

EXHIBIT 2

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered into by and between the CITY OF CARSON ("City"), and the COUNTY OF LOS ANGELES ("County") (collectively the "Parties" or singularly "Party"), to terminate fully and finally all disputes between the Parties arising out of, or related to the defense of the lawsuit entitled *Maria Justiniano v. California Department of Transportation, et al.* (Los Angeles Superior Court Case No. 18STCV02271) ("Action").

RECITALS

WHEREAS, the Action alleges a trip and fall on January 30, 2018 on broken and uneven pavement on a pedestrian bridge over the 110 Freeway at West 220th Street; and

WHEREAS, Plaintiff filed a Complaint against, inter alios, the City and the County on October 24, 2018 alleging a dangerous condition of public property and seeking damages for injuries alleged to have resulted from the trip and fall on January 30, 2018; and

WHEREAS, the County tendered its defense of the Action to the City based on City Resolution 80-195 (adopted September 2, 1980), regarding inspection of City bridges by the County and containing a clause requiring the City to defend and indemnify the County for liability related to the inspection of City bridges; and

WHEREAS, the City subsequently assumed the defense of the County in the Action, and the County seeks reimbursement for fees and costs related to its defense of the Action;

WHEREAS, the Parties hereto wish to conclude any claims between the City and the County specifically related to the County's defense of the Action, to avoid the uncertainty and cost of further litigation, and any potential appeals therefrom, and to resolve fully and finally all disputes which may exist by and between the Parties concerning the County's defense of the Action.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

AGREEMENT

In consideration of the facts, acknowledgements, agreements, general release, and promises contained in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

1. **Settlement Payment.** Following execution of this Agreement by the County and its counsel and receipt by the City of the executed Agreement, the City shall pay to the County the total sum of TEN THOUSAND EIGHT HUNDRED AND FIVE DOLLARS (\$10,805.00) (the "Settlement Sum"). Said Settlement Sum constitutes a full and complete settlement and compromise of any and all disputed claims the County has or may have as to the City, arising out of or related to the defense of the County in the Action. Payment shall be made in the form of a check made payable to "County of Los Angeles," and delivered to the County's counsel.

2. **Claims Related to Defense.** The Parties acknowledge and agree that the payment of the Settlement Sum shall and does hereby fully and totally compensate the County for any and all fees and costs related to the defense of the County in the Action. The County desires by these presents to forever and fully release and discharge the City and understands that, by the execution of this instrument, no further claims may ever be asserted by the County as against the City related to the County's defense of the Action.

3. **General Release ("Release").** For good and valuable consideration, including, but not limited to, the payment of the Settlement Sum, the receipt and adequacy of which are hereby acknowledged, the County does hereby fully and irrevocably release and forever discharge the City, and its current and former employees, officials, agents, or representatives, or any of them ("Releasees"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent ("Claims"), which Plaintiff now has or may hereafter have related to the County's defense of the Action.

4. **Release of Unknown Claims.** The Release set forth above in Paragraph 3 of this Agreement is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims that the County may have related to the County's defense of the Action, except for any claims that may arise from the terms of this Agreement.

5. **Waiver of Civil Code Section 1542.** Further, the County acknowledges that it has been informed of the provisions of California Civil Code section 1542, and expressly agrees to waive and relinquish all rights and benefits it may have under California Civil Code section 1542. That section 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.

6. **No Other Pending Actions.** The County represents that it has not filed any complaint(s) and/or charge(s) against the City and/or the Releasees, arising out of or relating to the defense of the Action, with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against the City and/or the Releasees, whenever filed, the County will take all necessary and further steps to withdraw and dismiss the matter forthwith.

7. **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 by the City and/or the Releasees, including the City's attorneys, all of whom have consistently taken the position that they have no liability whatsoever.

8. **No Assignment of Claims.** The County warrants that it has made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, 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, attorney's fees, costs, expenses, losses or claims referred to herein.

9. **Attorney's Fees and Costs.** Excepting as encapsulated in the Settlement Sum, each party hereto agrees to bear their own attorneys' fees and costs in connection with this Agreement.

10. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

11. **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment.

12. **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning the terms and conditions of this Agreement.

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

14. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

15. **Ambiguity.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel. This Agreement shall be construed according to its fair meaning as prepared by both parties, and any uncertainty or ambiguity existing herein shall not be interpreted against either of the Parties.

16. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

17. **Governing Law; Venue.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of

said State without giving effect to conflicts of laws principles. Any action to enforce, invalidate, or interpret any provision of this Agreement shall be brought in Los Angeles County Superior Court or the United States District Court for the Central District of California.

18. **Enforcement Costs.** Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their actual attorney's fees, costs, and expenses, which are reasonably incurred, from the non-prevailing party, in addition to any other relief to which that party may be entitled. Such fees and costs shall not be limited by any statutory guidelines.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty. No representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement and Release of All Claims, consisting of a total of four (4) pages, on the dates set forth below.

Dated: _____

COUNTY OF LOS ANGELES, a Public Entity

By: _____

Michael Gordon
Senior Associate County Counsel

Dated: _____

CITY OF CARSON, a Municipal Corporation

By: _____

Sharon Landers
City Manager

APPROVED AS TO FORM:

Dated: _____

COLEMAN & ASSOCIATES

By: _____

John M. Coleman
Attorneys for Defendant
COUNTY OF LOS ANGELES

Dated: _____

ALESHIRE & WYNDER, LLP


By: _____

Jeffrey D. Harada
Attorneys for Defendant
CITY OF CARSON

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement and Release of All Claims, consisting of a total of four (4) pages, on the dates set forth below.

Dated: 2.26.20

COUNTY OF LOS ANGELES, a Public Entity

By: 
Michael Gordon
Senior Associate County Counsel

Dated: _____

CITY OF CARSON, a Municipal Corporation

By: _____
Sharon Landers
City Manager

APPROVED AS TO FORM:

Dated: _____

COLEMAN & ASSOCIATES

By: _____
John M. Coleman
Attorneys for Defendant
COUNTY OF LOS ANGELES

Dated: _____

ALESHIRE & WYNDER, LLP

By: _____
Jeffrey D. Harada
Attorneys for Defendant
CITY OF CARSON