

EXHIBIT 1

SETTLEMENT AGREEMENT & RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered into as of November 8, 2021 by and between Plaintiff TINA THOMPSON ("Plaintiff") and Defendant CITY OF CARSON ("City"). Plaintiff and the City are collectively referred to as the "Parties" or singularly as a "Party."

RECITALS

A. On or about June 4, 2020, Plaintiff filed a Complaint against the City entitled *Thompson v. City of Carson*, Los Angeles County Superior Court Case Number 20STCV21039, alleging a dangerous condition on public property related to injuries allegedly sustained on or about January 25, 2019 on the sidewalk located on the 501st block of 2130th Street in the City of Carson, California (referred to herein as the "Action.")

B. By entering into this Agreement, the Parties hereto wish to settle and resolve the Action between each other in its entirety; to avoid the uncertainty and costs of trial, and any potential appeals therefrom; and to resolve fully and finally all disputes that may exist by and between the Parties concerning the allegations set forth in the respective pleadings in 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 Plaintiff and her counsel, and receipt of an executed Request for Dismissal with prejudice (as referenced in Paragraph 4 of this Agreement), the City shall pay to Plaintiff the total sum of SEVENTY THOUSAND DOLLARS (\$70,000.00) (the "Settlement Sum"). The Settlement Sum shall be in full consideration, compromise, and settlement of any and all disputed claims Plaintiff has or may have relating to the allegations set forth in the Complaint. Said Settlement Sum the form of a check payable to "SMAILI & ASSOCIATES, PC CLIENT TRUST ACCOUNT," and delivered to Plaintiff's counsel.

2. **Settlement Payment Prerequisites.** The Settlement Sum shall be delivered to Plaintiff by the City within thirty (30) days of the occurrence of all of the following (calculated from the last occurring): (1) receipt by the City of this Agreement executed by Plaintiff and her counsel, and (2) receipt by the City of an executed Request for Dismissal of the Complaint with prejudice.

3. **Personal Injury Claims.** The Parties acknowledge and agree that the payment of the Settlement Sum shall and does hereby fully and totally compensate 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, whether past or future, arising out of or related to the allegations set forth in the Complaint. Plaintiff further acknowledges that the injuries sustained by Plaintiff are of

such character that the full extent and type of injuries may not be 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 against the City arising out of or related to the allegations set forth in the Complaint.

4. **Dismissal of the Action with Prejudice.** Concurrently with the execution and delivery of this Agreement, Plaintiff and her counsel shall execute and deliver to the attorneys of record for the City an executed Request for Dismissal with prejudice. After Plaintiff's counsel's receipt of the Settlement Sum pursuant to Paragraph 2 above, which shall be acknowledged by Plaintiff's counsel upon receipt, the City is authorized to proceed forthwith to cause the Request for Dismissal of the Complaint to be filed with the clerk of the court in and for the Los Angeles County Superior Court, and the parties shall do all other things necessary in order to cause the Complaint, including all claims and causes of action asserted therein, to be dismissed with prejudice and in its entirety.

5. **General 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 Parties do hereby fully and irrevocably release and forever discharge each other, and each of their 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 any of the Parties now has or may hereafter have against each other, or any of them, 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 respective pleadings filed in the Action.

6. **Effective Date.** The release as set forth above shall be effective as of the last date of the execution of this Agreement by the Parties and shall extend to all present and/or potential claims, causes of action, costs or demands which may exist between the Releasees up to and including the effective date of this Agreement, regardless of whether such claims, causes of action, costs or demands, are stated, alleged or even suspected by the Parties hereto prior to such effective date.

7. **Covenant to Pay Liens.** Plaintiff hereby agrees to hold the City and/or its 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.

8. **Indemnity.** Plaintiff agrees to defend and indemnify the City and/or its 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.

9. **Discovery of Different or Additional Facts.** The Parties acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe 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 5 of this Agreement, and expressly agree to assume the risk of the possible discovery of additional or different facts. The Parties agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

10. **Release of Unknown Claims.** The Release set forth above in Paragraph 5 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 Parties may have as a result of the Action, except for any claims that may arise from the terms of this Agreement.

11. **Waiver of Civil Code Section 1542.** Further, the Parties acknowledge that they have been informed of the provisions of section 1542 of the Civil Code of the State of California, and the Parties expressly agree to waive and relinquish all rights and benefits they have or 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.

12. **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 Parties and/or the Releasees, all of whom have consistently taken the position that there is no liability whatsoever.

13. **No Other Pending Actions.** 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 its 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 its Releasees, whenever filed, Plaintiff will request such agency or court to withdraw and dismiss the matter forthwith.

14. **No Assignment of Claims.** 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, attorneys' fees, costs, expenses, losses or claims referred to herein.

15. **Attorneys' Fees.** Each Party hereto agrees to bear their own attorneys' fees and costs in connection with the resolution of the Action and this Agreement. Should any Party hereto reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, including, but not limited to, instituting any action or proceeding either to enforce any provision hereof for damages by reason of any alleged breach of any provision hereof, for a declaration of such Party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, actual attorneys' fees and costs, for the services rendered to such prevailing party. Such fees and costs shall not be limited by any statutory guidelines.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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 any of the Parties.

22. **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.

23. **Governing Law.** 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 regarding this Agreement shall be brought in the Superior Court of California, County of Los Angeles.

24. **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 and 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: November 9, 2021

TINA THOMPSON, an individual

By: 
Tina Thompson

Dated: November __, 2021

CITY OF CARSON, a Municipal Corporation

By: _____
Sharon Landers
City Manager

APPROVED AS TO FORM:

Dated: November 9, 2021

SMAILI & ASSOCIATES, PC

By: 
Jihad M. Smaili
Stephen D. Sounts
Attorneys for Plaintiff
TINA THOMPSON

Dated: November __, 2021

ALESHIRE & WYNDER, LLP

By: _____
Michelle L. Villarreal
Attorneys for Defendant
CITY OF CARSON