

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Settlement Agreement") is made and entered into by and between the City of Pomona, a Charter City and Municipal Corporation ("City") and Gente Organizada, a California Nonprofit Corporation ("Gente") (collectively referred to herein as the "Parties" and individually as a "Party").

RECITALS

- A. WHEREAS, Gente is a California Nonprofit based in the City;
- B. WHEREAS, on March 13, 2023 and on April 25, 2023, the City issued citations to Gente asserting a violation of the City's sign code, which was then designated as Pomona Zoning Ordinance Section 503-K ("PZO § 503-K"), based on displays at Gente's youth center;
- C. WHEREAS, following the two citations the City issued to Gente, disputes arose between the Parties involving the validity of two citations and the applicability and constitutionality of the City's sign code, including PZO § 503-K;
- D. WHEREAS, Gente challenged the April 25, 2023 citation by the City in an Administrative Hearing, and the Hearing Officer upheld the City's citation;
- E. WHEREAS, on or about August 22, 2023, Gente filed a complaint and petition for writ of mandate challenging the Hearing Officer's decision and the constitutionality of PZO § 503-K in Los Angeles County Superior Court, Case No. 23STCP03044 ("Action");
- F. WHEREAS, the Los Angeles Superior Court subsequently issued a *nunc pro tunc* order deeming Gente's writ petition and complaint to have been filed on August 21, 2023;
- G. WHEREAS, on January 14, 2024 the Parties met to discuss settlement of the Action;
- H. WHEREAS, as a result of the settlement discussions held on January 14, 2024, the Parties worked collaboratively to revise PZO § 503-K;
- I. WHEREAS, the City Council on March 17, 2025, introduced on first reading Ordinance No. 4357, approving a zoning code amendment establishing new sign regulations in the Pomona Zoning and Development Code section 630, said Ordinance will be in effect as of May 7, 2025; and
- J. WHEREAS, the Parties desire to avoid the expense, inconvenience, and uncertainties of litigation and, therefore, desire to settle and compromise their differences and all disputes existing and potentially existing between them, without the admission of liability by any of them. The Parties hereby, with the intention of resolving and releasing all claims arising out of or related to the Action, enter into this Agreement to formally memorialize the terms of the settlement as set forth below.

TERMS AND CONDITIONS

Now, in consideration of the foregoing recitals, which are incorporated herein, the mutual understandings contained in this Settlement Agreement and other good, valuable and sufficient consideration, the Parties agree as follows:

1. CONSIDERATION

1.1 Pomona Zoning Ordinance Section 503-K

Pomona Zoning Ordinance Section 503-K was amended to address constitutional concerns. The Parties worked collaboratively on the drafting and adoption of the new City sign regulations in the Pomona Zoning and Development Code section 630. Gente agrees that it will not file a lawsuit facially challenging the constitutionality of the revised sign code that was adopted by the City Council on April 7, 2025.

1.2 Pomona Public Art Code section 1330(G)

City will not enforce Public Art Code section 1330(G) until the new ordinance is adopted. City will provide Gente and the ACLU SoCal an opportunity to weigh in on the draft ordinance before it is considered by the City Council. Gente does not waive or release any potential claims relating to any ordinance the City adopts in the future as a replacement for or in connection with Public Art Code section 1330(G). Gente agrees that it will not bring any litigation challenging the Public Art Code without explaining their objections to the City's draft ordinance and giving the City the opportunity to amend the draft ordinance to address their objections.

1.3 Rescindment and Refund of Citations

City agrees that as a condition of this Settlement Agreement it will rescind the citations against Gente and refund \$394 to Gente, which is the total sum of the citation payments the organization made to the City.

1.4 Agreement Regarding Current Sign Permit

City agrees that Gente's current signage may be replaced at any time within the five-year period of the current permit, which commenced on January 16, 2025, without a need for new permits, as long as the signage maintains the same size and materials of the approved signage.

1.5 Letters Thanking Parties for their Collaboration in Revising Signage Code

Upon execution of the Settlement Agreement, City agrees to provide letters thanking Gente, ACLU SoCal, and Sheppard Mullin Richter & Hampton LLP for their work in assisting the City in revising its sign code to address constitutional concerns with the earlier version of the code.

1.5 Attorney's Fees and Costs

Within 45 days of the execution of the Settlement Agreement, City agrees to provide Gente's counsel the sum of \$150,000 in full satisfaction of any claim for attorney's fees and costs.

1.6 Dismissal of Action with Prejudice

Upon execution of the Settlement Agreement, Gente will take all necessary steps to dismiss the Action with prejudice.

2. CONDITIONS PRECEDENT

This Settlement Agreement will not be effective and binding on all Parties, and thus the Parties will not be required to take any actions pursuant to this Settlement Agreement, until all of the following conditions precedent have occurred ("Effective"):

1. All parties execute this Settlement Agreement; and
2. The Pomona City Council Approves the Settlement Agreement.

3. FULL SETTLEMENT

Except for the obligations set forth in the Agreement or otherwise noted herein, the Parties acknowledge that the Attorney's Fees and Costs Payment shall constitute full and final settlement of all claims the Parties have against one another concerning the Dispute (as defined herein).

4. RELEASE

4.1 Definition of Dispute

"Dispute," as used herein, is defined as (1) the validity and Constitutionality of the two citations the City issued to Gente (on March 13, 2023 and on April 25, 2023); and (2) the applicability and constitutionality of the City's sign code in effect at the time of the citations, which was then designated as PZO § 503-K.

4.2 Release of Claims by Gente

Except as set forth by this Settlement Agreement, Gente releases and discharges all claims of every kind whatsoever whether known or unknown, which Gente or any of its agents, representatives, employees, predecessors, successors and/or assigns, asserts or could assert against City or any of its officials, officers, consultants, agents, representatives, insurers, employees, successors and/or assigns, arising from the Dispute ("Gente's Releases"). Nothing in this Agreement shall be construed or implied to release or preclude Gente from bringing an action or asserting claims for breach of this Agreement and/or enforcement of this Agreement.

4.3 Civil Code Section 1542 Waiver.

(a) With respect to the releases described in Gente's Releases, the Parties expressly waive all rights under California Civil Code section 1542 which provides that a general release does not extend to unknown or unsuspected claims which, if known, would have materially affected the settlement. California Civil Code section 1542 provides:

"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.”

The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to the release of claims. The Parties agree that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or any discovery thereof.

The Parties further acknowledge and agree that waivers of rights under Section 1542 of the California Civil Code have been separately bargained for and are essential and material terms of this Settlement Agreement, and, without such waivers, this Settlement Agreement would not have been entered into.

5. GENERAL PROVISIONS.

5.1 Representation and Warranty. The Parties and signatories hereby each represent, covenant and warrant that they are authorized (individually or by their respective principals) to enter into and execute this Settlement Agreement and that they have not previously assigned any claims released or assigned in this Settlement Agreement, in whole or in part, or taken any other steps which would adversely affect the rights which are the subject of this Settlement Agreement. In the event that any of the above representations and/or warranties are breached or any of the representations and/or warranties contained in this subparagraph prove false, the breaching/misrepresenting Party hereby agrees to defend, indemnify and hold the other Parties harmless from all damages, loss, liability, costs and attorneys' fees resulting from said breach/misrepresentation.

5.2 No Reliance. Each Party acknowledges: (i) this Settlement Agreement is the resolution of a fully matured set of facts and each Party individually declares and represents it is executing this Settlement Agreement in reliance solely on its own judgment, belief, and knowledge of the facts surrounding the transactions described in this Settlement Agreement; (ii) this Settlement Agreement is made without reliance upon any statement or representation not contained in this Settlement Agreement of any other Party, or any representative, agent or attorney of any other party; (iii) no promise, inducement or agreement not expressed in this Settlement Agreement has been made to any Party; and (iv) the recitals, terms and conditions contained in this Settlement Agreement are contractual and not mere recitals.

5.3 Discovery. Each Party acknowledges that it may subsequently discover facts different from, or in addition to, those which it now believes to be true with respect to the Gente's Releases, and agree this Settlement Agreement shall be and remain effective in all respects notwithstanding such different or additional facts.

5.4 Additional Documents. The Parties agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary or appropriate to carry out the intent or provisions of this Settlement Agreement.

5.5 Entire Agreement. This Settlement Agreement embodies the entire understanding and agreement among the Parties pertaining to the matters described herein and supersedes and

cancels all prior oral or written agreements among the Parties. No modification of this Settlement Agreement shall be valid unless agreed to in writing by the Parties.

5.6 Voluntary. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or other entity.

5.7 Consultation with Legal Counsel. The Parties acknowledge that they have had the right to seek counsel in the preparation of this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect. Except as provided for in this Settlement Agreement, none of the Parties have been influenced to any extent whatsoever in executing this Settlement Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Party or said Party's counsel.

5.8 Drafting of Settlement Agreement. None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Settlement Agreement for purposes of construing the provisions thereof. The language in all parts of this Settlement Agreement shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

5.9 Waiver. No provision of this Settlement Agreement may be waived unless in writing and signed by all Parties hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

5.10 Assignment. Each Party represents and warrants that it has not assigned or otherwise transferred any interest in any claims which are the subject matter hereof. Each Party agrees to indemnify and hold any other Party, and each of them, harmless from any liability, loss, claims, demands, damages, costs, and expenses for attorney's fees incurred by any of them as a result of any person asserting such assignment of transfer.

5.11 Governing Law. This Settlement Agreement is entered into in the County of Los Angeles, State of California, and shall be interpreted pursuant to California law.

5.12 No Promise or Warranty. No promise or warranty shall be binding on the Parties except as expressly contained in this Settlement Agreement.

5.13 Settlement Agreement Binding on Assignees, Successors. This Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the Parties, and to all affiliates, dba's or any other associated entities.

5.14 Severability. In the event that any portion of this Settlement Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Settlement Agreement and this Settlement Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Settlement Agreement would be frustrated.

5.15 Counterparts. This Settlement Agreement may be executed in multiple counterparts, all of which shall constitute a binding Settlement Agreement. Facsimile and/or PDF signatures, when received, shall have the same force and effect as original signatures.

[SIGNATURES ON NEXT PAGE]

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS
A GENERAL RELEASE OF CLAIMS KNOWN AND UNKNOWN.

The Parties have executed and delivered this Settlement Agreement consisting of six (6) pages (not including this signature page).

WHEREFORE, the undersigned have read the foregoing Settlement and Release Agreement, and fully understanding it agree to its terms, hereby execute this Settlement Agreement and make it effective on the date of the last signature hereto.

CITY OF POMONA


By: 

Print Name: Anita D. Scott

Title City Manager

Date 5/22/25

GENTE ORGANIZADA

By 

Print Name Ivan Hernandez

Title Director & Board Secretary

Date 05/19/2025