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CITY OF LOS ANGELES*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN
RIGHTS, *et al.*,

Plaintiffs,

v.

CITY OF LOS ANGELES, *et al.*,

Defendants.

CASE NO. 2:20-CV-02291-DOC-KES

Assigned to Judge David O. Carter

**FULLY EXECUTED [PROPOSED]
STIPULATED ORDER OF
DISMISSAL AS TO DEFENDANT
CITY OF LOS ANGELES ONLY
[Fed. R. Civ. P. 41(a)(2)]**

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1 On March 10, 2020, Plaintiff LA Alliance for Human Rights, *et al.* filed the
2 above-captioned against the City of Los Angeles (“City”) and the County of Los
3 Angeles (“County”) [ECF No. 1]. On November 1, 2021, Plaintiffs LA Alliance for
4 Human Rights, Joseph Burk, Harry Tashdjian, Wenzial Jarrell, Karen Pinsky, Charles
5 Malow, Charles van Scoy, George Frem, Gary Whitter, and Leandro Suarez
6 (collectively “Plaintiffs”) filed a First Amended and Supplemental Complaint against
7 the City and the County (“FASC”) [ECF No. 361].

8 In the FASC, Plaintiffs alleged thirteen separate claims for relief concerning
9 the City and County’s handling of the homelessness crisis, and contended the City
10 and County violated, among other things, the Due Process and Equal Protection
11 Clauses of the United State Constitution, the State Created Danger doctrine, state and
12 federal disability laws, were negligent, created nuisances, and engaged in inverse
13 condemnation and takings of real property. *Id.* The City and County each separately
14 filed a motion to dismiss the FASC [ECF No. 369, 370], which were taken under
15 submission on January 24, 2022, and all parties were Ordered to participate in a
16 mediation [ECF Nos. 388, 391].

17 Following extensive discussions and multiple mediation sessions, Plaintiffs¹
18 and the City reached a settlement resolving the disputed claims in this Action as to
19 the City only. A copy of the executed Settlement Agreement between Plaintiffs and
20 the City (“Settlement Agreement”) is attached hereto as Exhibit 1, the terms of which
21 are expressly incorporated herein by reference.

22 NOW THEREFORE, pursuant to Federal Rule of Civil Procedure 41(a)(2), and
23 good cause appearing therefore, the Court HEREBY ORDERS AND DECREES the
24 following:

25 1. The Court expressly incorporates all of the terms of the Settlement
26 Agreement, attached as Exhibit 1, into this Order.

27 _____
28 ¹ Plaintiff Gary Whitter is not participating in this agreement.

1 2. The Court expressly retains exclusive jurisdiction for a period of five (5)
2 years from the date of this Order to enforce the Settlement Agreement, and to resolve
3 any future disputes regarding interpretation, performance, or enforcement of the
4 Agreement. See *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381 (1994);
5 *Flanagan v. Arnaiz*, 143 F.3d 540, 544 (9th Cir. 1998).

6 3. Except as expressly provided otherwise in the Settlement Agreement,
7 Plaintiffs and the City shall bear their own fees and costs in this Action.

8 4. Plaintiffs' claims against the City only, as alleged in the First Amended
9 and Supplemental Complaint are hereby dismissed with prejudice as to the City only.
10 This Action shall proceed against the County and no claims alleged by Plaintiff Gary
11 Whitter are dismissed by this Order.

12
13 IT IS SO ORDERED.

14
15 Dated: May ____ 2022

16 Hon. David O. Carter,
17 United States District Judge
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1 APPROVED AS TO FORM.

2 DATED: May 24, 2022 Respectfully submitted,

3
4 /s/ Elizabeth A. Mitchell
SPERTUS, LANDES & UMHOFFER, LLP
5 Matthew Donald Umhofer
Elizabeth A. Mitchell
6 *Attorneys for Plaintiffs*

7 DATED: May 24, 2022 MICHAEL N. FEUER, City Attorney
8 SCOTT MARCUS, Chief Assistant City Attorney
ARLENE N. HOANG, Deputy City Attorney
9 JESSICA MARIANI, Deputy City Attorney
RYAN SALSIG, Deputy City Attorney

10
11 By: /s/ Scott Marcus
12 Scott Marcus, Chief Assistant City Attorney
Counsel for Defendant City of Los Angeles

13 Pursuant to L.R. 5-4.3.4(a)(2)(i), all other signatories listed, and on whose behalf the
14 filing is submitted, concur in the filing's content and have authorized the filing.
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Exhibit 1

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the following Parties:

- 1) Plaintiffs LA Alliance for Human Rights, Joseph Burk, Harry Tashdjian, Wenzial Jarrell, Karyn Pinsky, Charles Malow, Charles Van Scoy, George Frem, and Leandro Suarez (“Plaintiffs”); and
- 2) Defendant City of Los Angeles (“City”).

RECITALS

WHEREAS, Plaintiffs filed a Complaint on March 10, 2020 in the Central District of California, Case No. Case 2:20-cv-02291-DOC-KES (the “Action”) naming the City and the County of Los Angeles (the “County”) as co-defendants in fourteen separate claims, including three that allege violations of 42 U.S.C. § 1983, concerning the City and County’s handling of the homelessness crisis, and contended the City and County violated, among other things, the Due Process and Equal Protection Clauses of the United State Constitution, the State Created Danger doctrine, state and federal disability laws, were negligent, created or maintained nuisances, and engaged in inverse condemnation and takings of real property;

WHEREAS, the City expressly denies all claims alleged in the Action (and did so via a motion to dismiss), and further denies that the City and any of its officers, employees, or agents violated any laws, committed any wrongful acts or omissions, or are liable to the Plaintiffs as alleged in the Action;

WHEREAS, on April 20, 2021, the District Court entered a preliminary injunction against the City and County, ordering, among other things, the City to escrow \$1 billion, cease any sales, transfers or leases of City-owned properties, shelter all residents of Skid Row, and prepare numerous audits and reports;

WHEREAS, on October 15, 2021, the United States Court of Appeals for the Ninth Circuit vacated the injunction issued by the District Court;

1 WHEREAS, on November 1, 2021, Plaintiffs filed a First Amended and
2 Supplemental Complaint, the allegations and claims within which the City also
3 expressly denies, and has filed a motion to dismiss them;

4 WHEREAS, the Plaintiffs and the City desire to fully and finally
5 compromise and settle all claims arising out of or relating to all matters alleged or
6 that could have been alleged in the Action with respect to the Parties, without any
7 admission of fault, liability, or wrongdoing, in the interests of avoiding the
8 additional expense and the inherent uncertainties of protracted litigation upon the
9 terms and conditions set forth in this Agreement; and

10 WHEREAS, the purpose of this Agreement is to substantially increase the
11 number of housing and shelter opportunities in the City of Los Angeles, and to
12 address the needs of everyone who shares public spaces and rights of way in the
13 City of Los Angeles, including both housed and unhoused Angelenos, to achieve
14 a substantial and meaningful reduction in unsheltered homelessness in the City of
15 Los Angeles.

16 **TERMS**

17 **1. Definitions**

18 1.1. **Agreement.** The term “Agreement” as used herein shall refer to this
19 Settlement Agreement and all associated documents, including all necessary
20 orders and stipulations referred to herein.

21 1.2. **LAHSA.** “LAHSA” as used herein shall mean and refer to the Los
22 Angeles Homeless Services Authority.

23 1.3. **PEH.** “PEH” as used herein shall mean persons experiencing
24 homelessness.

25 1.4. **City Shelter Appropriate.** The term “City Shelter Appropriate” as
26 used herein shall include any PEH within the City whom the City can reasonably
27 assist, meaning the individual:

28 (A) does not have a severe mental illness, and/or

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1 (B) is not chronically homeless and has
2 (i) a substance use disorder, or
3 (ii) a chronic physical illness or disability requiring the
4 need for professional medical care and support,
5 such that the individual (a) is unable to perform activities of
6 daily living, including bathing, dressing, grooming, toileting,
7 transferring between bed and chair, and feeding oneself,
8 and/or (b) lacks medical and/or mental health care decision-
9 making capacity, and/or (c) is a danger to themselves or
10 others.

11 PEH who meet the definition of City Shelter Appropriate are typically, but
12 not always, those with low- or medium-acuity needs according to accepted
13 industry standards, including, but not limited to, through the use of an assessment
14 tool, such as the Vulnerability Index-Service Prioritization Decision Assistance
15 Tool (VI-SPDAT) or other similar assessment tool such as the CES Survey
16 Packet or Next Step Tool as evaluated by a qualified outreach or clinical staff
17 member.

18 The City will use its best efforts to engage the appropriate County entity,
19 including, but not limited to, the Department of Mental Health (DMH),
20 Department of Health Services (DHS), Department of Public Social Services
21 (DPSS), or Department of Public Health (DPH), for intervention, treatment,
22 services, and/or housing as appropriate for PEH who are not City Shelter
23 Appropriate.

24 Moreover, the fact that an individual meets the criteria of “high acuity”
25 according to accepted industry standards, has a severe mental illness, substance
26 use disorder, chronic physical illness or disability, or otherwise is not included in
27 the definition of City Shelter Appropriate, will not preclude the City from making
28

an offer of shelter or housing to that individual if the City can reasonably assist that individual.

1.5. Parties. The word “Parties” as used herein shall refer only to the parties to this Agreement, specifically the City of Los Angeles and Plaintiffs. The word “Parties” shall not refer to any individual or entity that is not a party to this agreement. The County of Los Angeles and Intervenor are not Parties to this Agreement at this time, but may be added with written consent from the Parties.

1.6. Required Number. The term “Required Number” as used herein is the number of housing or shelter solutions which is equal to the shelter and/or housing capacity needed to accommodate sixty percent (60%) of unsheltered City Shelter Appropriate PEH in the City based on LAHSA’s 2022 Point in Time (PIT) Count.¹

2. Term and Continuing Jurisdiction

The Parties agree that the duration of the Agreement shall be five (5) years, during which point the Court shall have continuing jurisdiction to oversee and enforce this Settlement Agreement. The obligations of the Parties in the remaining sections of this Agreement, and the releases contained herein, shall become effective and operative on the date(s) on which the respective Order approving this Agreement and dismissing the Action (“Order”) is fully executed and entered by the Court, and shall be contingent upon the Court’s executing and entry of the Order. The Parties acknowledge that the Court may, in its sole discretion, appoint one or more Special Masters to assist the Court in overseeing and enforcing this Agreement. If the Order is not executed and entered, this

¹ LAHSA’s 2022 PIT Count is still in progress. Once the 2022 PIT Count is confirmed by LAHSA and released, Defendant City will calculate the number of housing and shelter solutions needed to accommodate 60% of unsheltered City Shelter Appropriate PEH in the City and submit a report setting forth the Required Number under Section 2 and Milestones and Deadlines under Section 4. The Parties may submit a revised Agreement that includes the specific Required Number and Milestones and Deadlines.

Agreement shall not become operative, and this litigation shall continue as if the proposed Agreement and its terms never existed.

3. Housing and Shelter for City Shelter Appropriate Individuals

3.1. The City agrees to create a Required Number of housing or shelter solutions, which is equal to, but (in the City's discretion) may be greater than, the shelter and/or housing capacity needed to accommodate sixty percent (60%) of unsheltered City Shelter Appropriate PEH within the City based on LAHSA's 2022 Point in Time count.

3.2. Subject to Constitutional requirements and legal mandates, the City may choose, at its sole discretion, any housing or shelter solution, including but not limited to tiny homes, shared housing, purchased or master-leased apartments, hotels/motels, or other buildings, congregate shelters, permanent supportive housing, rental assistance/rapid rehousing, family reunification, sprung structures or tents, safe parking, safe sleeping/camping, affordable housing, and interim housing (including A Bridge Home beds), as long as the Milestones are met. The housing or shelter solutions may be government- and/or privately-funded as long as each offer is adequate for the individual.

Accommodations shall be made for those who qualify as disabled under the Americans with Disabilities Act.

3.3. City agrees to implement an approach of equitably distributing housing and shelter solutions throughout the City. The Required Number and 60% threshold is the minimum required by the Agreement, and the City is encouraged to and may provide (at its sole discretion) incentives and/or benefits for Council Districts that create more housing or shelter solutions beyond those required to accommodate 60% of the City Shelter Appropriate PEH in their district.

1 **4. Street Engagement**

2 4.1. City will continue to offer shelter or housing to City Shelter
3 Appropriate PEH within the City and enforce public space regulations and health
4 and safety laws consistent with its own protocol (Street Engagement Strategy)
5 and constitutional requirements. No enforcement of public space regulations
6 shall be taken against any individual unless that individual has first been offered
7 an opportunity for housing or shelter or to relocate consistent with applicable
8 laws. City reserves the right, in its sole discretion, to revise or amend its Street
9 Engagement Strategy, Los Angeles Municipal Code 41.18, or any similar
10 ordinance, regulation, or protocol consistent with applicable constitutional
11 requirements and is consistent with and meets the requirements of terms of this
12 Agreement.

13 4.2. Council District-wide Engagement

14 Once there are sufficient shelter or housing solutions to accommodate 60%
15 of unsheltered City Shelter Appropriate PEH in a Council District as determined
16 by the Required Number, the City, in its sole discretion, may implement and
17 enforce public space regulations and ordinances within that entire Council
18 District as to those individuals who refuse an offer of shelter or housing and/or
19 decline to move to an alternative location where they may legally reside. The
20 City must provide notice to the Plaintiffs of its intention to implement and
21 enforce District-wide. If a Party to this Agreement files a written objection with
22 the Court (or Special Master, if one is appointed by the Court for this purpose)
23 within five court days of the notice, the Court (or Special Master) shall schedule
24 a status conference to take place within court two days, or as soon as is
25 practicable, to resolve the objection. If no objection is filed, or if the Court (or
26 Special Master) resolves the objection in favor of the City, City may implement
27 and enforce public space regulations and ordinances throughout that District
28 consistent with this Agreement. Even after the City creates adequate and

1 appropriate housing and shelter opportunities for 60% of unsheltered City Shelter
2 Appropriate PEH in a Council District, no enforcement action shall be taken
3 against any individual suspected of violating a public space regulation or
4 ordinance unless that individual has first been offered adequate and appropriate
5 shelter or housing and/or to relocate to an alternative location consistent with
6 applicable laws and this Agreement, except for time/manner/place regulations
7 (such as LAMC 41.18 or similar ordinances) which may be enforced immediately
8 and without such notice at any time.

9 4.3. City-wide Engagement

10 Once there are sufficient shelter or housing solutions to accommodate 60%
11 of unsheltered City Shelter Appropriate PEH in the City as determined by the
12 Required Number, the City, in its sole discretion, may implement and enforce
13 public space regulations and ordinances throughout the City as to individuals
14 who decline an offer of shelter or housing and/or decline to move to an
15 alternative location where they may legally reside. The City must provide notice
16 to the Plaintiffs of its intention to implement and enforce City-wide. If any Party
17 to this Agreement files a written objection with the Court (or Special Master, if
18 one is appointed by the Court for this purpose) within five court days of the
19 notice, the Court (or Special Master) shall schedule a status conference to take
20 place within two court days, or as soon as is practicable, to resolve the objection.
21 If no objection is filed, or if the Court (or Special Master) resolves the objection
22 in favor of City, City may implement and enforce public space regulations and
23 ordinances throughout the City, consistent with this Agreement. Even after the
24 City creates adequate and appropriate housing and shelter opportunities for 60%
25 of the number of unsheltered City Shelter Appropriate PEH within the City, no
26 enforcement action shall be taken against any individual suspected of violating a
27 public space regulation or ordinance unless that individual has first been offered
28 adequate and appropriate shelter or housing and/or to relocate to an alternative

1 location consistent with applicable laws and this Agreement, except for
2 time/manner/place regulations (such as LAMC 41.18 or similar ordinances)
3 which may be enforced immediately and without such notice at any time.

4 4.4. Nothing in this Agreement shall prohibit or prevent the City from
5 enforcing laws otherwise applicable in the City that are not inconsistent with this
6 Agreement.

7 **5. Milestones and Deadlines**

8 5.1. Within 30 days from the date information from the 2022 PIT Count
9 is confirmed by LAHSA and released, the City will calculate the Required
10 Number and provide its calculation with the Plaintiffs. The Parties agree to meet
11 and confer in good faith to resolve any objections to the calculation of the
12 Required Number raised by Plaintiffs. Any objection that cannot be resolved by
13 the Parties may be heard by the Court if necessary.

14 5.2. Thereafter the City will create plans and develop milestones and
15 deadlines for: (i) the City's creation of shelter and housing solutions to
16 accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH
17 in each Council District as determined by the Required Number; (ii) the City's
18 plan for encampment engagement, cleaning, and reduction in each Council
19 District; (iii) the City's creation of shelter and/or housing to accommodate a
20 minimum of 60% of unsheltered City Shelter Appropriate PEH in the City as
21 determined by the Required Number; and (iv) the City's plan for encampment
22 engagement, cleaning, and reduction in the City. The City will provide the plans,
23 milestones and deadlines to Plaintiffs, and the City and Plaintiffs agree to work
24 together in good faith to resolve any concerns or disputes about the plans,
25 milestones, and deadlines, and will consult with the Court for resolution, if
26 necessary. The City will provide a report setting forth the milestones and
27 deadlines. The Parties agree the City will promptly employ its best efforts to
28 comply with established plans, milestones, and deadlines.

1 **6. Street Engagement Dispute Resolution Process**

2 The Parties agree to design, in conjunction with the Court and/or Special
3 Master, a dispute resolution process for individuals who are subject to the City's
4 Street Engagement Strategy in connection with the City's performance of this
5 Agreement, pursuant to paragraph 4.

6 **7. Status Updates**

7 7.1. The City will provide quarterly status updates to the Court regarding
8 its progress with this Agreement, including the number of housing or shelter
9 opportunities created or otherwise obtained, the number of beds or opportunities
10 offered, and the number of beds or opportunities currently available in each
11 Council District. The City will work with LAHSA to include in the quarterly
12 status updates, to the extent possible: the number of PEH engaged, the number of
13 PEH who have accepted offers of shelter or housing, the number of PEH who
14 have rejected offers of shelter or housing and why offers were rejected, and the
15 number of encampments in each Council District.

16 7.2. The Parties will engage a mutually agreed-upon third party to
17 provide data collection, analysis, comments, and regular public reports on the
18 City's compliance with the terms of this Agreement. The City shall be
19 responsible for paying all fees, if any, or for obtaining grants or other private
20 funding, if needed.

21 **8. Funding**

22 8.1. Funding of housing and shelter opportunities created by the City
23 shall be at the City's sole discretion. The City agrees to: (i) Petition county, state,
24 and federal government for additional funding, as may be available; (ii) Consider
25 expediting public/private partnerships that utilize private capital and which
26 require no up-front costs to the City; and (iii) Consider other possible funding
27 mechanisms to pay for future housing or shelter, facilities, and services solutions
28 for PEH.

8.2. In the event of fires, floods, earthquakes, epidemics, quarantine restrictions, or other natural catastrophic occurrences; terrorist acts, insurrections or other large scale civil disturbances; or any local or fiscal emergency declared by the Mayor of Los Angeles and the Los Angeles City Council under the authority vested in them by the Los Angeles City Charter and Los Angeles Administrative Code (or other applicable ordinances, resolutions, or laws), the obligations of the City as set forth in Sections 3, 4, and 5 of this Agreement shall be paused, and the Parties agree to meet and confer on any necessary and appropriate amendments to those obligations.

9. County Obligations

The Parties agree that Defendant County of Los Angeles, who is not a party to this Agreement, is obligated to provide certain services to all PEH in the County, including PEH located within the City. The Parties agree to cooperate in ensuring the County meets its obligations to provide adequate services to PEH within the City, and in fostering County-developed or County-funded housing, shelters, and treatment services for PEH who are not City Shelter Appropriate. These County responsibilities include, but are not limited to:

- Funding and providing wrap-around and supportive services² for PEH in housing or shelter established by the City. Supportive services funded and provided by the County will include, but not be limited to, Department of Mental Health, Department of Health Services, Department of Public Health, and Department of Public Social Services, for intervention, services, and housing, as appropriate;

² “Supportive services” as used herein refers to mental health and substance use disorder treatment, and other services, including mainstream services, which are traditionally funded by the County of Los Angeles. City agrees to ensure each project will include case management, housing placement services, and homelessness reduction assistance or will work with appropriate agencies to do so.

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- Providing housing and treatment services for all unsheltered PEH within the City who are not City Shelter Appropriate;
- Providing and funding the Intensive Case Management Services (ICMS) and integrated health services necessary to ensure appropriate medical, mental health, substance use, and other services and treatment for permanent supportive units financed by the City;
- Requiring that permanent supportive housing (PSH) placements into units within City limits will prioritize PEH that are homeless in the City first (consistent with applicable constitutional and statutory laws), including units funded and operated by the County if they are within City limits;
- Increasing to at least 34 (from 22; numbers based on what is currently required and could be subject to change after the 2022 PIT Count results are released and analyzed) the number of Multi-Disciplinary Teams (MDTs) dedicated to conducting outreach exclusively in the City, allocating at least 1 team per Council District, coordinated by the City's outreach staff in the Office of the City Administrative Officer (CAO) and/or the Unified Homelessness Response Center (UHRC);
- Increasing to at least 10 (from 5.5; numbers based on what is currently required and could be subject to change after the 2022 PIT Count results are released and analyzed) the number of Homeless Outreach and Mobile Engagement (HOME) teams dedicated to conducting outreach exclusively in the City, allocating at least 1 team per two Council Districts, coordinated by the CAO and/or UHRC;
- Requiring outreach teams (including the increased number of teams referenced above) have direct access to sufficient County-funded licensed and unlicensed high service need beds necessary to provide housing and treatment services for PEH in the City, and require that

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these beds will either be exclusively for use by, or prioritize use by, PEH in the City. In order to effectuate this access, the County will, in collaboration with LAHSA, County departments, and other relevant agencies and partners, establish a centralized, County-wide bed management system that is inclusive of all types of shelter, housing, and care beds, and which will identify specific, available, and appropriate high service need beds for PEH in the City;

- Requiring a minimum of 50 mental health beds per 100,000 people in the County, or more as necessary to ensure access to inpatient treatment for PEH in the City and to prevent mentally ill individuals from falling into homelessness due to lack of available inpatient treatment;
- Increasing the number of high acuity public health (SUD/detox/drug rehabilitation) beds to specified level, and priority access for PEH regardless of the availability of insurance coverage;
- Providing City-directed outreach teams with direct access to Department of Mental Health, Department of Health Services, Department of Public Social Services, and Department of Public Health during outreach and other Street Engagement Strategy activities;
- Identify and make available sufficient County-owned land to other County jurisdictions, including City, for homeless housing on a \$1 per year lease and allowing by right development; and
- Securing County commitment to prevention of inflow of new PEH in the City of Los Angeles, including commitment to registering individuals for SSI and Social Security, and other local (e.g., General Relief), state, and federal entitlement programs.

10. Affordable Housing

The Parties agree to cooperate to identify and reduce barriers to building more affordable housing.

1 **11. No Third Party Beneficiaries**

2 Notwithstanding anything in this Agreement to the contrary, there are no
3 intended third-party beneficiaries that may assert rights or defenses under this
4 Agreement, except the Parties to this Agreement.

5 **12. Modification By Judicial Action**

6 If a court issues an order or judgment regarding the constitutionality of, or
7 the City's ability to enforce, any law, code, ordinance, or regulation governing
8 public spaces in the City (including but not limited to LAMC § 41.18), or any
9 other part of this Agreement, and that order or judgment conflicts with or is
10 inconsistent with any part of the terms of this Agreement, the Parties agree that
11 the conflicting or inconsistent part(s) of this Agreement shall no longer be in
12 effect, but all other terms of this Agreement that are not inconsistent with the
13 order or judgment shall still remain in effect. In the event a Party asserts that an
14 order or judgment conflicts with or is inconsistent with a part of this Agreement,
15 the Party shall notify the other Parties in writing. If the Parties disagree as to
16 whether a conflict or inconsistency exists, the question of whether a conflict or
17 inconsistency exists shall be resolved according to Section 24 of this Agreement.

18 **13. Releases and Waiver of California Civil Code Section 1542**

19 13.1. The undersigned Plaintiffs to this Agreement, each on behalf of
20 themselves, and their respective heirs, spouses, trustees, successors, assigns,
21 agents, representatives, attorneys, employees, officers, directors, shareholders,
22 members, managers, principals, partners, insurers, and predecessors do hereby
23 forever release, acquit, and discharge the City and all of its boards, bureaus,
24 departments, elected and appointed officials, administrators, officers, agents,
25 employees, and all persons that acted on behalf of the City (collectively the "City
26 Released Parties") from any and all claims, demands, actions, causes of action,
27 suits, covenants, settlements, contracts, agreements, and liabilities for personal
28 injuries, property damage, loss, cost or expense of every nature whatsoever,

1 whether known or unknown, contingent or otherwise, at law or in equity, and
2 whether or not expected to exist which the undersigned Plaintiffs to this
3 Agreement had, have, or may have against the City Released Parties, and each of
4 them, that arise out of or are related to the Action, and any allegations, events,
5 transactions or occurrences that were alleged or that could have been alleged
6 therein (the "City Released Claims").

7 Nothing in this release and waiver is intended to include Plaintiffs' claims
8 against the County, including for attorneys' fees, which Plaintiffs will continue to
9 litigate against the County to judgment or settlement consistent with the terms of
10 this Agreement.

11 13.2. Plaintiffs acknowledge that they are familiar with the provisions of
12 California Civil Code section 1542 and, except as otherwise provided herein,
13 expressly waive and relinquish any and all rights or benefits that they may have
14 under said section to the fullest extent permitted by law concerning any matters
15 relating to the Parties' Actions.

16 California Civil Code section 1542 states:

17 **A general release does not extend to claims that the**
18 **creditor or releasing party does not know or suspect**
19 **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.

20 Plaintiffs declare that they understand the full nature, extent and import of
21 section 1542 of the California Civil Code and have been so advised by their
22 attorneys.

23 13.3. Plaintiffs warrant and represent that they have made no assignment,
24 and will make no assignment, of any claim, chose in action, right of action, or
25 any right, of any kind whatsoever, within the scope of the City Released Claims,
26 and that no other person or entity of any kind had or has any interest in any of the
27 demands, obligations, actions, causes of action, debts, liabilities, rights, contracts,
28

1 damages, attorneys' fees, costs, expenses, losses, or claims within the scope of the
2 City Released Claims.

3 **14. Dismissal of the Action**

4 Upon approval of this Agreement by the City Council and Mayor, which
5 approvals are required for this Agreement to be final and binding, and after
6 execution of this Agreement by all Parties and their respective counsel, Plaintiffs
7 and the City shall jointly file a Stipulated Order of Dismissal, to which this
8 Agreement will be attached as Exhibit 1. At the conclusion of the Court's
9 retained jurisdiction, subject to the City's compliance, Plaintiffs will take all
10 additional actions and file all additional documents to effectuate dismissal of the
11 Action as to the City with prejudice, if necessary.

12 **15. Settlement Payments and Attorneys' Fees**

13 This City shall pay a total amount of \$1,800,000, which shall be inclusive
14 of all claims for damages, attorneys' fees, and/or costs claimed by Plaintiffs in
15 the action.³ Such payment shall be made to the Spertus, Landes, & Umhofer,
16 LLP, attorney-client trust account for distribution by Spertus, Landes, &
17 Umhofer, LLP, as approved by Plaintiffs. The Parties agree that nothing in this
18 Agreement, including the City's payment of \$1,800,000, will affect the Plaintiffs'
19 right to pursue all damages, costs, and attorney's fees from the County or any
20 other party other than the City. Should the County ever seek contribution from
21 the City for fees, costs, or damages awarded against the County through the date
22 on which the order as entered, such contribution claims are solely between the
23 City and the County and do not affect the terms of this Agreement nor involve
24 Plaintiffs in any manner. Plaintiffs agree not to oppose any motion by the City

25
26
27 ³ Plaintiff Gary Whitter is not participating in this Agreement. LA Alliance for
28 Human Rights agrees to indemnify the City against any damages, attorneys' fees,
and/or costs incurred by the City in the event Plaintiff Whitter pursues his claims
against the City.

1 for a good faith settlement determination from the Court that may extinguish the
2 County's potential claims for contribution from the City.

3 **16. Non-Admission of Liability**

4 By entering into this Agreement, the City does not admit any liability, and
5 explicitly denies any liability or wrongdoing of any kind arising out of or relating
6 to any of the claims alleged in the Action. Nothing herein constitutes an
7 admission by the Parties as to any interpretation of laws, or as to the merits,
8 validity, or accuracy of any of the claims or legal contentions made or which
9 could be made in the Action. Plaintiffs and the City have entered into this
10 Agreement solely to avoid the time, expense, and risk of litigation. The Parties
11 agree that an express condition of this settlement is that there has been no finding
12 of liability on the merits, and that this settlement and any document related to this
13 settlement, including this Agreement and Order, and the confidential negotiations
14 leading up to this settlement, shall be inadmissible in evidence and shall not be
15 used for any purpose in this or any other proceeding except in an action or
16 proceeding to approve, interpret, implement, or enforce the Agreement.

17 **17. Knowing and Voluntary Agreement**

18 This Agreement is an important legal document that has been voluntarily
19 and knowingly executed by the Parties. The Parties, and each of them,
20 specifically represent that, prior to signing this Agreement, (a) they have each
21 been provided a reasonable period of time within which to consider whether to
22 accept this Agreement, (b) they have each carefully read and fully understand all
23 of the provisions of this Agreement, and (c) they are voluntarily, knowingly, and
24 without coercion entering into this Agreement based upon their own judgment.
25 Plaintiffs, and each of them, further specifically represent that, prior to signing
26 this Agreement, they have conferred with counsel of their choice to the extent
27 desired concerning the legal effect of this Agreement, and that the legal effect of
28 this Agreement has been adequately explained to them.

Spertus, Landes & Umhofer, LLP
1990 SOUTH BUNDY DR., SUITE 705
LOS ANGELES, CA 90025
TELEPHONE 310-826-4700; FACSIMILE 310-826-4711

1 **18. Entire Agreement; No Other Reliance**

2 This Agreement constitutes the entire agreement between the Plaintiffs and
3 the City regarding the subject matter discussed hereof and supersedes any and all
4 other agreements, understandings, negotiations, or discussions, either oral or in
5 writing, express or implied, between or among the Parties relating to the subject
6 matter hereof. The Parties acknowledge that no representations, inducements,
7 promises, agreements, or warranties, oral or otherwise, have been made by them,
8 or anyone acting on their behalf, which are not embodied in the Agreement, that
9 they have not executed this Agreement in reliance on any such representation,
10 inducement, promise, agreement, or warranty, and that no representation,
11 inducement, promise, agreement, or warranty not contained in this Agreement
12 including, but not limited to, any purported supplements, modifications, waivers,
13 or terminations of this Agreement, shall be valid or binding, unless executed in
14 writing by all of the Parties to this Agreement. Any alteration, change, or
15 modification of or to this Agreement shall be made by written instrument
16 executed by each party hereto in order to become effective.

17 **19. Warranty of Authority**

18 Each individual or entity that executes this Agreement represents and
19 warrants, in his, her, or its personal capacity, that he, she, or it is duly authorized
20 and empowered to enter into this Agreement on behalf of the party it purports to
21 represent.

22 **20. Counterparts**

23 This Agreement may be executed in multiple counterparts, each of which
24 shall be considered an original but all of which shall constitute one agreement.

25 **21. Representation by Counsel and Understanding**

26 The Parties acknowledge that each of them has been represented in the
27 settlement of the matter by its own counsel and represent that each of them has
28 received independent legal advice from their respective attorneys and has been

1 fully advised of the nature of the Agreement and the possible rights and
2 obligations released herein. Defendant City acknowledges it has the power and
3 right to enter into, agree, and comply with this Agreement. The rule of
4 construction that any ambiguities are to be resolved against the drafting part shall
5 not be employed in the interpretation of the Agreement. The Parties further
6 acknowledge that each of them has carefully read and fully understands all of the
7 provisions of the Agreement, and that each of them is voluntarily entering into
8 the Agreement.

9 **22. No Waiver of Terms of Agreement**

10 The failure to insist upon compliance with any term, covenant or condition
11 contained in the Agreement shall not be deemed a waiver of that term, covenant
12 or condition, nor shall any waiver or relinquishment of any right or power
13 contained in the Agreement at any one time or more times be deemed a waiver or
14 relinquishment of any right or power at any other time or times.

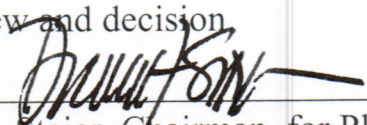
15 **23. Governing Law**

16 This Agreement shall be construed in accordance with the laws of the State
17 of California.


18 **24. Duty to Meet and Confer**

19 If a dispute arises between the Plaintiffs and the City regarding the
20 interpretation, performance, or enforcement of this Agreement, the Party raising
21 the dispute shall provide written notice of the dispute to all other Parties, and all
22 Parties agree to meet and confer within a reasonable time in a good faith effort to
23 resolve any dispute. In the event that the Parties are unable to resolve the dispute
24 within a reasonable time after the meeting, Plaintiffs or the City may, pursuant to
25 the Order, submit the matter to the Court for review and decision.

26 DATED: 5/19/2022

27 By: 
28 Don Steier, Chairman, for Plaintiff
LA Alliance for Human Rights

Spertus, Landes & Umhofer, LLP
1990 SOUTH BUNDY DR., SUITE 705
LOS ANGELES, CA 90025
TELEPHONE 310-826-4700; FACSIMILE 310-826-4711

1	DATED: 05-19-2022	
2		Plaintiff Joseph Burk
3		
4	DATED:	
5		Plaintiff George Frem
6		
7	DATED:	
8		Plaintiff Wenzial Jarrell
9		
10	DATED:	
11		Plaintiff Charles Malow
12		
13	DATED:	
14		Plaintiff Karyn Pinsky
15		
16	DATED:	
17		Plaintiff Leandro Suarez
18		
19	DATED:	
20		Plaintiff Harry Tashdjian
21		
22	DATED:	
23		Plaintiff Charles Van Scoy
24		
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26		
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1 DATED: _____

2 Plaintiff Joseph Burk

3
4 DATED: 5/19/22

5 Plaintiff George Frem
6

7 DATED: _____

8 Plaintiff Wenzial Jarrell
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10 DATED: _____

11 Plaintiff Charles Malow
12

13 DATED: _____

14 Plaintiff Karyn Pinsky
15

16 DATED: _____

17 Plaintiff Leandro Suarez
18

19 DATED: _____

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21

22 DATED: _____

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1	DATED: _____	_____
2		Plaintiff Joseph Burk
3		
4	DATED: _____	_____
5		Plaintiff George Frem
6		
7	DATED: 05-19-22	<u>Wenzial Jarrell</u>
8		Plaintiff Wenzial Jarrell
9		
10	DATED: _____	_____
11		Plaintiff Charles Malow
12		
13	DATED: 05-19-22	<u>Karyn Pinsky</u>
14		Plaintiff Karyn Pinsky
15		
16	DATED: _____	_____
17		Plaintiff Leandro Suarez
18		
19	DATED: _____	_____
20		Plaintiff Harry Tashdjian
21		
22	DATED: _____	_____
23		Plaintiff Charles Van Scoy
24		
25		
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27		
28		

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1 DATED: _____

2 Plaintiff Joseph Burk

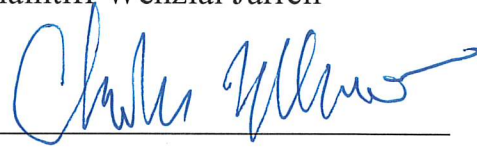
3
4 DATED: _____

5 Plaintiff George Frem

6
7 DATED: _____

8 Plaintiff Wenzial Jarrell

9
10 DATED: 5/23/2022



11 Plaintiff Charles Malow

12
13 DATED: _____


14 Plaintiff Karyn Pinsky

15
16 DATED: 23 MAY 2022



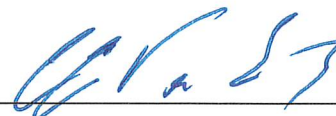
17 Plaintiff Leandro Suarez

18
19 DATED: 05-23-22



20 Plaintiff Harry Tashdjian

21
22 DATED: 5/23/22



23 Plaintiff Charles Van Scoy

1 DATED: May 19, 2022

MATTHEW W. SZABO

2
3 By: 

City Administrative Officer, City of Los Angeles

4 **Approved as to Form:**

5
6 DATED: May 19, 2022

SPERTUS, LANDES & UMHOFFER, LLP

7
8 By: 

Elizabeth A. Mitchell

9 Counsel for Plaintiffs LA Alliance for Human
10 Rights, et al.

11 DATED: May 19, 2022

MICHAEL N. FEUER, City Attorney

12
13 By: *Scott Marcus*

14 Scott Marcus, Chief Assistant City Attorney
15 Counsel for Defendant City of Los Angeles
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