

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered into by and between Plaintiff JANNA LEE ("Plaintiff"), and Defendants CITY OF CARSON and DANNY RICHARD CRABLE (collectively "City Defendants") (Plaintiff and the City Defendants 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 *Janna Lee v. City of Carson, et al.* (Los Angeles Superior Court Case No. 19STCV42200) ("Action").

RECITALS

WHEREAS, the Action alleges an automobile collision on February 28, 2019 at the intersection of Avalon Boulevard and Artesia Boulevard involving a City vehicle operated by on-duty City employee Danny Richard Crable; and

WHEREAS, Plaintiff filed a Complaint on November 22, 2019 against, inter alios, the City Defendants, alleging negligence and seeking damages for injuries alleged to have resulted from the automobile collision ("Complaint"); 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 and her counsel, and receipt by the City of the executed Agreement, the executed original Request for Dismissal with prejudice as to the City Defendants (as referenced in Paragraph 3 of this Agreement) and the Stipulation for Retention of Jurisdiction (as referenced in Paragraph 21 of this Agreement), the City shall pay to Plaintiff the total sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Settlement Sum"). 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 Defendants, 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 "Jacoby & Meyers Attorneys LLP," 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 Defendants. 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 Defendants and understands that, by the execution of this instrument, no further claims may ever be asserted by Plaintiff as against the City Defendants.

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 Defendants, the original of a Request for Dismissal, with prejudice, with respect to the Action as to the City Defendants. Upon Plaintiff's receipt of the Settlement Sum, the attorneys for the City Defendants 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 Defendants. 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 Defendants.

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 Defendants, 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 Defendants 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 Defendants 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 Defendants' attorney's fees and costs, with the City Defendants 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 Defendants 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 Defendants 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 Defendants and/or the Releasees, including the City Defendants' 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 Defendants and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between Plaintiff and the City Defendants. The City Defendants may enter into agreements between each other to resolve issues between the City Defendants, which do not implicate Plaintiff, and which this Paragraph is not intended to encapsulate. As between Plaintiff and the City Defendants, 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 six (6) pages, on the dates set forth below.

Dated: 6/26/20

JANNA LEE, an individual

By: 
Janna Lee

Dated: _____

CITY OF CARSON, a Municipal Corporation

By: _____
Sharon Landers
City Manager

Dated: _____


DANNY RICHARD CRABLE, an individual

By: _____
Danny Richard Crable

APPROVED AS TO FORM:

Dated: June 26, 2020

JACOBY & MEYERS ATTORNEYS LLP

By: 
Bretil Beltmirza
Attorneys for Plaintiff
JANNA LEE

Dated: _____

ALESHIRE & WYNDER, LLP

By: _____
Matthew K. Tom
Attorneys for Defendants
CITY OF CARSON and
DANNY RICHARD CRABLE