

## **SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS**

### **PARTIES**

This Settlement Agreement and Release of Claims (“Settlement Agreement” or “Agreement”) is entered into as of February 10, 2026 (the “Effective Date”) by and between Palo Alto Unified School District (“Settling Defendant” or “the DISTRICT”), Don Austin (“Austin”), Trent Bahadursingh (“Bahadursingh”) and Lisa Hickey (“Hickey”) (collectively, PAUSD, Austin, Bahadursingh and Hickey are referred to as “Defendants” or “Releasees”), Peter Colombo (“Plaintiff” or “Colombo”) and the Colombo Plaintiff Recovery Trust (the “Trust”). Collectively, the Trust and Plaintiff shall be referred to as “Releasers” Plaintiff transferred his Claims against Defendants to the Trust, which Claims remain unresolved prior to this Agreement. Plaintiff did so for the preservation and administration of the Claims, to reduce his tax burden, and for creditor protection. The Trust’s trustee is the PRT Trust Committee (the “Trustee”), of which Eastern Point Trust Company is a Member. Plaintiff and the Trust will both sign this Agreement as releasing parties.

Together, the Parties listed above shall be referenced herein as the “Parties” and each Party by their respective name.

### **SETTLEMENT AGREEMENT**

Releasers, in consideration of the total sum of Three Million, Two Hundred Fifty Thousand Dollars and no Cents (\$3,250,000.00), do for themselves as well as their heirs, executors, administrators, successors and assigns, forever release and discharge Releasees and their elective and appointive boards, officers, agents, servants, employees and former employees, partnerships, firms, corporations, heirs, executors, administrators, successors and assigns, and each of them, from any and every claim, demand, right, or cause of action of any kind or nature arising from or relating to any matter, conduct, transaction, or activity whatsoever from the beginning of time through the date of execution of this Release.

This includes, but is not limited to, any incident(s) referred to in Plaintiff’s allegations that he was subjected to discrimination and retaliation by the DISTRICT and any of its current or former officers or employees in his employment, as more specifically alleged by Plaintiff in the lawsuit filed on or about February 15, 2024 in the Federal District Court for the Northern District of California titled *Peter Colombo v. Palo Alto Unified School District, et al.*, Case No. 5:24-cv-00909-NC (the “Action”), and all claims and causes of action which are, or could have been, contained in that lawsuit, inclusive of Plaintiff’s First Amended Complaint filed July 10, 2024; Plaintiff’s Second Amended Complaint filed October 9, 2024; and Plaintiff’s Third Amended Complaint filed January 6, 2025, as well as claims and causes of action which were or could have been brought in any legal action or administrative complaint against the DISTRICT, and its elective and appointive boards, officers, agents, servants, employees and former employees, partnerships, firms, corporations, heirs, executors, administrators, successors and assigns, from the beginning of time through the date of execution of this Release.

Any and all such claims, including, but not limited to, claims for violation of Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1983,

the California Fair Employment and Housing Act, defamation, discrimination, harassment, retaliation, psychological injury, negligence, intentional or negligent infliction of emotional distress, hospital, medical, and counseling expenses, general damages, lost wages, loss of earning capacity, punitive damages, attorney's fees and costs, or failure to prevent the foregoing injuries or expenses, and whether or not said injuries and/or other claims are permanent in nature, are finally and forever compromised and settled.

Releasers hereby agree to the special conditions that follow:

1. Plaintiff

As used in this Release, "Plaintiff" shall mean PETER COLOMBO, and each of his agents, employees, attorneys, representatives, relations, heirs, assigns, predecessors or successors in interest, and any and every other person or entity acting by, through, on behalf of, or in concert or combination with any of them, including without limitation his labor representatives. Plaintiff transferred his Claims against Defendants to the Colombo Plaintiff Recovery Trust (the "Trust"). Collectively, the Trust and Plaintiff shall be referred to as "Releasers", and Plaintiff and the Trust will both sign this Agreement as releasing parties.

2. The DISTRICT

As used in this Release, the "DISTRICT" shall mean the PALO ALTO UNIFIED SCHOOL DISTRICT and each of its agents, employees and former employees including but not limited to Don Austin, Trent Bahadursingh, Lisa Hickey, and Amanda Bark, attorneys, officers, governing board members including but not limited to Kenneth Dauber, representatives, administrators, affiliates and assigns, insurers and any and every other person or entity acting by, through, on behalf of, or in concert or combination with any of them.

3. Settlement Payment

Payment shall be issued by or on behalf of Releasees to the Colombo Qualified Settlement Fund in the total amount of Three Million, Two Hundred Fifty Thousand Dollars and no Cents (\$3,250,000.00) (the "Settlement Amount"), including attorney fees and costs. Releasers agree that the Settlement Amount shall represent and fix the Releasees' total obligation to Releasers for any sums whatsoever, however characterized, which are, or are claimed to be, owed or due to Releasers for any reason whatsoever arising from, concerning, relating or pertaining to Plaintiff's employment with the DISTRICT or the termination thereof, and Releasers accept it as such and shall make no other or further claim or demand upon the Defendants for any amount or reason whatsoever.

One or more settlement check(s) shall be issued by or on behalf of the PALO ALTO UNIFIED SCHOOL DISTRICT in the amount of Three Million Two Hundred Fifty Thousand Dollars and no Cents (\$3,250,000.00), made payable to the "Colombo Qualified Settlement Fund" and mailed via USPS First Class Shipping to:

Eastern Point  
c/o Eastern Point Services – Settlement Processing

P.O. Box 232  
Warrenton, VA 20188

[Alternatively, if the check must be sent to a physical address, it shall be sent to Eastern Point, c/o Eastern Point Services – Settlement Processing, [REDACTED]  
[REDACTED]

Within 48 hours after Counsel for Defendants has received confirmation that the check(s) have been mailed, an email shall be sent to Counsel for Plaintiff Evan Nelson confirming (1) That a check or checks have been sent and to which address they were sent; (2) The date on the check(s); (3) The exact amount of the check(s); (4) The name of the Settlement Fund to be credited, the “Colombo Qualified Settlement Fund”; and (5) Any tracking information for the check.

The parties understand and agree that Releasees make no representation concerning the proper characterization of the Settlement Amount for purposes of any federal, state, or other tax obligation. Releasees agree that they shall be solely responsible for any employee share of taxes or other sums due on the Settlement Amount and shall defend, indemnify and hold Releasees harmless from any loss, damage or expense whatsoever resulting from any failure by him to pay taxes ultimately determined to be owed by them as a result of any payments under this Release.

Releasees agree to report the Payment only on a Form 1099 to the Colombo Qualified Settlement Fund by using the Colombo Qualified Settlement Fund’s EIN, and hereby acknowledge receipt of the Colombo Qualified Settlement Fund’s appropriate W-9 to be used for such reporting. All Parties acknowledge that no other representation or guarantees regarding the tax cost, tax liabilities, tax refunds or tax consequences of any kind is made by any Party to this Agreement to any other Party to this Agreement.

#### 4. Resignation

Plaintiff shall tender his voluntary and irrevocable letter of resignation, inclusive of teaching, coaching, volunteering, and any other formal or informal involvement in any DISTRICT employment or DISTRICT-sponsored activities or events, inclusive of all such events on any DISTRICT property or school campus, upon receipt by the Colombo Qualified Settlement Fund of cleared funds from the Payment, which shall be paid within 45 days of approval of this agreement by the DISTRICT’s governing Board. Said resignation shall be attached hereto as Exhibit “A” and incorporated herein by this reference as an integral part of this Agreement, and shall be included in Plaintiff’s personnel file. Plaintiff acknowledges that submission of said resignation is a voluntary act, that there was no coercion by the DISTRICT, and that he has had full opportunity to discuss with representation the impact of said resignation, as well as the significance of the terms and conditions of this Agreement. Plaintiff further acknowledges that upon his submission of said letter of resignation and full execution of this Agreement, the resignation is deemed accepted by the DISTRICT, is irrevocable and not subject to being set aside by any judicial or administrative action, none of which shall be instituted by Plaintiff.

Plaintiff will remain on paid administrative leave until receipt by the Colombo Qualified Settlement Fund of cleared funds from the Payment, which shall be paid within 45 days of approval of this agreement by the DISTRICT’s governing Board. During the paid administrative leave,

Plaintiff will continue to receive his usual salary, and health and welfare benefits, if applicable. Plaintiff's salary and health/welfare benefits provided during the period of his paid administrative leave are separate and apart from, and do not offset, the Settlement Payment/Settlement Amount specified in section 3 above.

Plaintiff acknowledges and agrees that he will remain available by telephone during regular business hours and is required to keep the District notified of a telephone number where he can be reached during those times. In the event that Plaintiff will be unavailable during regular business hours on a normal work day, he shall notify the DISTRICT in advance and report his unavailability as either sick leave or personal necessity leave, if applicable. For the duration of Plaintiff's paid administrative leave, he will not return to any DISTRICT property, including Fletcher Middle School, Greene Middle School, Palo Alto High School, and any locations at which Plaintiff was assigned to coach, without express prior authorization from DISTRICT administration.

Plaintiff agrees that upon execution of this agreement and pursuant to the paid leave, he is removed from any and all employment with the DISTRICT, including any unpaid or volunteer positions of any kind. Pursuant to his resignation, Plaintiff agrees that he will cease performing any coaching activities at any DISTRICT sites on any basis, including a volunteer basis, at any time. Plaintiff further agrees that in the future, he will not act or serve as a volunteer in any capacity for any DISTRICT-sponsored activities or events, including any District athletic teams.

Plaintiff agrees to return all equipment, keys, books, records, and any and all other DISTRICT property, which may be in his possession. The Parties shall arrange a mutually convenient date and time for Plaintiff to return any DISTRICT property that may be in his possession and to obtain his personal property, if any, from the DISTRICT.

#### 5. Release of All Claims By Plaintiff

In consideration of the mutual promises and agreements set forth herein, Releasors do HEREBY RELEASE AND FOREVER DISCHARGE Releasees, including the DISTRICT, each of its agents, employees and former employees including but not limited to Don Austin, Trent Bahadursingh, Lisa Hickey, and Amanda Bark, attorneys, officers, governing Board members including but not limited to Kenneth Dauber, representatives, administrators, affiliates and assigns, insurers from any and all actions, suits, proceedings, claims, complaints, rights, demands, obligations, debts, liabilities, attorneys' fees, accounts, costs, expenses, and any and every cause of action of any type or nature whatsoever, whether in law or equity, known or unknown, fixed or contingent, arising from or relating to any matter, conduct, transaction, or activity whatsoever from the beginning of time through the effective date of this Release.

Releasors specifically represent and agree that this release shall include any and all claims related to Plaintiff's employment with the DISTRICT and the termination thereof including, without limitation, any claims, rights, or causes of action arising under any state, federal or other labor, civil rights or employment rights statute including without limitation any provision of the California Government, Labor, or Education Codes. This specifically includes, but is not limited to Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), 42 U.S.C. § 1983, 42

U.S.C. § 1981, the Family and Medical Leave Act (29 U.S.C. § 2601. et seq.), the California Fair Employment and Housing Act (Cal. Govt. Code, § 12900, et seq.), the California Family Rights Act (Cal. Govt. Code, § 12945.2), the Brown Act (Cal. Govt. Code, § 54950, et seq.), the California Labor Code (with the exception of workers' compensation laws), the California Civil Code, the California Constitution, and any and all other laws and regulations relating to employment termination, employment discrimination, harassment, retaliation, wages, hours, benefits, compensation, whether based on tort, contract, or other legal or equitable theory of recovery. Plaintiff states and agrees that he is not an "aggrieved person" within the meaning of Cal. Code Civ. P. § 1002.5.

6. Mutual Release of All Claims by All Parties

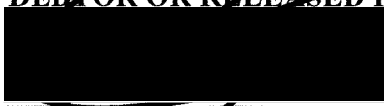
The Parties on behalf of themselves and their respective heirs, successors, assigns, trustees, agents, representatives and attorneys, hereby release and forever discharge each other, separately and collectively, and their respective heirs, successors, assigns, agents, representatives, and trustees from any and all claims, actions, controversies, damages, causes of action, liabilities, obligations, costs, losses, or demands, of whatever nature, whether in law or in equity, whether now or heretofore known, unknown, suspected or unsuspected, arising out of any and all matters whatsoever, including but not limited to the Civil Action, the Third Amended Complaint (including also the original Complaint, the First Amended Complaint, and/or the Second Amended complaint and any claims that were, or could have been, included in the pleadings) or any fact, event, transaction, claim, or matter alleged therein, from the beginning of time through the date of execution of this Agreement.

Notwithstanding the foregoing release, this release is not intended to, and shall not, release any Party from any obligation or agreement set forth in this Agreement for purposes of accomplishing the desired resolution of all claims between the Parties.

7. Waiver of Civil Code Section 1542

Releasors and Releasees further acknowledge and agree that the releases provided for in this Agreement extend to all claims, whether known or not known, claimed or suspected, up to and including the date of execution thereof, and constitute a waiver of each and all of the provisions of California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

  
Peter Colombo (Initial)

\_\_\_\_\_  
Colombo Plaintiff Recovery Trust (Initial)  
PRT Trust Committee  
Lawrence Eisenberg, Authorized Signer

U.S.C. § 1981, the Family and Medical Leave Act (29 U.S.C. § 2601. et seq.), the California Fair Employment and Housing Act (Cal. Govt. Code, § 12900, et seq.), the California Family Rights Act (Cal. Govt. Code, § 12945.2), the Brown Act (Cal. Govt. Code, § 54950, et seq.), the California Labor Code (with the exception of workers' compensation laws), the California Civil Code, the California Constitution, and any and all other laws and regulations relating to employment termination, employment discrimination, harassment, retaliation, wages, hours, benefits, compensation, whether based on tort, contract, or other legal or equitable theory of recovery. Plaintiff states and agrees that he is not an "aggrieved person" within the meaning of Cal. Code Civ. P. § 1002.5.

6. Mutual Release of All Claims by All Parties

The Parties on behalf of themselves and their respective heirs, successors, assigns, trustees, agents, representatives and attorneys, hereby release and forever discharge each other, separately and collectively, and their respective heirs, successors, assigns, agents, representatives, and trustees from any and all claims, actions, controversies, damages, causes of action, liabilities, obligations, costs, losses, or demands, of whatever nature, whether in law or in equity, whether now or heretofore known, unknown, suspected or unsuspected, arising out of any and all matters whatsoever, including but not limited to the Civil Action, the Third Amended Complaint (including also the original Complaint, the First Amended Complaint, and/or the Second Amended complaint and any claims that were, or could have been, included in the pleadings) or any fact, event, transaction, claim, or matter alleged therein, from the beginning of time through the date of execution of this Agreement.


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\_\_\_\_\_  
Peter Colombo (Initial)

Initial  
  
\_\_\_\_\_  
Colombo Plaintiff Recovery Trust (Initial)  
PRT Trust Committee  
Lawrence Eisenberg, Authorized Signer

Releasors and Releasees, being aware of this section, hereby expressly waive and relinquish any rights they may have thereunder, as well as under any statutes or common law principles of similar effect. This waiver does not apply to any actions or claims that may arise after execution of this Agreement.

8. Full Accord And Satisfaction

It is expressly understood and agreed by Releasors and Releasees that this Agreement is in full accord, satisfaction, and discharge of disputed claims they may have against the other party, and that this Agreement is executed with the express intention of effectuating the legal consequences provided for in California Civil Code section 1541: to wit, the extinguishment of all obligations as described herein.

9. Approval of Settlement

This settlement is contingent only upon approval by the DISTRICT's Board on or before February 10, 2025.

10. Dismissal of All Claims

Payment of the Settlement Amount shall be issued within forty-five (45) days of Board Approval of this Agreement. After Releasors confirm receipt of the Settlement Amount, Plaintiff will file a Request for Dismissal with Prejudice of the Action and will provide a copy of the file endorsed Request for Dismissal to all parties.

11. Waiver Of Age Discrimination Claims

It is the intention of the parties that the releases contained in this Settlement Agreement comply with the provisions of the Older Workers Benefit Protection Act (29 U.S.C. § 626(f)) and thereby effectuate the release by Releasors of any potential claims under the federal Age Discrimination in Employment Act (29 U.S.C. section 621 et seq.) ("ADEA"). The parties agree that a portion of the consideration provided under Paragraph 2(A) above is allocated as consideration for Releasors' waiver of any potential claims under the ADEA. Accordingly, Releasors agree as follows: (i) Releasors have carefully reviewed the this Settlement Agreement, and understand the terms and conditions it contains; (ii) Releasors have been advised of the right to consult any attorney or representative of Releasors' choosing to review this Settlement Agreement and to advise them of their rights under the ADEA, the OWBPA, or other similar age discrimination laws; (iii) Releasors are receiving consideration that is above and beyond anything of value to which Releasors are already entitled; (iv) Releasors do not waive rights or claims that may arise after the date on which Releasors execute this Resignation Agreement; (v) Releasors have had twenty-one (21) days to consider whether to agree to the terms and conditions set forth in this Settlement Agreement. Releasors may sign this Settlement Agreement sooner, but in doing so, Releasors acknowledge that the decision to sign was Releasors' alone and, as a result, Releasors have voluntarily waived the balance of the 21-day review period. This Waiver of Age Discrimination Claims is a knowing and voluntary waiver by Releasors as part of a Settlement Agreement between Releasors and Releasees.

Releasors shall have seven (7) days after executing this Settlement Agreement to reconsider and revoke the release of ADEA claims under this Resignation Agreement. Any such revocation must be in writing and received by the DISTRICT's Superintendent no later than the seventh (7th) day following Releasors' execution of this Resignation Agreement. The waiver of ADEA claims is not effective until the 7-day revocation period has expired. The remainder of this Resignation Agreement, including Releasors' release of all other, non-ADEA related claims, is effective immediately upon execution by the Parties.

Releasors understand and agrees that this Paragraph extends solely to potential claims of age discrimination in employment, and they do not, and shall not be argued, deemed or construed to extend to or affect any other right or entitlement released pursuant to this Release. In the event that Releasors exercise their Right of Revocation, Releasees shall have the right, but not the obligation, to treat this Release as null and void in its entirety, which option shall be exercisable in Releasees' sole, exclusive and absolute discretion.

RELEASORS ACKNOWLEDGE BY THEIR SIGNATURES THAT THEY FULLY UNDERSTAND THEIR RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND THE WAIVER, AND THAT THEY ARE VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THEY HAVE OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO PLAINTIFF'S ALLEGATIONS OR CLAIMS.

  
Peter Colombo

Dated: 4/27/26

Colombo Plaintiff Recovery Trust  
PRT Trust Committee  
Lawrence Eisenberg, Authorized Signer

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

12. Covenant Not to Sue

Releasors hereby covenant and agrees that they will not file or cause to be filed, and to the maximum extent permitted by law will not directly or indirectly aid, cooperate or assist in any action, suit, claim, complaint or proceeding of any kind or nature against Releasees arising from or relating to any matter released or compromised pursuant to this Release. In the event that Releasors shall file, cause to be filed, aid, cooperate or assist in any action, suit, claim, complaint or proceeding in violation of this Covenant Not to Sue, they hereby state and agree that: (a) this Release shall constitute a complete and total defense to any such action, suit, claim, complaint or proceeding, and that (b) they shall indemnify, save, keep, and hold the Releasees harmless for any and all loss, damages, costs or expenses incurred in connection with that action, suit, claim, complaint or proceeding, including without limitation reasonable attorneys' fees and expenses.


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RELEASORS ACKNOWLEDGE BY THEIR SIGNATURES THAT THEY FULLY UNDERSTAND THEIR RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND THE WAIVER, AND THAT THEY ARE VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THEY HAVE OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO PLAINTIFF'S ALLEGATIONS OR CLAIMS.

\_\_\_\_\_  
Peter Colombo

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

Signed by:  
  
\_\_\_\_\_  
Colombo Plaintiff Recovery Trust  
PRT Trust Committee  
Lawrence Eisenberg, Authorized Signer

Dated: 1/28/2026

12. Covenant Not to Sue

Releasors hereby covenant and agrees that they will not file or cause to be filed, and to the maximum extent permitted by law will not directly or indirectly aid, cooperate or assist in any action, suit, claim, complaint or proceeding of any kind or nature against Releasees arising from or relating to any matter released or compromised pursuant to this Release. In the event that Releasors shall file, cause to be filed, aid, cooperate or assist in any action, suit, claim, complaint or proceeding in violation of this Covenant Not to Sue, they hereby state and agree that: (a) this Release shall constitute a complete and total defense to any such action, suit, claim, complaint or proceeding, and that (b) they shall indemnify, save, keep, and hold the Releasees harmless for any and all loss, damages, costs or expenses incurred in connection with that action, suit, claim, complaint or proceeding, including without limitation reasonable attorneys' fees and expenses.

13. Employment References

Plaintiff shall direct all employment inquiries or reference checks by any prospective employers to the Deputy Superintendent. The DISTRICT and Plaintiff agree that except to the extent that the DISTRICT is required by law to provide additional information, the District shall provide the following neutral reference: PLAINTIFF's dates of employment, final salary, position(s) held, and his effective resignation date.

If a prospective employer voluntarily contacts the DISTRICT for a job reference regarding Plaintiff without PLAINTIFF's knowledge, the District will refer the request to the Deputy Superintendent, who will provide only the information outlined in Paragraph 3(A).

A notice to this effect will be added to PLAINTIFF's official personnel file directing HR Plaintiffs to immediately refer any employment inquiries or reference checks to the Deputy Superintendent. It is the intent of the parties that a reference to a prospective employer will not contain any negative information or negative inference about Plaintiff.

The DISTRICT shall not accept responsibility for inquiries referred by Plaintiff to any other DISTRICT employees, officers, Board members, or agents.

14. Non-Admission of Liability

The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability or wrongdoing by the Plaintiff or Defendants, or the DISTRICT's Board of Education, employees, students, or witnesses, both potential and prospective, or any agents, representatives, attorneys, successors, or assigns of any Party.

15. No Assignment Of Claims

The Parties each represent and warrant to one another that other than Plaintiff's disclosed assignment of his Claims to the Trust, the Parties have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, chose in action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein covered by this Agreement, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

Releasors warrant and agree that Releasees and their insurers, including but not limited to Northern California Regional Liability Excess Fund, are not responsible in any way for the administration of the Trust and/or any disbursement of trust funds to Plaintiff. Releasors further warrant that if any conflict or disagreement should arise between Plaintiff and the Trust, or relating to disbursement of any trust funds, Releasors warrant and agree to hold harmless Releasees and their insurers, including but not limited to Northern California Regional Liability Excess Fund.

16. Non-Waivable Claims

The Parties understand and acknowledge that certain types of legal claims or entitlements may not lawfully be waived. Notwithstanding that fact, it is the desire and intent of the parties that this Release be interpreted, construed and applied to encompass, extinguish and release all possible claims by Plaintiff to the maximum extent permitted by law and, toward that end, Releasors state and agree that their Release of All Claims, Covenant Not to Sue, and Release of Unknown Claims shall be interpreted, construed and applied as fully, broadly and comprehensively as allowed by law.

17. Responsibility for Liens

Releasors are responsible for satisfaction of and will indemnify and save harmless the Releasees from any and every claim, demand, lien, right or cause of action of any kind or character, whether for medical expenses, attorneys' fees or otherwise, incurred by Plaintiff arising from the matters released herein which may ever be asserted against said parties concerning this matter.

18. Non-Precedential Agreement

The parties intend and agree that this Release shall be particular to Releasors only and shall be non-precedential with respect to any other employees or any other claims, complaints, grievances or other proceedings involving Releasees.

19. Entire Agreement

This Release constitutes the entire understanding and agreement between the parties. All understandings, agreements, statements and representations, express or implied, oral or written, between the parties are contained and merged herein. No other agreements, covenants, statements or representations, express or implied, oral or written, have been made by or between the parties to the Release concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

20. Understanding the Release

This Release is freely and voluntarily entered into, with the independent advice of each party's attorneys or the parties having knowingly and voluntarily foregone the opportunity for such advice. The Parties represent and agree that they have read and discussed this Release with their respective counsel, or have knowingly and voluntarily foregone the opportunity to do so, that they fully understand its terms, ramifications and effects and that they freely accept the same.

21. Headings

The captions and headings contained herein are intended for convenience of reference only and shall not alter or affect the meaning or interpretation of this Release or the rights or obligations of the parties.

22. Counterparts

This Release may be executed in one or more counterparts, each of which shall be deemed to be an original. Photocopies, facsimiles, and signatures transmitted electronically or by facsimile shall be as valid and binding as an original.

23. Construction, Governing Law, Consent to Jurisdiction and Venue

This Release is entered into and its construction and performance governed by the laws of the State of California and the United States of America, without regard to principles of conflict of law. This Release shall be deemed to be one to be performed in the County of Santa Clara, California. The forum for any action arising out of or relating to this Release shall be United States District Court for the Northern District of California, San Jose Division, and the parties hereby consent to the jurisdiction of that court. This Release shall be deemed to have been drafted by all parties hereto and no rule of construction shall be applied against any party as the drafter.

24. Severable Release

In the event any term or provision of this Release shall be held invalid or unenforceable by any court, that term or provision shall be omitted from this release, but the remaining provisions of this Release shall remain in full force and effect.

25. No Waiver

Delay by either party in enforcing its rights under this Release shall not be construed as a waiver, in full or in part, by that party of any rights under this Release. No breach of any provision of this Release can be waived by any party unless such waiver is set forth in writing and signed by each party hereto. Waiver of any breach shall not be deemed to constitute a waiver of any other breach of the same or other provision of this Release.

26. Enforcement

This Agreement is specifically enforceable. The parties shall execute all documents necessary or appropriate to effectuate the terms of this Agreement. This Agreement may be pleaded as a full and complete defense to and may be used as the basis to recover damages in any action, suit or other proceeding which may be instituted, prosecuted or attempted by any party hereto in breach hereof. If any party asserts any claim against any other party to this Agreement which is determined to have been required, released or barred by this Agreement, the party asserting the claim shall pay to the party against whom it was asserted the latter party's costs, including reasonable attorneys' fees incurred in defending against the released claim, in an amount to be determined by the court.

27. Effective Date

The effective date of this Agreement shall be the date that it is executed by all Parties.

28. Allocation of Costs

Each Party to this Agreement will bear its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered in the mutual releases referenced above or which were otherwise related to the subject of this Agreement, except that attorneys' fees, expenses, and costs owed to Plaintiff's counsel shall be satisfied out of the Trust and not by Plaintiff.

29. Good Faith Settlement

The Parties stipulate, warrant, represent and agree that this Agreement has been entered into in good faith, at arm's length, without collusion, and is the product of negotiation or adverse interest among the Parties.

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have caused this Agreement to be executed and signed as of the date written hereinabove.



Dated: 11/27/26

Peter Colombo

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

Palo Alto Unified School District

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

Don Austin

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

Trent Bahadursingh

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

Lisa Hickey

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

Colombo Plaintiff Recovery Trust  
PRT Trust Committee  
Lawrence Eisenberg, Authorized Signer

28. Allocation of Costs

Each Party to this Agreement will bear its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered in the mutual releases referenced above or which were otherwise related to the subject of this Agreement, except that attorneys' fees, expenses, and costs owed to Plaintiff's counsel shall be satisfied out of the Trust and not by Plaintiff.

29. Good Faith Settlement

The Parties stipulate, warrant, represent and agree that this Agreement has been entered into in good faith, at arm's length, without collusion, and is the product of negotiation or adverse interest among the Parties.

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have caused this Agreement to be executed and signed as of the date written hereinabove.

\_\_\_\_\_  
Peter Colombo

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

\_\_\_\_\_  
Palo Alto Unified School District

Dated: 2/10/26

\_\_\_\_\_  
Dón Austin

Dated: 2/10/26

\_\_\_\_\_  
Trent Bahadursingh

Dated: 2/10/26

\_\_\_\_\_  
Lisa Hickey

Dated: 1/30/2026

\_\_\_\_\_  
Colombo Plaintiff Recovery Trust  
PRT Trust Committee  
Lawrence Eisenberg, Authorized Signer

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

28. Allocation of Costs

Each Party to this Agreement will bear its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered in the mutual releases referenced above or which were otherwise related to the subject of this Agreement, except that attorneys' fees, expenses, and costs owed to Plaintiff's counsel shall be satisfied out of the Trust and not by Plaintiff.

29. Good Faith Settlement

The Parties stipulate, warrant, represent and agree that this Agreement has been entered into in good faith, at arm's length, without collusion, and is the product of negotiation or adverse interest among the Parties.

IN WITNESS WHEREOF, the Parties hereto or their duly authorized representatives have caused this Agreement to be executed and signed as of the date written hereinabove.

\_\_\_\_\_  
Peter Colombo

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

\_\_\_\_\_  
Palo Alto Unified School District

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

\_\_\_\_\_  
Don Austin

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

\_\_\_\_\_  
Trent Bahadursingh

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

\_\_\_\_\_  
Lisa Hickey

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

Signed by: \_\_\_\_\_  
\_\_\_\_\_

Dated: 1/28/2026

Colombo Plaintiff Recovery Trust  
PRT Trust Committee  
Lawrence Eisenberg, Authorized Signer

[REDACTED]

~~Ethan Lowry~~  
Bertrand Fox Elliot Osman & Wenzel  
Attorneys for Palo Alto Unified School District  
and Lisa Hickey

Dated: February 4, 2026

[REDACTED]

Alison K. Beanum  
Clyde & Co US LLP  
Attorneys for Don Austin  
and Trent Bahadursingh

Dated: March 11, 2026

\_\_\_\_\_  
Evan C. Nelson  
Law Office of Jonathan McDougall  
Attorneys for Plaintiff

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

\_\_\_\_\_  
Eugene Elliot  
Bertrand Fox Elliot Osman & Wenzel  
Attorneys for Palo Alto Unified School District,  
Don Austin, Trent Bahadursingh, and Lisa Hickey



\_\_\_\_\_  
Evan C. Nelson  
Law Office of Jonathan McDougall  
Attorneys for Plaintiff

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

Dated: February 3, 2026

EXHIBIT A

IRREVOCABLE LETTER OF RESIGNATION

Trent Bahadursingh  
Palo Alto Unified School District  
25 Churchill Avenue  
Palo Alto, CA 94306

**Re: Irrevocable Letter of Resignation**

Dear Superintendent Bahadursingh:

By this letter, I hereby irrevocably resign from my employment with the Palo Alto Unified School District, inclusive of teaching, coaching, volunteering, and any other formal or informal involvement in any DISTRICT employment or DISTRICT-sponsored activities or events, inclusive of all such events on any DISTRICT property or school campus, effective the date indicated alongside my signature below.

DATED:

3/10/26  
to

  
\_\_\_\_\_  
Peter Colombo