

COMPROMISE AGREEMENT AND RELEASE

This Compromise Agreement and Release (Agreement and Release) is made and entered into between L and the PACIFIC GAS AND ELECTRIC COMPANY (PG&E or Company) and is made in light of the following facts:

1. L has filed an employment discrimination charge against the Pacific Gas and Electric Company before the Equal Employment Opportunity Commission and the Department of Fair Employment and Housing. The numbers assigned to Ms. L ' charge are: FEP 87-88 G5-0265se and EEOC #370 88 4097. In her charge, Ms. L alleged that PG&E discriminated her because of her sex (female) and ancestry (Hispanic) when it terminated her employment on November 4, 1987.
2. Ms. L acknowledges that PG&E has denied and continues to deny the claims she raised in her charge, but Ms. L and PG&E desire to bring said charge to a conclusion and to avoid the further incurring of costs and expenses incident to its prosecution and defense. Therefore, the parties make this Agreement and Release, expressly recognizing that the making of the Agreement and Release does not in any way constitute an admission that PG&E had engaged in any employment discrimination against Ms. L or had committed any wrongdoing whatsoever against her.
3. PG&E will pay to Ms. L Dollars (\$). It is understood by the parties to this Agreement and Release that the amount the Company will pay pursuant to this

paragraph does not represent reimbursement to Ms. L for damages she incurred attributable to lost wages, interim earnings, or other forms of taxable income. Further, it is understood that Ms. L will be responsible for any state or federal income tax liability resulting from her receipt of the sum paid pursuant to this paragraph.

4. In consideration of the payment which Ms. L will receive under paragraph 3 of this Agreement and Release, Ms. L, in behalf of herself, her heirs, estate, executors, administrators, successors, and assigns, does fully release and discharge PG&E, its officers, agents, employees, attorneys, subsidiaries, affiliated companies, successors, and assigns from all actions, causes of action, claims, judgments, obligations, damages, liabilities of whatsoever kind and character, including, but not limited to, any claims relating to Ms. L relationship with PG&E before her November 4, 1987, employment termination; her November 4, 1987, termination; and her relationship with PG&E between her November 4, 1987, termination and the date of this Agreement and Release. Ms. L represents and warrants that she has not assigned any such claim or authorized any other person or entity to assert such claim in her behalf. Further, Ms. L agrees that under this Agreement and Release, she waives any claim for damages or injunctive relief at any time after the date of this Agreement and Release because of alleged continuing effects of any allegedly wrongful acts or omissions involving PG&E which occurred on or before the date of this Agreement and Release.

5. Ms. L _____ understands and expressly agrees that this Agreement and Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Section 1542 reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.

6. In the event Ms. L _____, notwithstanding the waiver provisions under paragraphs 4 and 5 of this Agreement and Release, obtains an award or a judgment against PG&E on a claim which, in any way, relates to her employment with PG&E and its termination, Ms. L _____ understands and agrees that the amount she will receive under paragraph 3 of this Agreement and Release will be subtracted from such award or judgment.

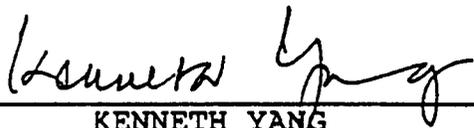
7. Ms. L _____ understands and agrees that the terms, amount, and fact of settlement shall be confidential and that such information shall not be disclosed to anyone, except as may be necessary to enforce the rights contained herein in an appropriate legal proceeding.

8. Ms. L _____ agrees that she will file all necessary papers with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing to seek dismissal of the charges identified in paragraph one of this Agreement and Release in their entirety and with prejudice.

9. Ms. L _____ further states that she has carefully

read this Agreement and Release, that she has been afforded the opportunity to review this Agreement and Release with her attorney and/or her union representative, and that she fully understands its final and binding effect, that the only promises made to her to sign this Agreement and Release are those stated herein and that she is signing this Agreement and Release voluntarily.

PACIFIC GAS AND ELECTRIC COMPANY

By 
KENNETH YANG
Attorney for Defendant
Pacific Gas and Electric Company

September 20, 1988
DATE

October 14, 1988
DATE