

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered into by and between Plaintiff NORMA JONES ("Plaintiff"), who is acting by and through her daughter Nicole Garibay, who has power of attorney, and Defendant CITY OF CARSON ("City") (Plaintiff and the City collectively "Parties" or each singularly "Party"), to terminate fully and finally all disputes between the Parties arising out of or related to the lawsuit entitled *Norma Jones v. City of Carson, et al.* (Los Angeles Superior Court Case No. 19STCV08241) ("Action").

RECITALS

WHEREAS, the Action stems from an alleged trip and fall on December 8, 2018, on the sidewalk at or near 1325 E Carson Street; and

WHEREAS, Plaintiff filed a Complaint on March 11, 2019, and a Second Amended Complaint on May 15, 2019, (collectively the "Complaint") against the City, alleging a dangerous condition of public property and seeking damages for injuries alleged to have resulted from the trip and fall on December 8, 2018; and

WHEREAS, the Parties hereto wish to terminate the Action, to avoid the uncertainty and costs of trial, and any potential appeals therefrom, and to resolve fully and finally all disputes which may exist by and between the Parties concerning the allegations set forth in the Complaint.

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 Plaintiff, acting by and through her daughter Nicole Garibay, who has power of attorney, as set forth in attached Exhibit A: General Durable Power of Attorney, and her counsel, and receipt by the City of the executed Agreement, the executed original Request for Dismissal with prejudice as to the City (as referenced in Paragraph 3 of this Agreement) and the Stipulation for Retention of Jurisdiction (as referenced in Paragraph 21 of this Agreement), Plaintiff's counsel shall obtain approval of this Settlement by the Court as required by applicable laws of California, then the City shall pay to Plaintiff the total sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) (the "Settlement Sum"). The Settlement Sum shall be paid within 30 days of the Court's approval of the Settlement. Said Settlement Sum constitutes a full and complete settlement and compromise of any and all disputed claims the Plaintiff has or may have as to the City, arising out of or related to the allegations set forth in the Complaint. Payment shall be made in the form of a check or checks made payable to "Panish Shea & Boyle LLP Client Trust Account," and delivered to Plaintiff's counsel.

2. **Personal Injury Claims.** The Parties acknowledge and agree that the payment of the Settlement Sum shall and does hereby fully and totally compensate the Plaintiff for any and all property damage; personal and physical injury; including without limitation any pain, suffering, emotional distress, anxiety or trauma, and any physical manifestations thereof; and the medical treatments related thereto, arising out of or related to the allegations set forth in the Complaint as to the City. Plaintiff further acknowledges that the injuries sustained by Plaintiff are of such character that the full extent and type of injuries are not known at the date hereof, and it is further understood that said injuries, whether known or unknown at date hereto, might possibly become progressively worse and that, as a result thereof, further damages may be sustained by Plaintiff. Nonetheless, Plaintiff 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 Plaintiff as against the City.

3. **Dismissal of the Action with Prejudice.** Concurrently with the execution and delivery of this Agreement, Plaintiff shall cause her attorney of record in the Action to execute and deliver to the attorneys of record for the City, the original of a Request for Dismissal, with prejudice, with respect to the Action as to the City. Upon Plaintiff's receipt of the Settlement Sum, the attorneys for the City are authorized to proceed forthwith to cause such Request for Dismissal to be filed with the clerk of the court in and for the Los Angeles County Superior Court, and may do all other things necessary in order to cause the Action, including all claims and causes of action asserted therein, to be dismissed with prejudice and in their entirety as to the City. Plaintiff further agrees, after the payment of the above Settlement Sum, to take all necessary and further steps to ensure that the Action is dismissed with prejudice as to the City.

4. **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, Plaintiff 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 by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this Agreement including, without limiting the generality of the foregoing, any Claims constituting, arising out of, based upon, or relating to the allegations set forth in the Complaint, as well as any matters, causes, or things whatsoever that were, or have been, or could in any way have been, alleged in the pleadings filed in the Action.

5. **Covenant to Pay Liens.** Plaintiff hereby agrees to hold the City and/or the Releasees forever harmless from any and all liens, claims, demands, actions and causes of action which may presently exist or which may subsequently arise as a result of the allegations set forth in the Complaint, including, but not limited to, medical liens, attorney's liens, and liens heretofore or hereafter asserted by any entity, including Medi-Cal and/or Medicare. Plaintiff further agrees to satisfy any and all liens upon receipt of the settlement proceeds.

6. **Indemnity.** Plaintiff agrees to defend and indemnify the City and/or the Releasees against, and will hold and save them and each of them harmless from, any and all third

party actions, suits, claims, liens, damages to persons or property, losses, costs, penalties, obligations, or liabilities, including, but not limited to, medical liens, attorney's liens, and liens heretofore or hereafter asserted by any entity, including Medi-Cal and/or Medicare, that may be asserted or claimed by any person, firm, or entity against the settlement proceeds being paid to Plaintiff under this Agreement. Plaintiff shall defend any such action and pay all of the City's attorney's fees and costs, with the City having their choice of counsel.

7. **Discovery of Different or Additional Facts.** The Plaintiff acknowledges that she may hereafter discover facts different from or in addition to those that she now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of the Release set forth in Paragraph 4 of this Agreement, and expressly agrees to assume the risk of the possible discovery of additional or different facts, and the Parties agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

8. **Release of Unknown Claims.** The Release set forth above in Paragraph 4 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 Plaintiff may have as a result of the Action, except for any claims that may arise from the terms of this Agreement.

9. **Waiver of Civil Code Section 1542.** Further, the Plaintiff acknowledges that she has been informed of the provisions of California Civil Code section 1542, and expressly agrees to waive and relinquish all rights and benefits she 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.

10. **No Other Pending Actions.** The Plaintiff represents that she has not filed any complaint(s) and/or charge(s) (other than the Complaint referenced above) against the City and/or the Releasees, arising out of or relating to the allegations set forth in the Complaint, 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 Plaintiff will take all necessary and further steps to withdraw and dismiss the matter forthwith.

11. **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.

12. **No Assignment of Claims.** The Plaintiff warrants that she 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.

13. **Attorney's Fees and Costs.** Each Party hereto agrees to bear their own attorneys' fees and costs in connection with the Action and this Agreement.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Retention of Jurisdiction.** Pursuant to Code of Civil Procedure section 664.6, the Parties stipulate and agree that the Los Angeles County Superior Court shall retain jurisdiction over the Parties and the Action, as to any action to enforce, invalidate, or interpret any provision of this Agreement. The Parties agree to file a Stipulation to this effect before dismissal of the Action.

22. **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.

23. **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 attorneys' 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.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between Plaintiff and the City and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between Plaintiff and the City. The City may enter into agreements between each other to resolve issues between the City, which do not implicate Plaintiff, and which this Paragraph is not intended to encapsulate. As between Plaintiff and the City, 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 five (5) pages, on the dates set forth below.


Dated: 6/17/20

NORMA JONES, an individual

By: 
Norma Jones

Dated: 6/17/20

NICOLE GARIBAY, an individual acting on behalf of NORMA JONES,

By: 
Nicole Garibay

Dated: _____

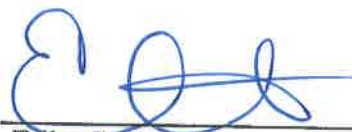
CITY OF CARSON, a Municipal Corporation

By: _____
Sharon Landers
City Manager

APPROVED AS TO FORM:

Dated: 6/17/20

PANISH SHEA & BOYLE LLP

By: 
Erika Contreras
Attorneys for Plaintiff
NORMA JONES

Dated: _____

ALESHIRE & WYNDER, LLP

By: _____
Nicholas Dwyer
Attorneys for Defendant
CITY OF CARSON

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8 Attorneys for Defendant,
CITY OF CARSON

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 NORMA JONES,

13 Plaintiff,

14 v.

15 CITY OF CARSON and DOES 1 through 10,
16 Defendant.

Case No. 19STCV08241

Assigned for All Purposes to:
The Hon. Judge Goorvitch , Dept. 32

**STIPULATION AND [PROPOSED]
ORDER REGARDING RETENTION OF
JURISDICTION TO ENFORCE
SETTLEMENT (CCP, § 664.6)**

Action Filed: March 11, 2019
Trial Date: TBD

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23 This stipulation is entered into by and between Plaintiff, NORMA JONES ("Plaintiff"), on
24 the one hand, and Defendant CITY OF CARSON ("City "), on the other hand, with reference to the
25 following facts:

26 1. On or about March 11, 2019, Plaintiff commenced a civil action in Los Angeles
27 County Superior Court (Case No. 19STCV08241), alleging injuries sustained on or about December
28 8, 2018, resulting from an alleged dangerous condition of public property within the City of Carson.

STIPULATION AND [PROPOSED] ORDER REGARDING RETENTION OF JURISDICTION TO ENFORCE
SETTLEMENT (CCP, § 664.6)

2. The parties wish to avoid the burden and expense of further litigation and the parties have executed a written Settlement Agreement and Release of All Claims ("Agreement") to fully and completely resolve the issues raised in the pleadings filed herein, which Agreement provided that the court shall retain jurisdiction over the parties to enforce the terms of the Agreement pursuant to Code of Civil Procedure section 664.6.

3. The Agreement contains specified terms that are not to be performed prior to dismissal of the instant action and provides that Plaintiff dismiss this action with prejudice as to the City Defendants, subject to the court retaining jurisdiction over the parties to enforce the terms of the Settlement Agreement pursuant to Code of Civil Procedure section 664.6.

STIPULATION

NOW, THEREFORE, the Plaintiff and the City Defendants hereby stipulate and agree as follows:

1. Pursuant to Code of Civil Procedure section 664.6, the parties wish the court to retain jurisdiction over this case and the parties to enforce the terms of the Agreement reached by the parties, and hereby expressly request in writing that the court retain jurisdiction. This includes tolling any applicable statute, rule, or court order affecting timely prosecution of this action, including, but not limited to, the mandatory time for bringing an action to trial under Code of Civil Procedure section 583.301 et seq. and the discretionary dismissal for delay under Code of Civil Procedure section 583.410 et seq.

2. The court's retention of jurisdiction over the parties and over the terms of the Agreement is a material term of the Agreement and, without such retention, the parties do not agree to dismiss this action as to the City Defendants.

3. The Plaintiff and the City Defendants stipulate that, in the event either of them fails to comply with their obligations according to the terms of the Agreement, the other party may make a noticed motion pursuant to Code of Civil Procedure section 664.6 for the entry of judgment in accordance with the terms of the Agreement.

4. Now, therefore, the parties stipulate and agree that the court retain jurisdiction to enforce the terms of the Agreement pursuant to Code of Civil Procedure section 664.6.

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STIPULATION AND [PROPOSED] ORDER REGARDING RETENTION OF JURISDICTION TO ENFORCE SETTLEMENT (CCP, § 664.6)

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IT IS SO STIPULATED.

DATED: 6/17/20

NORMA JONES, an individual

By: Norma Jones
NORMA JONES

DATED: _____

CITY OF CARSON, a Municipal Corporation

By: _____
SHARON LANDERS
City Manager

APPROVED AS TO FORM:

DATED: 6/17/20

PANISH SHEA & BOYLE, LLP

By: [Signature]
Erica Contreras
Attorneys for Plaintiff
NORMA JONES

DATED: _____

ALESHIRE & WYNDER, LLP

By: _____
Nichololas P. Dwyer
Attorneys for Defendant
CITY OF CARSON

1 **[PROPOSED] ORDER**

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3 The court, having reviewed the above stipulation of the parties, and being familiar with the

4 record of this case, retains jurisdiction over this case and over the parties personally, until full

5 performance of the terms of the Agreement have been accomplished for such further orders,

6 hearings, and other proceedings as may be appropriate to enforce the terms of the parties'

7 Agreement.

8 In the event one of the parties does not comply with the terms of the Agreement, the court

9 shall entertain a noticed motion to enter judgment in accordance with the terms of the Agreement.

10 **IT IS SO ORDERED.**

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12 DATED: _____

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14 **HONORABLE STEPHEN GOORVITCH**

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