages, subrogation or indemnification, related to disputes and differences that have arisen among the Parties over a property located at 834 Anchor Drive, Henderson, NV 89015, (the "*Property*") which resulted in *Releasor* filing/ submitting an action against *Releasees* in the State of Nevada Department of Business and Industry, Real Estate Division identified as Alternative Dispute Resolution Control No. 14-92 (hereinafter referred to as the ("*Dispute*").

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said *Releasees* deny liability therefore and intend merely to avoid litigation and buy their peace. It is further understood and agreed that any provision of law, statutory or otherwise, the effect of which is to limit the generality of the terms of this Release or its effect as a bar to claims not presently known or suspected to exist, is expressly waived. Notwithstanding, it is further understood that this Release is given in good faith and in particular pursuant to Nevada Revised Statutes, Chapter 17 (Nevada's version of the Uniform Contribution Among Joint Tortfeasors Act), and any other act, law, or statute applicable. It is also understood and agreed that the laws of the State of Nevada, both common and statutory, govern the terms and enforceability of this Release;

The *Undersigned* hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the *Undersigned* relies wholly upon the *Undersigned's* judgment, beliefs and knowledge of the nature, extent, affect, and duration of said injuries and liability therefore and are made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed. The Undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the *Undersigned*; and that the *Undersigned* does not reserve any rights whatsoever against any third parties.

In further consideration of the payments set forth, the *Undersigned* agrees and promises to indemnify and hold harmless *Releasees* from and against any and all claims, damages, losses

and expenses which may arise out of or result from any cause of action or other proceeding instituted by any other person or entity seeking to recover any amounts, sums, damages or other recovery, either directly or by way of subrogation, lien, or assignment, arising out of or resulting from the **Dispute**, including but not limited to those set forth in the Complaint and/ or Submission filed/ submitted by the **Undersigned** in the State of Nevada Department of Business and Industry, Real Estate Division identified as Alternative Dispute Resolution Control No. 14-92.

Specifically, but not by way of limitation, the **Undersigned** promises and agrees to indemnify and to hold harmless **Releasees** from and against any claims or interests asserted by any other person or entity seeking to recover any amounts or their insurance carrier, whether permitted upon subrogation lien rights or other basis;

This Release has been read and understood by the **Undersigned** who is represented by counsel who has fully and completely explained the terms and conditions contained herein to the **Undersigned**, before the **Undersigned** voluntarily signed this Release. The **Undersigned** is legally competent and qualified to execute this Release and accepts full responsibility therefore. The **Undersigned** hereby declares that he fully understands the terms of this Release and he voluntarily accepts payment of the sum above-stated from **Releasees**, for the purpose of making a full and final compromise, adjustment and settlement of the alleged damages and potentially alleged damages mentioned above.

The **Undersigned** represents that he has the right, power, legal capacity and authority to enter into and perform the obligations under the Release and no approval or consent of any other persons or entities, other than the individuals signing, are necessary in connection with the execution of this Release, and when so signed, this Release shall inure to the benefit of, and be binding upon the parties, their heirs, executors, administrators, estates, servants, agents, employees, affiliates, personal representatives, successors, and assigns of the parties.

It is further understood and agreed that the **Undersigned** and his attorneys warrant, represent, covenant and agree that the **Releasor** has not sold, assigned, granted or transferred to any other person, firm, corporation, or entity, any claim, counterclaim, demand, or cause of action occurring, arising or existing prior to the date of this Release. The **Undersigned** further represents that no other persons, firms, corporations, or entities have any right or ownership in or to any claim, counterclaim, demand, or cause of action, occurring, arising, or existing prior to the date of this Release.

This Release constitutes the entire integrated agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Release shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Release shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Release contains the entire agreement of and between the **Undersigned** and **Releasees**, and all terms and provisions of this Release are contractual and not mere recitals; and time is of the essence.

This Release may be signed in counterparts. A facsimile copy of a party's signature with the original signature sent by United States mail shall be binding as of the date of the facsimile.

**THE UNDERSIGNED HAS READ THE FOREGOING
RELEASE AND FULLY UNDERSTANDS IT.**

SIGNED and SEALED this 20 day of Nov - 2014.

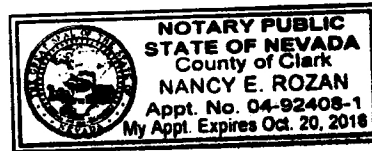


GARY PHILIP SOLOMON

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

On this 20th day of November 2014 Gary Philip Solomon,
personally appeared before me, a Notary Public, Nancy Rozan
who acknowledged to me that he executed the foregoing Release.


NOTARY PUBLIC



LAXALT & NOMURA, LTD.
ATTORNEYS AT LAW

DON NOMURA
WAYNE SHAFFER
ROBERT DOTSON
STEVEN GUINN
DANIEL HAYWARD
JASON PEAK
JAMES MURPHY
HOLLY PARKER

RENO OFFICE
9600 GATEWAY DRIVE
RENO, NEVADA 89521
TEL: 775.322.1170 FAX: 775.322.1865

LAS VEGAS OFFICE
6720 VIA AUSTI PKWY., SUITE 430
LAS VEGAS, NEVADA 89119
TEL: 702.388.1551 FAX: 702.388.1559

JANICE JENSEN
ANGELA BADER
LON BURKE
MADELYN SHIPMAN
JUSTIN VANCE
DANIEL TETREAU
RYAN LEARY
MARILEE BRETERNITZ
*ALSO ADMITTED IN CA

BRUCE LAXALT (1951-2010)

REPLY TO LAS VEGAS OFFICE

RECEIPT OF CHECK

Re: **Solomon v. River Landing HOA**
Claim No. 00-225-072599-0075
Our File No. 460.061

I hereby acknowledge receipt of the following:

Check No. 0018238511 in the amount of \$3,000.00 from American Family Insurance
payable to *Gary Solomon*, in exchange for full and final settlement of the above-referenced claim.

Dated this ____ day of November, 2014



GARY SOLOMON

AMERICAN FAMILY INSURANCE GROUP
6000 AMERICAN PKWY
MADISON WI 53783-0001



RECEIVED NOV 19 2014

+0000001 Q11P
GARY SOLOMON
1001 CALICO RIDGE DR
HENDERSON NV 89011

AMERICAN FAMILY INSURANCE GROUP
EXPLANATION OF REMITTANCE

CLAIM 00-225-072599-0075 NUMBER 0018238511 TIN xxxxxxxxxx TYPE CLAIMANT PAYMENT

PRODUCER 043/607 PAYEE CODE

IN PAYMENT OF A LOSS OCCURRING ON 03/20/2014

FULL AND FINAL SETTLEMENT OF ALL CLAIMS RE: INC 3/20/14

PAYMENT INFORMATION DETAIL

SOLOMON, GARY
ORGANIZATION LIABILITY

\$3,000.00

COMMENTS EG

DETACH AND REFER TO THIS STUB IF CORRESPONDING ON THIS CLAIM.
IF QUESTIONS CALL 1-800-MYAMFAM.

C31343

THIS INSTRUMENT IS VOID IF MULTICOLORED BACKGROUND IS ABSENT - THE FACE AND BACK OF THIS DOCUMENT HAS MULTIPLE SECURITY FEATURES

C-23797

AMERICAN FAMILY INSURANCE GROUP - MADISON, WISCONSIN

U.S. BANK NATIONAL ASSOCIATION - WWW.USBANK.COM
WAUSAU, WISCONSIN

78-1100
758

0018238511

OFFICE 018

CLAIM NO. 00-225-072599-0075

POLICY NO. 27-X13341-02

DATE 11/11/2014

PAY TO THE
ORDER OF GARY SOLOMON

AMOUNT \$****3,000.00

PAY THREE THOUSAND 00/100 DOLLARS

INSURED RIVER LANDING HOMEOWNERS

POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY

CHIEF FINANCIAL OFFICER, TREASURER

PRESIDENT

0018238511 075911603182380185567