

**EMPLOYMENT AGREEMENT  
CITY OF FULLERTON CHIEF OF POLICE**

This EMPLOYMENT AGREEMENT (“Agreement”) is made effective as of January 16, 2024 (“Effective Date”) and is entered into by and between the CITY OF FULLERTON, a California municipal corporation (“City”) and JONATHAN RADUS (“Radus”) an individual (sometimes collectively referred to herein as “the Parties”).

**RECITALS**

**WHEREAS**, the City and Radus previously entered into an employment agreement for Radus to serve as the Interim Chief of Police of the City of Fullerton beginning September 25, 2023; and

**WHEREAS**, the City now desires to appoint Radus as its Chief of Police; and

**WHEREAS**, Radus desires to perform the services of the Chief of Police; and

**WHEREAS**, the City desires to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Chief of Police; and

**WHEREAS**, the Parties have agreed to terms and conditions of employment effective upon execution of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein, the parties agree as follows:

**SECTION 1: Effective Date, Term, Extensions and Notice of Non-Renewal**

This Agreement shall be effective on January 16, 2024. Upon the effective date of the Agreement, it shall fully supersede and render void the prior Interim Chief of Police Employment Agreement between the parties that was effective from September 25, 2023 through September 25, 2024.

Subject to City’s right to terminate Radus’ appointment as Chief of Police at any time, as provided for in this Agreement, the Term of this Agreement shall be through January 20, 2029. The period of five (5) years following the Effective Date of January 20, 2024 shall be referred to hereinafter as the “Initial Agreement Period”. The Parties may, by mutual written agreement, extend Radus’ employment under the terms of this Agreement for one (1) additional three-year period beyond the Initial Agreement Period. City’s election not to extend or renew this Agreement must be delivered in writing to Radus no later than six (6) months prior to the expiration of the Initial Agreement Period or any extension thereto.

**SECTION 2: Duties and Authority**

City agrees to employ Radus as Chief of Police to exercise the powers and authority and to perform the functions and duties specified in the Fullerton Municipal Code and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as they currently or may in the future exist. Employee shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as City, by its City Council, may legally assign.

**SECTION 3: Compensation, Performance Objectives and Performance Evaluation**

- A. Base Salary. Effective January 20, 2024, City agrees to pay Radus an annual Base Salary of no less than \$249,062 (approximately \$119.742 per hour).

Radus' Base Salary shall remain at 10% above the base salary for top step Police Captain. As such, Radus' Base Salary shall be increased according to the following schedule:

<u>Effective Date</u>	<u>Annual Base Salary</u>
July 6, 2024	\$252,676
July 5, 2025	\$262,781
July 4, 2026	\$273,293
July 3, 2027	\$284,225

The Parties agree to reexamine Radus' Base Salary in June 2028.

- B. Eligibility for Bonus Pays. Radus shall continue to receive Bonus Pays that he has been entitled to as Police Captain and Interim Chief of Police. Bonus Pays shall include Bilingual Pay, Education Incentive Pay, and Longevity Pay, and shall be received in the same manner as provided to members of the Fullerton Police Management Association (FPMA).
- C. Payment of Base Salary and Bonus Pays shall be subject to deductions and withholding of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on the City's biweekly payroll cycle. City shall also deduct sums Radus is obligated to pay because of participation in plans or programs described in Section 4 of this Agreement.
- D. City and Radus shall set mutually-agreed upon performance objectives for each year under this Agreement. Such performance objectives shall be agreed by the

City Manager after consultation with the City Council and Radus as necessary for the proper operation of the Fullerton Police Department in the attainment of the City Council's policy objectives and shall further establish a relative priority among the agreed objectives. These objectives shall be reasonably attainable within the limitations of the City Council approved operating and capital budgets, authorized appropriations and staffing levels.

- E. City, through its City Manager after consultation with the City Council, shall conduct an evaluation of Radus' performance each January during the period in which this Agreement remains in effect. City shall conduct the next evaluation of Radus' performance in January 2025.

#### **SECTION 4: Retirement and Health Benefits**

- A. Retirement. The City's contract with the California Public Employees' Retirement System (CalPERS) shall apply to Radus.
  - 1. Radus shall receive all benefits and be subject to employee contribution requirements as provided to Police Safety members hired prior to December 23, 2012 (i.e., Classic Members).
  - 2. Employer-Paid Member Contributions (EPMC) and Cost Sharing. Radus shall receive EPMC benefits and be subject to Cost Sharing in the same manner as provided to members of the FPMA.
- B. Medicare. Radus shall pay the designated employee contribution for Medicare in accordance with applicable law.
- C. Health Insurance. Radus shall be entitled to receive health insurance benefits in the same manner as provided to members of the FPMA. This shall apply to Radus' eligibility and participation in the City's medical insurance, dental insurance, vision insurance, retiree health, life insurance, and long-term disability insurance.
- D. Medical Examination. In lieu of receiving an annual contribution of up to \$750 toward the cost of receiving a comprehensive medical examination, City shall make a contribution to Radus' retiree health savings account in the amount of \$28.85 per pay period.

#### **SECTION 5: Vehicle Use, Uniform Allowance and Service Weapon**

- A. Vehicle Use. City agrees to provide Radus a City vehicle and necessary service, fuel, equipment and maintenance. Radus is authorized by the City to use the City vehicle for personal use to and from home and on-call purposes only in his official capacity as Police Chief. In exchange therefor, Radus agrees:

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1. To operate the City vehicle at all times in accordance with the laws of the State of California or other applicable jurisdictions within the United States.
  2. To not drive or allow the City vehicle to be driven outside the jurisdiction of the United States of America.
  3. To fuel the vehicle with appropriate fuel dispensed from City fueling stations or purchased in accordance with City purchasing rules and policies.
  4. To not operate the City vehicle while under the influence of alcohol or any controlled substances.
  5. To not allow any person other than a current employee of the City of Fullerton to operate the City vehicle.
  6. To reasonably maintain the exterior and interior condition of the City vehicle and to immediately report all service and mechanical repair needs to the Public Works Fleet Division.
  7. To not use or allow the use of tobacco products, e-cigarettes or vapor devices inside the City vehicles.
  8. To notify the local police agency and request a report of any accident involving or damage incurred by the City vehicle, except that, in the case of an accident within the City of Fullerton, an outside police agency shall be contacted to investigate the accident.
  9. To complete a City of Fullerton Incident Report form and provide it to the City Manager within 24 hours of any incident involving the City vehicle.
  10. City and Radus believe the authorized personal use to and from home is not subject to taxation. In the event of changes in the law or application of the law, any resultant tax liabilities shall be the sole responsibility of Radus.
- B. Uniform Allowance. The City shall pay Radus the amount of \$31.60 per pay period for the purchase and maintenance of uniforms.
- C. Duty Weapon. Radus shall be issued a duty weapon per the policy of the Fullerton Police Department.

## **SECTION 6: Paid Leave**

- A. **Holiday Leave.** Radus shall continue to receive Holiday hours in the same manner as FPMA employees who work without regard to holidays. Radus may elect at the beginning of each payroll year to defer receipt of holiday pay until the end of that payroll year. If Radus elects to defer cash payment for holidays, Radus shall accrue holiday leave on a biweekly basis. This leave shall be added to Radus' existing vacation balance. Radus' vacation balance shall then be reduced by the number of hours actually absent from work for vacation or holiday purposes. At the end of each payroll year, Radus may elect to convert up to the previous year's maximum vacation accrual for holidays into a cash payment for holidays at the base salary rate then in effect.
- B. **Vacation.** Radus shall accrue vacation leave in the same manner as provided to members of the FPMA. Radus may accumulate credit up to 360 hours. Radus is encouraged to use at least 80 hours of vacation leave per year. If Radus is at his maximum accrual and unable to take vacation leave, 80 hours shall be converted to cash. In addition, Radus shall be permitted to convert up to 80 hours to cash each payroll year in accordance with the City's annual leave conversion program.
- C. **Sick Leave.** Radus shall earn and accumulate 3.69 hours of sick leave for each pay period he has worked at least one full regular workday or been on paid vacation. He may use such sick leave in accordance with rules applying to Executive employees.
- D. **Bereavement Leave.** Radus shall be eligible for bereavement leave of up to 27 hours in accordance with the rules applying to Executive employees.
- E. **Executive Leave.** Radus shall be entitled to 81 hours of paid Executive Leave per fiscal year. Such leave shall not accrue from year to year. Unused Executive Leave shall be lost at the end of each fiscal year, and shall not be converted to any other form of compensation. At the discretion of the City Manager, additional leave time may be granted.

## **SECTION 7: General Business Expenses**

- A. City recognizes that Radus may incur expenses of a non-personal, job related nature that are reasonably necessary to Radus' service as Chief of Police. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according City's regular reimbursement requirements or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal

requirements and must be submitted within time limits established by City.

- B. City agrees to budget and pay for professional dues, membership and subscriptions necessary for Radus' participation in such organizations as the City Manager and Radus may agree to as necessary and appropriate.
- C. City agrees to budget and to reimburse or pay for reasonable costs for attendance and participation in meetings, institutes, training programs, conferences, conventions and similar gatherings that support leadership development and the advancement of Parties' mutually agreed upon goals, and which are related to Radus' duties or City's operations and held in the continental United States. For purposes of this paragraph, reasonable expenses are limited to the reasonable and actual cost of registration, coach-class airfare (where applicable), ground transportation and meals. Reasonable expenses will also include the reasonable and actual cost of lodging for meetings greater than 60 miles outside the City of Fullerton boundaries.
- D. The expenses to be budgeted and paid in Sections (A), (B), and (C) above, are exclusive of reasonable expenses related to events, participation in organizations, or attendance at events or meetings on behalf of the City as required by the City Manager. City will separately budget and pay for membership and participation in community, civic or other organizations or events in which City requires Radus to participate.

### **SECTION 8: At-Will Employment Relationship**

- A. Radus is appointed by, and serves as Chief of Police at the pleasure of, the City Council. The City and Radus agree that City Council has, through this Agreement, delegated authority for supervision and management of Radus as Chief of Police, including discipline and dismissal to the City Manager. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate this Agreement and the appointment of Radus as Chief of Police at any time, with or without Cause (as defined below).
- B. If this Agreement is terminated without Cause during the Initial Agreement Period, Radus shall be entitled to revert back to his previous position as Police Captain and shall be entitled to all compensation, benefits, and employment rights of a Police Captain at top step with the total years of service accrued by Radus ("Right of Reversion"). Further, Radus shall be required to meet all performance standards of a Police Captain in the event he exercises this Right of Reversion.
- C. During any extension period following the Initial Agreement Period, if the City terminates this Agreement without cause, Radus shall be given at least thirty

(30) days written notice prior to the effective date of the termination. However, City and Radus agree that termination without cause may not be exercised by the City during the final six months of any extension period of this Agreement or within ninety (90) days of the appointment of a City Manager, or during any period commencing ninety (90) days prior to a City Council general election or recall election and ending ninety (90) days following certification of such City Council general election or recall election. In the event City elects to terminate this Agreement prior to a mutually agreed extension thereto, City shall pay Radus for all services through the effective date of termination and Radus shall have no right to any additional compensation or payment, except as provided in Section 9, Severance and Benefit Payoff at Termination, and General Release Agreement, below.

- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Radus to resign from his employment with City, subject only to Radus providing forty-five (45) calendar days' prior written notice to City of the effective date of his resignation. Upon the effective date of resignation, Radus will forfeit all compensation and benefits owing for the remainder of the term of this Agreement, as well as any potential severance pay. The City acknowledges that Radus shall be eligible for payout of the cash value of accrued vacation leave at the time of separation.
- E. Government Code Section 3304(c) Rights. The City and Radus agree that Municipal Code Sections 2.33.010 and 2.33.020 shall not apply to Radus with respect to the City's disciplinary and appeals procedures. In accordance with the rights Radus has under Government Code Section 3304(c), prior to action to terminate this Agreement, whether with or without cause, Radus shall be provided written notice of the proposed action and the reasons for removal from this appointment and in addition, shall be provided the right to an administrative appeal. Such appeal shall be before an independent hearing officer appointed by the City Manager who shall make an advisory recommendation on the matter to the City Manager based solely on a review of the City's written notice (and supporting documentation, if any), documentation submitted by Radus and any oral presentation by the City or Radus.

#### **SECTION 9: Severance and Benefit Payoff at Termination, and General Release Agreement**

- A. If City elects not to exercise the three-year extension period of the Agreement term following the Initial Agreement Period, or if City terminates this Agreement during the three-year extension period without cause, as determined by the City Manager through the authority delegated by the City Council by way of this agreement, and if Radus signs, delivers to the City

Council, and does not revoke, the General Release Agreement in the form attached hereto as Exhibit A, City shall pay Radus beginning on the effective date of termination a lump sum benefit in compliance with Government Code Section 53260 equal to twelve (12) times the monthly value of his then applicable Base Salary and shall provide twelve (12) months of medical coverage as provided in Section 4 as long as Radus is already enrolled and receiving medical coverage through the City medical benefits plan at time of termination (collectively, "Severance"). The City acknowledges that Radus shall be eligible for payout of the cash value of accrued vacation leave at the time of separation. Upon mutual written agreement of the City and Radus, in lieu of the Severance, Radus may exercise the Right of Reversion in Section 8(B) above.

- B. If City terminates this Agreement with Cause, as determined by the City Manager exercising the authority delegated by the City Council herein, Radus shall not be entitled to any additional compensation or payment, including Severance, or Right of Reversion, except that the City acknowledges that Radus shall be eligible for payout of the cash value of accrued vacation leave at the time of separation. If the City intends to terminate with Cause, based on a reason or reasons set forth in subpart 5, immediately below, the City Manager shall first deliver to Radus a written Notice of Intent to Terminate, stating the reason or reasons for the proposed termination, and providing a thirty (30) day period for Radus to cure. If, in the City Manager's independent judgment, Radus cures the identified reason or reasons for Cause termination, Radus shall not be terminated therefor. As used in this Agreement, Cause shall mean any of the following:
1. Conviction of a felony;
  2. Conviction of a misdemeanor arising out of Radus' duties under this Agreement;
  3. Conviction of any crime involving an "abuse of office or position", as that term is defined in Government Code section 53243.4;
  4. Willful abandonment of duties;
  5. Any grossly negligent action or inaction by Radus that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates rules or procedures of City.
- C. If Radus terminates this Agreement, Radus shall not be entitled to any additional compensation or payment, including Severance or Right of Reversion. The City acknowledges that Radus shall be eligible for payout of



the cash value of accrued vacation leave at the time of separation.

### **SECTION 10: Employee's Obligations and Hours of Work**

Rados shall devote his full professional energies, interest, abilities and productive time to the performance of this Agreement and utilize his best efforts to promote City's interests. Rados' duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty (40) hour workweek and may also include time outside normal office hours (including attendance at City Council meetings and various community meetings, forums or workshops). Rados' base salary includes compensation for all hours worked. Rados shall be classified as an exempt employee for purposes the Fair Labor Standards Act and shall not be entitled to any form of compensation for overtime. In recognition of the significant time Rados will need to devote outside normal office hours to business activities of City and the exempt, salaried nature of the employment, Rados is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Rados' participation in activities out of the office, Rados will generally be expected to keep office hours during normal business hours of Police Administration.

### **SECTION 11: Confidentiality**

- A. Rados acknowledges that in the course of his employment contemplated herein, Rados will be given or will have access to confidential and proprietary documents and information, relating to the City, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to Rados that is not public information or would be exempt from public disclosure as confidential, protected, exempt or privileged information. Rados shall hold the Confidential Information in trust for City's benefit, and shall not disclose the Confidential Information to others without the express written consent of City.
- B. The obligations of City and Rados under this Section 11 shall survive the termination of this Agreement.

### **SECTION 12: Outside Activities**

Rados shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with, incompatible with or inimical to, or which materially interferes with his duties and responsibilities to City (California Government Code §§ 1125 et seq.).

Subject to prior approval from the City Manager, Rados may accept limited teaching or other business opportunities that do not otherwise conflict with the obligations

and duties under this Agreement or otherwise create an incompatible office.

### **SECTION 13: Defense and Indemnification**

In accordance with the provisions of California Government Code Sections 995 and 995.2 as they currently exist or may hereafter be amended, City shall defend and indemnify Radus, using legal counsel of City's choosing, against any civil action or proceeding brought against Radus, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as Chief of Police, unless such act or omission was due to actual fraud, corruption, or actual malice. In the event the City determines there is a conflict of interest between the Parties and Radus and independent counsel is required for Radus' defense, City shall select and pay the reasonable fees of such independent counsel for Radus' defense. Radus shall cooperate fully in the investigation and defense of any civil action or proceeding.

Radus acknowledges and agrees that City reserves its rights pursuant to Government Code Section 825(a) not to pay any judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his employment, and that City's agreement to defend and indemnify him does not constitute an agreement to pay any punitive damages awarded against him. In that regard, Radus acknowledges and agrees that pursuant to Government Code Section 825(b), City may not make a determination whether or not to indemnify an employee for an award of punitive damages until such time as the award is made.

### **SECTION 14: Other Terms and Conditions of Employment**

City may fix other terms and conditions of employment, as it may determine from time to time, relating to the performance of Radus, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

### **SECTION 15: Notices**

Notice pursuant to this Agreement shall be given by depositing written notification in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) City:

City of Fullerton c/o City Clerk  
303 W. Commonwealth Ave  
Fullerton, CA 92832

(2) Rados: on file

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable in civil judicial practice. Notice shall be deemed given as of the date of personal service or five days after the date of mailing.

#### **SECTION 16: General Provisions**


- A. **Integration.** This Agreement sets forth the final, complete and exclusive agreement between City and Rados relating to the employment of Rados by City. Any prior discussions or representations by or between the parties are merged into this Agreement or are otherwise rendered null and void. The Parties by mutual written agreement may amend any provision of this Agreement. Such amendments shall be incorporated and made a part of this Agreement. The foregoing notwithstanding, Rados acknowledges that, except as expressly provided in this Agreement, his employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace, as they currently or may in the future exist, and his employment is, and will continue to be, at the will of the City Council.
- B. **Binding Effect.** This Agreement shall be binding on the City and Rados as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Choice of Law.** This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California and all applicable City Ordinances, Policies and Resolutions.
- D. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- E. **Conflict with Municipal Code.** The City personnel ordinances, resolutions, rules and policies shall apply to Rados in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the City Municipal Code shall prevail over this Agreement.
- F. **Rados' Independent Review.** Rados acknowledges that he has had the

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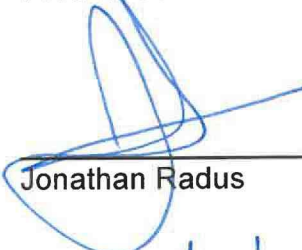
opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Radus acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents or employees other than those expressly set forth in this Agreement. Radus acknowledges that he has been advised to obtain, and has availed himself of, legal advice with respect to the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates reflected below each signature.

CITY OF FULLERTON

  
\_\_\_\_\_  
Nicholas Dunlap, Mayor  
Dated: 1/26/24

JONATHAN RADUS

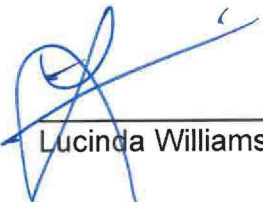
  
\_\_\_\_\_  
Jonathan Radus  
Dated: 1/17/24

Approved as to Form:

  
\_\_\_\_\_  
Richard D. Jones, City Attorney

Dated: 1/29/24

Attest:

  
\_\_\_\_\_  
Lucinda Williams, City Clerk  
Dated: 1/30/24

## EXHIBIT A

### GENERAL RELEASE AGREEMENT

This General Release Agreement (“Agreement”) is entered into by and between JONATHAN RADUS (“Rados”) and CITY OF FULLERTON (“City”), in light of the following facts:

- A. Rados’ employment with City concluded on \_\_\_\_\_(date.)
- B. Certain disputes have arisen between City and Rados.
- C. City and Rados each deny any liability whatsoever to the other.
- D. City and Rados wish to fully and finally resolve any and all disputes they may have with each other.
- E. Rados is hereby informed that he has twenty-one (21) days from notice of separation pursuant to Section 9(A) of Rados’ employment agreement to consider it. City hereby advises Rados to consult with his legal counsel before signing this Agreement.
- F. Rados acknowledges that for a period of seven (7) days following the signing of this Agreement (“Revocation Period”), he may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
- G. Rados acknowledges that the Salary Payment referenced in subsection 1 below represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him through the date of employment termination. Rados also acknowledges that City has made this Salary Payment without regard to whether he signs this Agreement. The Salary Payment does not constitute consideration for this Agreement. Rados acknowledges that the Severance referenced in subsection 2 below is in excess of all amounts that are due and owing to him as a result of his employment by City.
  1. Receipt of Salary Payment. Rados hereby acknowledges receipt of a check or checks for all compensation owing to him, including salary, accrued benefit balances and reimbursed expenses (“Salary Payment”) from City.
  2. Severance. Within ten (10) days following Rados’ signing, delivering to the City Council, and not revoking this Agreement, City shall pay Rados the gross amount provided for in Section 9 of the Employment Agreement effective \_\_\_\_\_, 202X, less applicable deductions, and shall provide the months of medical benefits as provided in that same Section 9

(“Severance”). Radus acknowledges that the Severance is in excess of all amounts due and owing him as a result of his employment by City.

3. General Release. In consideration of the Severance to be paid and provided to Radus, and other good and valuable consideration, Radus hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment with City which he now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Radus hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Radus understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states 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 or her settlement with the debtor.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, Radus expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his favor.

Radus further acknowledges that he has read this General Release and that he understands that this is a general release, and that he intends to

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be legally bound by the same.

4. Fees. Radus and City agree that in the event of litigation relating to this General Release Agreement, the prevailing party shall not be entitled to recover his/its reasonable attorneys' fees.

CITY OF FULLERTON

JONATHAN RADUS

\_\_\_\_\_  
Nicholas Dunlap, Mayor

\_\_\_\_\_  
Jonathan Radus

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Richard D. Jones, City Attorney

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Lucinda Williams, City Clerk

Dated: \_\_\_\_\_