


FILED
SAN MATEO COUNTY

MAR - 8 2016

Clerk of the Superior Court

By 
DEPUTY CLERK

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN MATEO

10 AMBER LAUREL BAPTISTE, an individual,
11 Plaintiff,

12 v.

13 MICHAEL LEWIS GOGUEN, an individual,
14 and DOES 1 through 100 inclusive,
15 Defendants.

Case No. **CIV 537691**
Unlimited Jurisdiction

VERIFIED COMPLAINT FOR BREACH OF CONTRACT

JURY TRIAL DEMANDED

Glaser Weil

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ORIGINAL

VERIFIED COMPLAINT FOR BREACH OF CONTRACT

FAXED

NATURE OF THE CASE

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2 1. Defendant Michael Lewis Goguen (“Mr. Goguen” or “Defendant”) abused Plaintiff
3 Amber Laurel Baptiste (“Ms. Baptiste” or “Plaintiff”) sexually, physically and emotionally for over
4 13 years. When Plaintiff could no longer tolerate his behavior, Mr. Goguen signed a contract to pay
5 plaintiff \$40 million as compensation for the horrors she suffered at his hands. After paying her \$10
6 million, Mr. Goguen refused to honor the rest of his agreement. Another wrong, in a long list of
7 wrongs, that Mr. Goguen has perpetrated against Ms. Baptiste.

8 2. After successfully convincing Ms. Baptiste to drop her prospective lawsuit and
9 remain silent about the years of sexual abuse, the resulting long term physical damage, and the
10 emotional trauma suffered at the hands of Defendant, Mr. Goguen now refuses to honor the
11 remaining three payments of the Release and Personal Injury Settlement Agreement (“Settlement
12 Agreement”) he negotiated with Ms. Baptiste after convincing her to fire her own attorney and rely
13 solely on his advice and the advice of his attorneys.

14 3. Ms. Baptiste has been the victim of human trafficking since she was 15. After she
15 was brought to America and introduced to Mr. Goguen in 2001, his control over her life lasted 12
16 years. Ms. Baptiste submitted to Mr. Goguen’s constant sexual abuse, relying on his promise that
17 he would help her break free of the human traffickers who held her in perpetual debt. Ms. Baptiste
18 has suffered countless hours of forced sodomy, verbal abuse, demeaning rituals requiring her to beg
19 Mr. Goguen to masturbate on her, and Mr. Goguen’s routine demands that she use alcohol and other
20 unknown drugs to render her more pliable to his lewd requests. Mr. Goguen’s actions have had
21 serious and permanent consequences. In late 2011, Ms. Baptiste discovered that Mr. Goguen had
22 infected her with several high risk strains of the Human Papillomavirus (“HPV”), putting her at risk
23 of various cancers, including cervical cancer, which could require a hysterectomy and prevent her
24 from being able to bear children. In 2012, Ms. Baptiste underwent emergency surgery for a
25 ruptured anal canal after Mr. Goguen forcibly sodomized her and left her bleeding and alone on the
26 floor of a hotel room in a foreign country.

27 4. In 2012, when Ms. Baptiste discovered she had contracted several high-risk strains of
28 HPV and confronted Mr. Goguen, her only sexual partner at the time, he admitted that he had lied

1 when he told Ms. Baptiste that he did not have any sexually transmitted diseases. Thereafter,
2 Mr. Goguen agreed to pay Ms. Baptiste's expenses as compensation for the sexual abuse and
3 infection she contracted from him. He paid her expenses for roughly a year, until mid-2013 when
4 he refused to continue the payments. Ms. Baptiste was forced to hire an attorney and she prepared
5 to sue Mr. Goguen for the years of physical abuse, emotional trauma, and damage to her health.

6 5. When Mr. Goguen received the draft complaint, he instructed Ms. Baptiste to fire her
7 attorney or else she would not receive any money for medical care. Mr. Goguen claimed that her
8 attorney was a criminal who victimized his clients, would take vast sums of her money, and would
9 never leave her alone. Afraid of Mr. Goguen's threats, Ms. Baptiste complied with Mr. Goguen's
10 demands and fired her attorney. Without representation of her own, Ms. Baptiste relied on
11 Mr. Goguen, who used his attorneys to draft a settlement agreement.

12 6. Mr. Goguen negotiated the settlement in various pre-signed and notarized drafts to
13 Ms. Baptiste, opening and closing each e-mail with references to his "love" for her. The Settlement
14 Agreement was ultimately finalized and signed on May 23, 2014, requiring Mr. Goguen to pay \$40
15 million to Ms. Baptiste, in four equal payments of \$10 million, in exchange for Ms. Baptiste's
16 release of the claims in her contemplated personal injury lawsuit, as well as her confidentiality
17 regarding the Settlement Agreement, Mr. Goguen's abuse, their association, and the contemplated
18 lawsuit. A true and correct copy of the Settlement Agreement is attached as Exhibit A.

19 7. Mr. Goguen paid the first of the four \$10 million payments on May 30, 2014, yet
20 now he refuses to honor the remaining payments outlined in the Settlement Agreement. On or about
21 December 19, 2014, Mr. Goguen sent a letter to Ms. Baptiste refusing to make the second payment,
22 purporting to rescind the contract, and claiming the Settlement Agreement was null and void as
23 procured under extortion. Mr. Goguen now claims that Ms. Baptiste, an unrepresented and
24 unsophisticated victim of human trafficking, extorted him, a sophisticated businessman represented
25 by multiple major law firms, to enter into the Settlement Agreement, which he himself negotiated,
26 via emails in which he consistently expresses his love for her. His claims of extortion are
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contradicted by his own words. In order to induce Ms. Baptiste into entering the agreement, the date the Settlement Agreement was signed, Mr. Goguen wrote:

Right now I am not trying to accelerate your stress, I'm trying to make it go to zero. Do you understand that by having a signed settlement agreement in your hand you are in a much more powerful position no matter what happens?? In the 99.99% probability that everything goes exactly as the agreement says, you're done worrying about this forever. In the 0.01% chance that it does not, then you are in very powerful and simple position to say that I have a valid legal contract that Michael broke, and I want it enforced. It would be extremely straightforward and hard to argue with. The judge would t [sic] need to know or care about the details of the case, only that one side broke a valid agreement. Amber I know you worry about every possible scenario, but having a signed document in hand to begin with is your most powerful insurance to protect you. Please, I'm leaving the office and heading in that direction now with the documents. Tell me what you want to request (notary only, notary plus witnesses, different location, whatever).

Based on his promise and representations, Ms. Baptiste signed the Settlement Agreement.

8. Mr. Goguen's refusal to pay the remaining settlement payments is a willful breach of the Settlement Agreement and has resulted in damages in excess of \$30 million. Mr. Goguen's continuing refusal to pay the monies owed requires the enforcement of the Settlement Agreement, an award of compensatory damages, and an award of attorney's fees and costs, pursuant to the Settlement Agreement. Goguen additionally asserts that he need not pay the remainder of his obligation to Ms. Baptiste because she "contacted" him after the agreement was signed.

Mr. Goguen appears to forget that he was a willing participant in these communications. By way of example only, contrary to his assertion that he wanted nothing to do with Ms. Baptiste, Mr. Goguen sent Ms. Baptiste a text message enthusiastically setting up weekly calls with Ms. Baptiste. This text, sent over a month after the Settlement Agreement was signed, reads as follows: "Hi sweet Amber! I love the idea of checking in once a week but maybe we should pick a different day/time. My Monday partners meetings run from 7am-7pm pretty much nonstop. :(Maybe Tuesdays at 8:30?

♥♥♥♥♥♥♥♥[.]"

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THE PARTIES

9. Plaintiff Amber Laurel Baptiste is an individual who maintains her primary place of residence in Los Angeles, California.

10. Upon information and belief, Defendant Michael Lewis Goguen is an individual who maintains his primary place of residence San Mateo, California. Mr. Goguen is a sophisticated businessman, currently a Managing Partner, Venture Capitalist, and General Partner at Sequoia Capital, as well as a board member on over a dozen prominent corporations.

11. The true names and capacities of the defendants named herein as DOES 1 through 100, inclusive, are unknown to Plaintiff at the present time, and Plaintiff therefore sue such defendants by such fictitious names pursuant to the California Code of Civil Procedure §474. Plaintiff will, if necessary, amend this Complaint to allege the true names and capacities of said defendants when ascertained. Plaintiff is informed and believes and, thereon alleges, that each of such defendants is responsible in some manner for the occurrences and damages alleged herein.

12. Plaintiff is informed and believes and, on that basis alleges, that at all times herein mentioned, each defendant was acting for himself and/or itself, individually, and as the agent, employee, representative, partner and co-conspirator of each of the other defendants, individually and collectively, and in undertaking the acts, conduct, transactions and contracts herein alleged, each of the defendants was acting on its own behalf, and on behalf of the other defendants in the course and scope of such agency, employment, representation, partnership and conspiracy. Plaintiff is informed and believes, and on that basis alleges, that each defendant authorized, approved, and ratified each and every act, transaction and contract undertaken by each other defendant, and each and every act, transaction and occurrence undertaken by each defendant was perpetrated in furtherance of defendants' agency, employment, representation, partnership, and conspiracy with each other defendant.

JURISDICTION AND VENUE

13. Subject matter jurisdiction is proper in the Superior Court of California for the County of San Mateo pursuant to Article VI, Section 10 of the California Constitution.

1 14. Venue is proper in the Superior Court of California for the County of San Mateo
2 pursuant to sections 395(a), *et seq.*, of the California Code of Civil Procedure.

3 15. Pursuant to paragraph 14 of the Settlement Agreement, the "Agreement shall be
4 subject to, governed by, enforced, and construed pursuant to the laws of the State of California. . . .
5 and enforceable in the San Mateo County Superior Court in San Mateo, California."

6 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

7 **Mr. Goguen's Sexual Abuse**

8 16. Ms. Baptiste has been a victim of human trafficking from the age of 15. Treated like
9 chattel, Ms. Baptiste endured years of physical, sexual, and emotional abuse at the hands of human
10 traffickers and their customers, including Mr. Goguen. Ms. Baptiste was frequently restrained,
11 threatened with violence, kept in the dark, beaten, and starved. In 2001, Ms. Baptiste was brought
12 to America to be sold as a dancer to a strip club.

13 17. Mr. Goguen, currently a Managing Partner, Venture Capitalist, and General Partner
14 at Sequoia Capital, as well as a board member on over a dozen prominent corporations, was
15 introduced to Ms. Baptiste shortly after her arrival in the US. He met her at a strip club in Texas
16 where she was a dancer.

17 18. Mr. Goguen began contacting Ms. Baptiste repeatedly, asking her out for dinner.
18 Mr. Goguen repeatedly promised Ms. Baptiste that if she would go out with him, he would help her
19 break free of the human traffickers and he would protect her from them. Unbeknownst to
20 Ms. Baptiste, Goguen was a worse predator than the human traffickers who were keeping her in
21 bondage. Ms. Baptiste eventually relented and agreed to have dinner with Mr. Goguen. On the
22 evening of the dinner, Mr. Goguen lured Ms. Baptiste to his hotel room under the pretenses that he
23 needed to finish a few calls before dinner. Ms. Baptiste arrived at his room to find Mr. Goguen
24 nude and touching himself. He immediately cornered her and insisted that she have sex with him.
25 Ms. Baptiste told him she was a virgin and would not have sex with him. He continued pressuring
26 her, moving her hand to touch his penis and grinding against her leg. Mr. Goguen finally let her
27 leave after she broke down in tears.

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1 19. Over the next few months, Mr. Goguen continued to contact Ms. Baptiste, informing
2 her that he had divorced his ex-wife Lynne Izicki, with whom he had two children, and was now
3 single. Mr. Goguen told Amber that he wanted to be the only man in her life. Ms. Baptiste told him
4 she was not interested in being his sex slave, as her indentured servitude to the human traffickers
5 was killing her, and that she feared for her life. Mr. Goguen promised that if she would have sex
6 with him, he would help her escape from the human traffickers, protect her, and help her get an
7 education.

8 20. Later in 2001, Ms. Baptiste agreed to Mr. Goguen's "offer." Despite his sexual
9 relationship with Ms. Baptiste, Mr. Goguen remarried to a woman named Melinda Rose.
10 Mr. Goguen never informed Ms. Baptiste of his marriage, insisting that he was single and she was
11 his only sexual partner. He divorced Melinda Rose in 2006 only to marry Jordana Crisel Woodland
12 within the next year and father three children with her. Throughout this time, Mr. Goguen
13 continued his sexual relationship with Ms. Baptiste, not informing her of his marriages to Rose and
14 Woodland, or that he maintained any other sexual partners. Throughout their relationship,
15 Mr. Goguen used the alias Mark Smith to conceal his identity. Mr. Goguen and Jordana Crisel
16 Woodland were subsequently divorced.

17 21. In or around 2010, at Mr. Goguen's request, Ms. Baptiste formed two companies to
18 receive money from Mr. Goguen in exchange for Ms. Baptiste's submission to his deviant sexual
19 desires. Ms. Baptiste formed Je Ne Se Que Enterprises, LLC and a charitable organization called
20 Every Girl Counts. Mr. Goguen then wired money directly to these companies. On information and
21 belief, the money was wired to the companies so that he could write off the money as "donations"
22 and keep it hidden from his wife. This money was paid to Ms. Baptiste to cover her general living
23 expenses.

24 22. From 2001 to 2013, Mr. Goguen continually raped Ms. Baptiste and forced her into
25 unwanted sexual encounters as he required increasingly demeaning sexual acts, including forcibly
26 sodomizing Ms. Baptiste for up to 6 hours at a time. Mr. Goguen routinely forced Ms. Baptiste to
27 use alcohol and intoxicating agents to render her more pliable to his lewd demands. She frequently
28 woke up in a hotel rooms, procured by Mr. Goguen, disoriented, nauseous, and often experiencing

1 severe pain in her anal canal. Mr. Goguen would be long gone, only to call weeks later to demand
2 another meeting. As required by Mr. Goguen, Ms. Baptiste did not engage in sexual intercourse
3 with any other person during the course of her association with Mr. Goguen.

4 23. Mr. Goguen continued to dangle the prospect of helping Ms. Baptiste out of the grip
5 of the human traffickers in exchange for increasingly debasing acts. Mr. Goguen would require
6 Ms. Baptiste to grovel, refer to him as a king and an emperor, and beg him to masturbate. He would
7 then forcibly ejaculate in her mouth, causing her to choke and vomit, while telling her how
8 unworthy she was of him. The majority of their encounters involved forced sodomy with various
9 objects, often for many hours at a time. No matter how many times she cried or begged him to stop,
10 he would demean and verbally abuse her until he was finished, only to seek forgiveness weeks later
11 and repeat the cycle.

12 24. In or about June 2012, during a trip to London, Mr. Goguen forcibly sodomized
13 Ms. Baptiste for hours, eventually ripping through her anal canal and causing a 7-inch tear. He left
14 Ms. Baptiste bleeding and alone on the floor of a hotel room and left the country. Ms. Baptiste was
15 left to seek emergency medical aid alone in a foreign country, nearly hemorrhaging to death. After
16 avoiding her for months, Mr. Goguen simply gave her money for the medical bills and suggested
17 they pretend as if nothing had happened.

18 25. Throughout their "association," Mr. Goguen insisted that he had never had a sexually
19 transmitted disease ("STD") and would refuse to wear a condom. Ms. Baptiste later found out that
20 Mr. Goguen had a thirty-year history of visiting various prostitutes and having unprotected sex with
21 them. Ms. Baptiste was regularly screened for STDs and had never tested positive for HPV prior to
22 2011. In or about 2011, Ms. Baptiste's STD panel came back positive for several high-risk strains
23 of HPV. This infection put her at risk of various cancers, including cervical cancer, which could
24 require a hysterectomy and prevent her from being able to bear children. Ms. Baptiste confronted
25 Mr. Goguen about the STD and he admitted that he had known he was infected, and regularly
26 sought excision, cryosurgery, and other treatments to remove warts and lesions from his genitals.
27 Mr. Goguen told Ms. Baptiste not to worry about her infection, as he would be her only sexual
28 partner for the rest of her life. When she protested, he told her to conceal that she was infected with

1 HPV and spread it to other men. He orally agreed to pay for Ms. Baptiste's medical expenses,
2 health insurance, general expenses, and emotional injuries/damages as a result of the STD (the
3 "2012 Agreement").

4 26. In or around mid-2013, Mr. Goguen stopped paying Ms. Baptiste's bills in violation
5 of the 2012 Agreement. After Mr. Goguen's continued refusal to pay Ms. Baptiste's expenses,
6 Ms. Baptiste retained an attorney. In or around February 2014, her attorney sent Mr. Goguen a draft
7 complaint for personal injury and a demand letter for mediation.

8 27. When Mr. Goguen received the draft complaint, he instructed Ms. Baptiste to fire her
9 attorney, convincing her that the attorney was a criminal who victimized his clients, would take her
10 money, and would never leave her alone. Mr. Goguen told Ms. Baptiste that he would not negotiate
11 with her while she retained her attorney and insisted that he and his lawyers would act as her
12 attorneys. Afraid of Mr. Goguen's threats, Ms. Baptiste complied with Mr. Goguen's demands and
13 fired her attorney. Without representation of her own, Ms. Baptiste relied on Mr. Goguen, who used
14 his attorneys to draft a settlement agreement.

15 The Settlement Agreement

16 28. From February to May 2014, Mr. Goguen proposed various terms of settlement to
17 Ms. Baptiste, drafted by his attorneys. The emails from Mr. Goguen to Ms. Baptiste, containing the
18 drafts of the settlement agreement, opened and concluded with Mr. Goguen expressing his "love"
19 for her.

20 29. On or about May 23, 2014, Ms. Baptiste and Mr. Goguen entered into a valid and
21 legally enforceable Settlement Agreement that disposed of all claims asserted in Ms. Baptiste's
22 contemplated lawsuit against Mr. Goguen for claims arising out of their "personal relationship."
23 At Goguen's arrangement, the Settlement Agreement was signed and notarized.

24 30. In exchange for Ms. Baptiste's release of the claims in her contemplated lawsuit and
25 her confidentiality regarding the Settlement Agreement, Mr. Goguen's abuse, their association, and
26 the contemplated lawsuit itself, Mr. Goguen agreed to pay Ms. Baptiste the sum of \$40 million.
27 Pursuant to paragraph 1 of the Settlement Agreement, this was to be paid in four installments of \$10
28 million.

1 31. Far beyond the terms of the Settlement Agreement, Mr. Goguen made additional
2 threats to Ms. Baptiste, telling her that he would hire someone to follow her wherever she went to be
3 sure she never spoke of his abuse. He also demanded that she move out of her home and relocate to
4 another state or even another country after the agreement was signed. Ms. Baptiste followed his
5 instructions and moved out of her home.

6 32. Notwithstanding paragraph nine of the Settlement Agreement, prohibiting
7 communications between Mr. Goguen and Ms. Baptiste, Mr. Goguen continued to contact
8 Ms. Baptiste, mostly by telephone, to complain about his sexual problems with this wife and other
9 family problems.

10 **Mr. Goguen Repudiates the Settlement Agreement**

11 33. The first payment under the Settlement Agreement was due by June 1, 2014.
12 Mr. Goguen paid Ms. Baptiste the initial \$10 million.

13 34. On or about December 19, 2014, Mr. Goguen sent a letter to Ms. Baptiste refusing to
14 make the second payment, purporting to rescind the contract, and claiming the Settlement
15 Agreement was null and void as procured under extortion even though he was the only one
16 represented by counsel, he and his attorneys drafted the Settlement Agreement, and he, in writing,
17 pressured Ms. Baptiste to sign it.

18 35. Mr. Goguen's December 19, 2014 letter is a repudiation of the Settlement
19 Agreement.

20 36. The remaining payments were due on December 31, 2014, June 30, 2015, and
21 December 31, 2015. None of these payments were made. Now that Mr. Goguen is divorced from
22 Ms. Woodland, he no longer cares to follow the terms of the Settlement Agreement.

23 **FIRST CAUSE OF ACTION**

24 **(Breach of Contract – Against all Defendants)**

25 37. Plaintiff realleges and incorporates by reference each and every allegation contained
26 in paragraphs 1 through 36 above, as though fully set forth herein.

27 38. On May 23, 2014, Defendant entered into a valid and legally enforceable written
28 contact, the Settlement Agreement, whereby Mr. Goguen agreed to pay Ms. Baptiste \$40 million

1 dollars in four installments of \$10 million, in exchange for Ms. Baptiste’s release of the claims
 2 arising out of their association and her confidentiality regarding the Settlement Agreement,
 3 Mr. Goguen’s abuse, their association, and the contemplated lawsuit for personal injuries. See
 4 Exhibit A.

5 39. Pursuant to the terms of the Settlement Agreement, Mr. Goguen made the first
 6 payment of \$10 million on May 30, 2014.

7 40. Plaintiff has performed all promises, covenants, and obligations required of her
 8 pursuant to the terms of the Settlement Agreement, except as such performance may have been
 9 excused or prevented by Defendant.

10 41. Mr. Goguen materially breached the Settlement Agreement by his December 19,
 11 2014 letter, purporting to rescind the contract and informing Ms. Baptiste that he would not honor
 12 the obligation to pay the subsequent \$30 million owed under the Settlement Agreement.

13 42. Mr. Goguen materially breached the Settlement Agreement by not making the three
 14 subsequent \$10 million dollar payments on December 31, 2014, June 30, 2015, and December 31,
 15 2015.

16 43. Therefore, as a direct and proximate result of Mr. Goguen’s breach and conduct,
 17 Ms. Baptiste has suffered and continues to suffer substantial damages, including, without limitation,
 18 the outstanding \$30 million owed under the Settlement Agreement, the accrued interest thereon, and
 19 the attorney’s fees involved in the enforcement of the Settlement Agreement, pursuant to paragraph
 20 8 of the Settlement Agreement.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff requests that the Court enter judgment in her favor and against
 23 Defendants as follows:

- 24 1. For enforcement of the Settlement Agreement and payment of all sums owed in
- 25 connection with that agreement;
- 26 2. For compensatory damages according to proof at trial;
- 27 3. For reasonable attorney’s fees and costs of suit herein incurred;
- 28 4. For pre- and post-judgment interest to the maximum extent permitted by law; and

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5. For all such other relief that the Court may deem just and proper.

DATED: March 8, 2016

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

By: *Jill Basinger*
PATRICIA L. GLASER
G. JILL BASINGER
Attorneys for Plaintiff
Amber Laurel Baptiste

Glaser Weil

VERIFICATION

I have read the foregoing Verified Complaint for Breach of Contract and know its contents.

X CHECK APPLICABLE PARAGRAPH

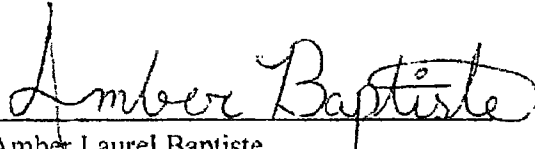
I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

I am an officer a partner _____ of _____ a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 1, 2016, at Canada.


Amber Laurel Baptiste

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RELEASE AND PERSONAL INJURY SETTLEMENT AGREEMENT

This Release and Personal Injury Settlement Agreement (Agreement) is made and entered into as of May 23, 2014, by and between AMBER LAUREL BAPTISTE (hereinafter "AMBER"), on the one hand, and MICHAEL LEWIS GOGUEN (hereinafter "MICHAEL"), on the other hand, with reference to the following facts and purposes:

A. For a period of time, AMBER and MICHAEL were involved in a personal relationship.

B. AMBER had prepared and contemplated filing a lawsuit against MICHAEL seeking monetary damages for personal injury and other claims arising from their prior relationship.

C. MICHAEL desires that all details relating to their relationship remain confidential and AMBER is willing to agree thereto.

D. By signing this Agreement neither party is making any admission regarding any wrongdoing by that party. This release and its terms pertain to a disputed claim and do not constitute an admission of liability by either party.

E. In exchange for the payment by MICHAEL set forth below, AMBER is willing to agree to keep confidential all information relating to their relationship, her contemplated

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lawsuit against MICHAEL, and relating to this Agreement, to release all claims she may have against MICHAEL for any harm or damage of any type which she may have suffered or may in the future suffer by reason of any action or inaction by MICHAEL or by reason of their interaction or relationship with each other, and to forebear from bringing any action or lawsuit or asserting any claim whatsoever against MICHAEL, on the terms set forth hereafter.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. MICHAEL shall pay AMBER the sum of \$40,000,000 as consideration for the terms of this Agreement and her release of all claims, and this consideration shall be paid in 4 payments only after this Release and Personal Injury Settlement Agreement being signed by both parties, and then according to the following payment schedule: (1) the first payment will be for \$10,000,000 and shall be paid by June 1, 2014; (2) the second payment will be for \$10,000,000 and shall be paid by December 31, 2014; (3) the third payment will be for \$10,000,000 and will be paid by June 30, 2015; and (4) the fourth and final payment will be for \$10,000,000 and shall be paid by December 31, 2015.

2. Upon the signature of this Agreement by both

 ALB  MLG

parties, AMBER shall forthwith destroy all copies and drafts of all lawsuits previously prepared or being prepared on her behalf to be filed against MICHAEL or against any of his business entities, or associations. AMBER shall cause her attorneys, agents and any other individuals who assisted with the preparation of the complaint/lawsuit to forthwith destroy all copies. In the event any lawsuit was filed by AMBER against MICHAEL, AMBER shall forthwith dismiss it with prejudice and deliver a copy of the dismissal with prejudice to MICHAEL within 48 hours after its filing with the Court.

3. AMBER, in consideration of the \$40,000,000 to be paid to her, hereby releases and absolutely discharges MICHAEL and his business entities, associations, and successors-in-interest, known or unknown, from all claims, damages, expenses, causes of action, of every kind and nature, whatsoever, at law or in equity, known or unknown, suspected or unsuspected, which AMBER ever had or now has, or may in any way arise out of anything whatsoever, from the beginning of time to the date of this Release and Personal Injury Settlement Agreement, including, without limitation, any claims for property, monetary amounts, emotional damages, personal injury, or any other relief

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arising from, or in any way relating to, their relationship or any other action or inaction by MICHAEL, and AMBER shall not bring any legal action against MICHAEL to assert any claim against him whether for property, damages, emotional damages, personal injury, or any other relief arising from, or in any way relating to, their relationship or any other action or inaction by MICHAEL or by any of MICHAEL's affiliated business entities or associations. AMBER fully releases MICHAEL from, and waives all rights she now has to any financial recovery against MICHAEL relating to, all claims, injury and/or damage which AMBER has sustained, or may sustain, as a result of the facts alleged and causes of action raised by her in any previously drafted lawsuit(s), complaint, related claims, and from any time period during which the parties co-habitated and at any other time.

4. This Agreement shall be subject to, governed by, enforced, and construed pursuant to the laws of the State of California. AMBER expressly waives all rights she has under Section 1542 of the California Civil Code, which statute provides:

"Section 1542. General Release - Claims
Extinguished. A general release does not

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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."

5. AMBER acknowledges that she may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matters of this settlement, but that it is her intention to hereby fully, finally, and forever settle and resolve all of the disputes and differences, known or unknown, suspected or unsuspected, which now exist, or heretofore have existed, between the parties. In furtherance of such intention, AMBER acknowledges that the release herein given shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any additional facts.

6. As a material inducement for MICHAEL to enter into this Agreement, AMBER and MICHAEL agree to keep

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confidential any and all information, documents, photographs, materials, correspondence, or communications (in the broadest sense) arising out of or related to: (i) any relationship between the parties, (ii) this Release and Personal Injury Settlement Agreement, including the terms and existence thereof, (iii) any lawsuits prepared or being prepared on AMBER's behalf to be filed against MICHAEL (including all drafts of any civil complaints and documents and correspondence referencing same); and (iv) the personal life of the other party and all of her/his personal and financial information which was learned or obtained in the course of the parties' relationship. Neither party shall directly or indirectly disclose, discuss, publish or disseminate any such information to any person or entity, including without limitation, friends, family members, any media outlet, print or electronic media, Internet social networks, or any other means of publication by any means whatsoever, forever and for all time.

7. MICHAEL specifically bargained for the confidentiality provisions in this Agreement and without them he would not have agreed to pay any amount of consideration to AMBER. Any breach of the confidentiality provisions in this

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Agreement will be a material breach of the entire Agreement and, in which case, it would be impracticable or extremely difficult at this time to fix the actual dollar amount of damages to MICHAEL. Therefore, the parties agree that, in the event AMBER violates any of the terms of this Agreement and if MICHAEL is required to pursue legal action to obtain said damages or to enforce this Agreement, AMBER shall be responsible for all of the attorneys' fees and costs incurred by MICHAEL in enforcing the terms of this AGREEMENT, including obtaining any restraining orders reasonably necessary to prevent any further breaches or dissemination of information. AMBER waives her right to oppose any such restraining orders.

8. AMBER specifically bargained for the confidentiality provisions in this Agreement and without them she would not have agreed this Agreement. Any breach of the confidentiality provisions in this Agreement will be a material breach of the entire Agreement and, in which case, it would be impracticable or extremely difficult at this time to fix the actual dollar amount of damages to AMBER. Therefore, the parties agree that, in the event MICHAEL violates any of the terms of this Agreement and if AMBER is required to pursue legal

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action to obtain said damages or to enforce this Agreement, MICHAEL shall be responsible for all of the attorneys' fees and costs incurred by AMBER in enforcing the terms of this AGREEMENT, including obtaining any restraining orders reasonably necessary to prevent any further breaches or dissemination of information. MICHAEL waives his right to oppose any such restraining orders.

9. MICHAEL and AMBER agree to cease all communications between them hereafter, with the exception of communications pertaining directly to the implementation of this Agreement.

10. MICHAEL agrees hereafter not to purchase any residential real estate for himself and/or his current spouse within 25 miles of the city of New York, New York, as measured from its outer perimeter.

11. This Release and Personal Injury Settlement Agreement and the settlement reached herein represent the entire agreement between the parties with respect to the subject matter hereof, and may be amended only by an agreement in writing executed by all the parties hereto. All earlier understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. There have been no promises,

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representations, or agreements by either party to the other, oral or written, of any character or nature, except as set forth herein.

12. AMBER acknowledges she has been advised to seek independent counsel to advise her in connection with the making of this Agreement and her rights under California law, and she has had a sufficient opportunity to seek all the counsel and advice she wants or needs to understand, and willingly enter into this Agreement. AMBER acknowledges that she is entering into this Agreement voluntarily, of her own free will, and free of any duress or pressure of any kind. AMBER further acknowledges that she fully and completely understands this Agreement and its legal consequences.

13. This Release and Personal Injury Settlement Agreement is and shall be binding and shall inure to the benefit of the predecessors, successors, and assigns of each of the parties.

14. The parties hereto intend and agree that this Agreement shall be subject to, governed by, enforced, and construed pursuant to the laws of the State of California. In the event that any provision of this Agreement is held to be

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ineffective or invalid, the remaining provisions will nevertheless be given full force and effect and enforceable in the San Mateo County Superior Court in San Mateo, California.


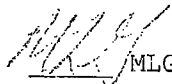
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WHEREFORE, the parties have entered into this Release and Personal Injury Settlement Agreement and agree to all terms and conditions as contained herein.

Dated: May 23, 2014


AMBER LAUREL BAPTISTE

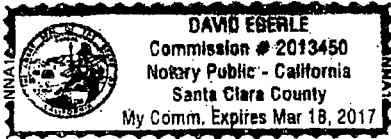
Dated: May 23, 2014

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State of California)
County of San Mateo)

On May 23, 2014, before me, David Eberle, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michael Lewis Goguen
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature David Eberle
Signature of Notary Public

Place Notary Seal Above

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State of California

County of Santa Mateo)

On May 23, 2014 before me, David Eberle, Notary Public
Date Here Insert Name and Title of the Officer

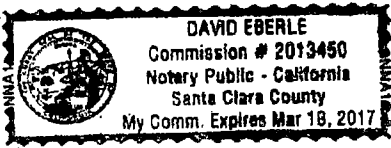
personally appeared Amber Laurel Baptiste
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature David Eberle
Signature of Notary Public



Place Notary Seal Above

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