

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

The parties to this SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS ("Agreement") are Southwest Voter Registration Education Project, Vera Robles Dewitt, Osmond Buendia and Falea'Ana Meni (collectively referred to as "Plaintiffs" herein), on the one hand, and the City of Carson, a California city and municipal corporation (sometimes referred to as "Defendant" or "City"), on the other. These persons and entities are sometimes referred to as "Parties" or "each Party" herein. This Agreement is effective as of the latest date written next to the signature of a Party to this Agreement.

I. Recitals.

The purpose of this Agreement is to settle the action filed in the Los Angeles Superior Court under the California Voting Rights Act ("CVRA") entitled *Southwest Voter Registration Education Project, et al. v. City of Carson*, Case No. 19STCV32291 ("CVRA Lawsuit"), which was filed on September 11, 2019.

On August 4, 2020, Defendant adopted a district-election ordinance, pursuant to Government Code section 34886 and the authority granted to Defendant therein.

The Parties desire to settle the CVRA Lawsuit and to fully and finally settle any and all matters between them arising out of, or relating to, the CVRA Lawsuit and the City's at-large electoral system as it existed prior to the filing of the CVRA Lawsuit, without any further court proceedings, trial, appeal or adjudication of any issue of fact or law.

II. Terms and Conditions of the Settlement Agreement.

In consideration of the mutual promises herein, the Parties agree:

1. Future Elections Shall Be By-District.

All future elections for the Carson City Council, with the exception of the position of Mayor, shall be single-member district elections.

2. District Map.

The City shall adopt a new district map following the release of 2020 Census data, in accordance with Elections Code sections 21620 et seq. Consistent with section 21620, the residence addresses of incumbent council members and/or candidates, may not be considered in developing or selecting a district map.

3. Election Sequence.

Along with the district map adopted following the 2020 Census, the City shall adopt an election sequencing consistent with the purposes of the CVRA.

4. Expenses and Attorney's Fees.

Defendant shall pay Plaintiffs' reasonable attorneys' fees and costs incurred in connection with the CVRA Lawsuit, in the amount of \$488,693 in fees and \$71,985 in costs. Payment shall be made within thirty (30) days of the effective date of this Agreement by check or wire transfer to Shenkman & Hughes PC and sent to 28905 Wight Rd., Malibu, California 90265. Consistent with the Professional Rules of Conduct, attorneys' fees may not be shared with non-attorneys, and so none of the attorneys' fees and costs paid by Defendant pursuant to this Agreement shall be paid to Plaintiffs.

5. Dismissal with Prejudice.

Plaintiffs shall request that the CVRA Lawsuit be dismissed with prejudice. The request for dismissal with prejudice shall be filed within five (5) business days after Plaintiffs' counsel's receipt of the attorneys' fees and costs specified in paragraph 4 above. The request for dismissal with prejudice shall specify that the Los Angeles Superior Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to section 664.6 of the Code of Civil Procedure.

6. No New LawsUIT.

Plaintiffs agree that they will not file another lawsuit against the City, alleging a violation of the CVRA, Section 2 of the federal Voting Rights Act, or a voting rights violation under the Constitutions of the State of California or of the United States of America based on the facts alleged in the Complaint in the CVRA Lawsuit.

7. Release of Claims.

In return for the mutual promises and other consideration provided in this Agreement, the Parties, for themselves and their past, present or future heirs, beneficiaries, executors, administrators, officers, employees, directors, agents, partners, successors and assigns, including past, present or future City Council members and Mayors ("Releasers"), do fully release, acquit, waive and forever discharge one another, including their heirs, beneficiaries, executors, administrators, officers, employees, directors, agents, partners, successors and assigns, and their past, present or future City Council members and Mayors, ("Releasees"), from any and all claims, actions, causes of

action, factual allegations, demands (including without limitation demands for equitable and injunctive relief), debts, damages, costs, expenses including expert fees, losses, or attorney's fees of whatever nature involving the City's electoral system, whether or not known, suspected or claimed (i) arising out of, based on, or in any way related to the facts alleged in the Complaint in the CVRA Lawsuit or (ii) the "at-large" electoral system of Defendant City in effect prior to September 3, 2020, including, but not limited to claims based upon the Constitution of the United States of America, the Constitution of the State of California, the CVRA, Section 2 of the federal Voting Rights Act, California Elections Code § 14030, or California Code of Civil Procedure § 1021.5 ("Claims"), which Claims the Releasors have or may have against the Releasees, except for rights to enforce this Agreement, or as provided herein. In this Paragraph, the conjunctive includes the disjunctive.

8. Waiver of Civil Code Section 1542.

It is further understood and agreed that this Agreement extends to all of the above-described Claims, and that all rights under California Civil Code § 1542 are hereby expressly waived by the Parties for themselves and the other Releasors with respect to all such Claims. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or releasing party."

Notwithstanding these provisions of Section 1542, Plaintiffs and Defendant expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims as described in Paragraph 7, which they do not know or suspect to exist in their favor at the time of execution hereof and that the settlement reflected in this Agreement contemplates the extinguishment of all such Claims, except for rights to enforce this Agreement.

9. Interpretation.

The interpretation of this Agreement shall be governed by the laws of the State of California and any applicable laws of the United States. This Agreement shall be construed as though jointly prepared by the Parties and any uncertainty or ambiguity shall not be construed against any one Party.

10. Retention of Jurisdiction.

Once it is signed by the Parties, this Agreement shall be fully binding and admissible in any judicial or administrative proceeding: (a) to enforce the terms of this

Agreement pursuant to California Code of Civil Procedure § 664.6 or otherwise; (b) for breach of this Agreement's provisions; and (c) to prove the fact and terms of settlement. It is further agreed that the Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to California Code of Civil Procedure § 664.6.

11. Execution in Counterparts.

This Agreement may be executed in counterparts, and facsimile or scanned signatures will have the same force and effect as the original.

12. No Third-Party Beneficiaries.

This Agreement is for the benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13. Entire Agreement.

The Parties acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of a Party which are not embodied herein, and that no other agreement, representation, inducement or promise not contained in this Agreement shall be valid or binding. Any modification, waiver or amendment of this Agreement will be effective only if it is in writing and signed by the Party to be charged.

14. Representation by Counsel and Authority to Execute.

Each of the Parties expressly acknowledges and represents that he/she/it has been represented by counsel in the negotiations culminating in this Agreement. Each of the Parties has read this Agreement, reviewed the same with counsel, and fully understands the meaning and effect of each and every provision of this Agreement. The signatories below also represent that they each have authority to execute this Settlement Agreement on behalf of the party for whom/which they are signing.

October ____, 2020

By: _____
Vera Robles Dewitt

October ____, 2020

By: _____
Falea'Ana Meni

October ____, 2020

By: _____

Osmond Buendia

Southwest Voter Registration Education
Project, a Texas non-profit corporation

October ____, 2020

By: _____
Lydia Camarillo, President

City of Carson

October ____, 2020

By: _____
Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

Approved as to form and content:

October ____, 2020

By: _____
Kevin Shenkman – Counsel for Plaintiffs

October ____, 2020

By: _____
Sunny Soltani -- Counsel for Defendant