

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (this "Agreement") is made and entered into by and between (1) United Airlines, Inc. ("United"), with offices located at 233 South Wacker Drive, Chicago, Illinois 60606; and (2) Janet Sinclair, 7190 Willet Circle, Carlsbad, CA 92011, each individually, a "Party", and collectively, the "Parties").

WHEREAS, a Controversy, as defined below, has arisen between the Parties;

WHEREAS, the Parties recognize the uncertainties, time, and expense involved in litigation, and have determined that it is in their best interests to resolve the differences between them by compromise and settlement of the Controversy in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Definitions.** The following definitions shall apply to this Agreement:

(a) "All Claims" means any and all of Claimant's (1) existing, future, known, and unknown claims, demands, and causes of action of any nature arising out of or relating to the Controversy, including those that are now recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial or administrative decision, and (2) past, present, future, known, and unknown damages and remedies of any kind arising out of or relating to the Controversy, including but not limited to, all actual damages, all exemplary and punitive damages, all penalties of any kind, and prejudgment and post-judgment interest.

(b) "All Third-Party Claims" includes (1) All Claims that have been or that may later be asserted against United by any person or entity claiming by, through, or under Claimant; and (2) All Claims and all third-party actions or cross-actions seeking contribution or indemnity or any other liability, asserted against United by any person or entity that is alleged to be liable in any claim, demand, or cause of action asserted by Claimant in the past, present, or future that arises out of the Controversy, or that falls within the definition of All Claims.

(c) "Consideration" means the total sum of \$1,000.00 (ONE THOUSAND DOLLARS) which United agrees to pay to Claimant within 15 days after (i) the Parties' execution of the Agreement, and (ii) United's receipt of Claimant's executed W-9; and (2) the release of claims provided hereunder.

(d) "Controversy" means United's handling of the Claimant's pet dog, Sedona, on or about July 3, 2013 from San Diego via Houston to Boston under United Air Waybill number 016-52865820, and any and all flights, segments, connections, returns, or other actions relating to the handling of Sedona.

2. **Release.** In exchange for the Consideration, and except for claims for breach of this Agreement, Claimant RELEASES, ACQUITS, and FOREVER DISCHARGES United and its respective predecessors, successors, assigns, parent companies, subsidiaries, affiliated companies, representatives, trustees, servants, agents, attorneys, insurers, past and present

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officers, directors, employees, shareholders, and other owners (direct and indirect) (collectively, the "Related Parties") from All Claims that have accrued or may ever accrue to Claimant.

3. **Representations by Claimant.** Claimant agrees that the Consideration is accepted in full settlement of the Controversy. Claimant further agrees that, in exchange for the Consideration and except as otherwise provided below, he will take no further action with regard to the Controversy, including but not limited to, (a) contacting or writing email; or letters to United or any third parties about the Controversy, and (b) making or posting remarks or comments on the circumstances surrounding the Controversy in or on any public forum whether in person, in writing, or by electronic means. For the Consideration, Claimant also agrees to delete all online and other social media postings relating to the Controversy. Claimant specifically acknowledges that United may pursue any and all remedies at law for breach of these representations.
4. **Costs and Expenses.** Except as expressly provided herein, each Party shall bear or its own costs, including but not limited to legal fees arising from the Controversy and/or arising from the preparation and execution of this Agreement. In addition, if any claim alleging a breach of any of the terms of this Agreement is successfully litigated to a final conclusion in a court of law, the prevailing Party shall be entitled to his or its reasonable attorneys' fees and court costs.
5. **No Admission of Liability.** This Agreement does not constitute an admission of liability by United but is simply a settlement of claims. The Parties acknowledge and understand that United expressly denies liability of any kind whatsoever and has made this Agreement in order to buy peace and avoid the expense of a lawsuit. The Consideration is not an admission of liability and may not be so construed.
6. **Authority.** Each Party expressly represents and warrants to the other Party that (1) the person signing on the Party's behalf is authorized and is the proper person to sign this Agreement, and (2) that person's signature shall bind the Party to the terms of this Agreement. In addition, Claimant expressly represents and warrants to United that Claimant has the sole and exclusive right to receive the Consideration specified Paragraph 1(c) of this Agreement.
7. **Capacity.** Claimant expressly represents and warrants to United that (1) he owns All Claims, if any, that are released in this Agreement; (2) he has not sold, assigned, transferred, pledged, conveyed, or otherwise disposed of (either by written instrument or otherwise) any right, title, or interest relating to All Claims; and (3) no other persons or entities have or have had any interest in All Claims. If this warranty is breached, Claimant shall INDEMNIFY, DEFEND, and HOLD HARMLESS United and its respective Related Parties from any and every claim or demand of any kind arising from any interest assigned, sold, or transferred to any person or entity.
8. **Indemnity for All Third-Party Claims.** Claimant shall INDEMNIFY, DEFEND, and HOLD HARMLESS United and its respective Related Parties from All Third-Party Claims, together with all costs, expenses, and legal fees in defending All Third-Party Claims. THIS INDEMNITY IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, BREACH OF CONTRACT, VIOLATION OF STATUTE, REGULATION, OR COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF UNITED).

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9. **Voluntary Execution.** In making this Agreement, the Parties understand and expressly represent and warrant to each other that they (1) have read the Agreement; (2) fully understand the Agreement; (3) have executed the Agreement as a result of their own free will and accord; (4) have had the opportunity to obtain the benefit of the advice of counsel of their own choosing prior to executing the Agreement; (5) have relied solely and completely upon their own judgment and/or the advice of their counsel regarding entering into this Agreement, the nature and extent of any damages alleged, and the liability questions associated with the subject matter of this Agreement; and (6) have not been influenced to any extent whatsoever in making this Agreement by any representations or statements made by any person or entity hereby released except as reflected herein.
10. **Confidentiality.** Claimant agrees that (1) the Agreement, (2) the Controversy, and (3) the Consideration shall be kept confidential and shall not be disclosed to any third party without the prior consent of United, *provided* that Claimant may disclose the Agreement and information related to the Controversy or Consideration (a) to his attorneys, accountants, and auditors as necessary in the ordinary course of business; (b) to enforce any provisions of this Agreement; or (c) as may be required by applicable law, regulation, or valid court or governmental agency order, in which case Claimant must give reasonable advance written notice to United in order to allow it to seek a protective order or other relief.
11. **Counterparts.** This Agreement may be executed by counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Further, the counterparts may be executed by signing a faxed or emailed copy of this Agreement and forwarding the executed copy of this Agreement via facsimile or email.
12. **Headings.** Headings in this Agreement are for the convenience of the Parties and are not to be considered as limiting the scope of or used in construing this Agreement.
13. **Enforceability.** In the event any provision of this Agreement is deemed void and unenforceable, such provision will be regarded as stricken from the Agreement and will not affect the validity of the remainder of the Agreement.
14. **Joint Efforts.** The Parties agree that this Agreement shall be deemed for all purposes prepared through the Parties' joint efforts and that the language of the Agreement will be deemed to be language expressing their mutual intent. No rule of strict construction shall be applied against any Party as a result of the preparation, drafting, submittal, or other event of negotiation, drafting, or execution of this Agreement.
15. **Choice of Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to its choice of law or conflict of law provisions. This Agreement is made and is performable in Cook County, Illinois. Any action arising out of this Agreement shall be brought and deemed to arise exclusively in Cook County, Illinois.
16. **Effect of Agreement.** This Agreement (including, but not limited to, the release contained herein) shall be binding upon and inure to the benefit of each Party's successors and assigns.
17. **Entire Agreement.** This Agreement constitutes the entire agreement by and between the Parties hereto with respect to the subject matter of this Agreement, supersedes any and all prior understandings, agreements, and representations relating to the subject matter hereof,

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and may not be modified or amended except on or after the date hereof by writing signed by the Party against whom the modification or amendment is to be enforced. The failure of any of the undersigned Parties to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be deemed a waiver or deprive such person or entity of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. No waiver of this Agreement, obligations, or conditions herein shall be valid unless in writing signed by the Party against whom said waiver is to be enforced.

UNITED AIRLINES, INC.

JANET SINCLAIR

By: 

By: _____

Printed Name: Joyelyn Barrow

Printed Name: _____

Title: Manager Cargo Claims United Airlines

Date: _____

Date: 20 Aug 13