

CITY OF CORONA
SETTLEMENT AGREEMENT AND MUTUAL RELEASE

(Daniel Alberto Valenzuela Rodriguez adv. City of Corona - Claim # 0619-01)

1. PARTIES.

This Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Claimant Daniel Alberto Valenzuela Rodriguez (“Claimant”) and the City of Corona and its police officers, including Officer Jason Gardner and Officer Edgar Castaneda (individually and collectively the “City”). Claimant and City are sometimes referred to individually as “Party” and collectively as the “Parties” in this Agreement.

2. RECITALS.

2.1 Claim. On or about June 12, 2019, Claimant presented a Government Tort Claim, Claim No. 0619-01, against the City (the “Claim”). In his Claim, Claimant alleges, in essence, that the City violated federal and state law during a January 31, 2019 traffic stop which ultimately culminated in Claimant being arrested and deported by federal immigration authorities for overstaying his visa (the “Incident”). The allegations of the Claim are incorporated herein by reference for the sole purpose of explaining the nature of Claimant’s allegations.

2.2 Denial of Claimants’ Allegations. The City denies generally and specifically each of the allegations made against it in the Claim, and denies wrongdoing or liability.

2.3 Settlement. The Parties now desire to fully and finally settle and resolve any and all rights, claims, disputes, causes of action and alleged claims which currently exist or may in the future exist in favor of the Parties, including, but not limited to, all claims arising out of and set forth in the Claim and/or related to the Incident. The Parties expressly intend that this settlement shall further pertain to any claims for attorneys’ fees, expert fees, witness fees, and/or other costs, and any alleged claims for abuse of process, malicious prosecution, civil rights violations, etc., in connection with the Claim.

3. TERMS.

In consideration of the foregoing recitals and promises, mutual covenants and warranties set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

3.1 Recitals. The Recitals are incorporated into and are a part of this Agreement.

3.2 Settlement Payment. In consideration of this Agreement, and the promises set forth herein, the City agrees to pay to Claimant the total sum of Thirty-Five-Thousand Dollars (\$35,000) (the “Settlement Amount”) in full and complete settlement of the Claim and any liability arising out of the Incident. Payment of the Settlement Amount shall be in the form of a check payable to Daniel Alberto Valenzuela Rodriguez, which shall be mailed to Claimant’s

attorney, Eva Bitran at the ACLU Foundation of Southern California, within 15 business days of execution of this Agreement by Claimant and Claimant's Counsel.

3.3 No Further Obligation. Upon payment of the Settlement Amount, the City shall have no further obligation to Claimant or his attorneys or agents regarding the Claim or the Incident.

3.4 Each Party to Bear Its Own Costs and Fees. Each Party shall bear its own attorney's fees and all other costs (including costs of expert witnesses or other consultants) incurred in the preparation for filing, prosecution of and defense of the Claim and in the preparation, negotiation, and drafting of this Agreement.

3.5 Mutual Release. In further consideration of this Agreement and in recognition of the benefits to be derived therefrom, and except as to the rights, duties, and obligations of the Parties as set forth in this Agreement, the Parties, and each of them, hereby release, and fully and finally and forever discharges the other, as well as their respective elected and appointed officials, board members, owners, predecessors, successors, heirs, executors, administrators, members, managers, assigns, agents, directors, officers, partners, employees (including all officers of the Corona Police Department), representatives, insurance companies, law firms and lawyers, and all persons acting by, through, under, or in concert with them or any of them, past and present (hereinafter collectively called "Additional Releasees") of and from any and all manner of actions or causes of action, in law or in equity, suits, debts, liens, liabilities, claims, demands, and damages of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Released Claims"), including, without limitation, Released Claims which either Party now has or may in the future have against the other Party and/or the Additional Releasees as alleged in or arising out of, or which could have been raised in, or related to the Incident and/or Claim.

3.6 Civil Code section 1542 Release. The Parties, and each of them, intend that this Agreement shall be a full and final settlement of and bar to any and all claims and/or causes of action arising between and/or among them, including without limitation, the Released Claims. In connection with the release made herein, the Parties acknowledges that they may hereafter discover facts different from or in addition to the facts which they may know or believe to be true with respect to the Claim and/or the Released Claims, but that they intend to fully and forever settle all disputes with each other and Additional Releasees. In furtherance of such intention, the release given herein shall be and remain in effect as a full and complete mutual release, notwithstanding discovery of any such different or additional facts. Therefore, the Parties acknowledge that they have been informed of, and are familiar with, the provisions of Civil Code section 1542, which provides 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.

The Parties, and each of them, hereby waive and relinquish all rights and benefits under Civil Code section 1542 to the full extent that they may lawfully waive all such rights and benefits pertaining to the Released Claims.

3.7 Continuing Jurisdiction of Court. The Parties stipulate that the Superior Court shall have jurisdiction over this matter to enforce this settlement pursuant to Code of Civil Procedure section 664.6.

3.8 Denial of Liability. The Parties agree and mutually acknowledge that this Agreement is for settlement purposes only. The Parties have denied, and continue to deny, any wrongdoing in connection with the actions or inactions alleged in the Claim. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute any admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties, or any admission by and of the Parties of any claim or allegations made in any action against such party. This Agreement is entered into to avoid the attorneys' fees, costs, expenses and risks associated with litigation of the claims and defenses asserted in the Claim, including, without limitation, the Released Claims.

3.9 No Assignment of Claim. The Parties represent and warrant that they have not sold, assigned or transferred, or purported to sell, assign or transfer, and shall not hereafter sell, assign or transfer, any obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, rights, actions, or causes of action released pursuant to this Agreement, including, without limitation, the Released Claims.

3.10 Tax Consequences. The Parties make no representations as to whether there are any tax consequences associated with this settlement. The Parties agree that each Party is responsible for making its own determination of the tax consequences of the settlement.

3.11 Integrated Agreement. This Settlement Agreement is the final and entire agreement between the Parties concerning the subject matter of this Agreement. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings of the Parties. This Agreement cannot be modified except by a written document signed by all of the Parties. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated agreement.

3.12 Warranty of Authorization. Any person executing this Agreement on behalf of any Party does hereby personally represent and warrant to the other Parties that he or she has the authority to execute this Agreement on behalf of, and to fully bind, such Party.

3.13 Independent Representation by Counsel. The Parties represent and declare that in executing this Agreement, they have relied solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel,

concerning the nature, extent and duration of their rights and claims hereunder, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Agreement by any representations, statements or omission pertaining to any of the matters herein contained by any Party or by any persons representing any Party.

3.14 Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to instruments, persons and transactions having legal contacts and relations solely within the State of California.

3.15 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such a portion shall be deemed severed from this Agreement, and the remaining portions shall remain in full force and effect as though such invalid or unenforceable provisions or portions had not been a part of this Agreement.

3.16 Construction. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

3.17 Headings. The headings of this Agreement are for convenience and ease of reference only and shall not be used to construe, expand, or limit the terms of this Agreement.

3.18 Execution in Counterparts. This Agreement may be executed in counterparts by the Parties, by either an original signature or signature transmitted by facsimile transmission or other similar process, and shall become effective and binding upon the Parties at such time as all of the signatories hereto have signed the original or a counterpart original of this Agreement. All counterparts so executed shall constitute one Agreement, binding upon all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

3.19 Attorney's Fees. Should any Party hereto reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement as set forth in the Agreement, including but not limited to, instituting or defending any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach or any provision hereof, for declaration of such Parties' rights or obligations hereunder or for any other judicial remedy, then, if said matter is settled by arbitration or judicial determination, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs.

3.20 Survivability of Covenants. All representations and agreements set forth in this Agreement shall be deemed continuing and shall survive the execution date of this Agreement.

3.21 No Construction Against Drafter. Each of the Parties agrees that each has participated in arriving at the final language of this Agreement and, therefore, this Agreement shall not be construed against any party as the drafter.

3.22 Covenant to Take Further Actions Necessary. The Parties hereby agree to execute such other documents and to take such other action as may be reasonably necessary to further the purpose of this Agreement, with the Parties to bear their own costs and attorneys' fees for these additional actions.

3.23 Third-Party Beneficiaries. Except for the rights of beneficiaries pursuant to the releases provided, including but not limited to all officers of the Corona Police Department, there are no third-party beneficiaries to this Agreement and nothing herein shall confer any enforceable rights on non-signatory persons or entities.

3.24 Effective Date. This Agreement shall be effective as of the date of its complete execution by the last signing party.

3.25 Finality. This Agreement is intended to be final and binding on each of the Parties, and is further intended to be effective as a full and final accord and satisfaction between them regardless of any claims of fraud, misrepresentation, concealment of fact, mistake of fact or law, or any other circumstances whatsoever. Each Party relies upon the finality of this Agreement as a material factor inducing that Party's execution of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

(Daniel Alberto Valenzuela Rodriguez adv. City of Corona - Claim # 0619-01)

EACH OF THE UNDERSIGNED HEREBY DECLARES THAT THE TERMS OF THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE HAVE BEEN COMPLETELY READ AND ARE FULLY UNDERSTOOD, AND BY EXECUTION HEREOF VOLUNTARILY ACCEPTS THE TERMS WITH THE INTENT TO BE LEGALLY BOUND THEREBY.

CITY OF CORONA

By:

Jacob Ellis
City Manager

Date

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
John Higginbotham
City Attorney's Office
Attorneys for City of Corona

CLAIMANT

By:



Daniel Alberto Valenzuela Rodriguez
Claimant, an Individual

Feb. 25 2020

Date

Approved as to Form:



Eva Bitran
ACLU Foundation of Southern California
Attorneys for Claimant

2/26/20