

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into as of November 19, 2020, by and among Joseph Safuto (“Petitioner”) and the City of Los Angeles (the “City”). The City and Petitioner may sometimes be each referred to as a “Party” or, collectively, the “Parties.”

### RECITALS

- A. WHEREAS, on July 22, 2019, Petitioner filed a lawsuit against the City in the Superior Court of California, Los Angeles County, Case No. 19STCP03110 (the “Lawsuit”), challenging the City’s towing of his vehicle, the administrative decision upholding the tow, and the City’s policies and practices that resulted in that tow.
- B. WHEREAS, the City denies the allegations made by Petitioner in the Lawsuit;
- C. WHEREAS, the Parties have agreed to settle the matters raised in the Lawsuit;
- D. WHEREAS, by this Agreement, the Parties intend to settle any and all of Petitioner’s claims or causes of action, including those for injunctive and declaratory relief, monetary relief, damages, attorneys’ fees and all other expenses and costs that have been or will be incurred in connection with the allegations raised in the Lawsuit.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Timeline: Unless otherwise stated, the City agrees to comply with the following terms within 30 days of the date of this Agreement.
- 2. Non-Monetary Terms:
  - a. The City will make and maintain the following modifications to the Community Assistance Parking Program or any successor program (collectively “CAPP”). The intent of CAPP is to provide a mechanism for individuals who are homeless or at risk of experiencing homelessness, to resolve open or unpaid parking tickets through community or social service.
    - i. The City agrees to lift the Department of Motor Vehicles (DMV) registration hold on a CAPP participant’s vehicle upon their enrollment in CAPP to reduce the risk of a participant having their vehicle towed or losing their vehicle after it is towed. The City implemented this change in November 2019.

- ii. Upon a participant's enrollment in CAPP, the City agrees to suspend the citations that are enrolled in the participant's CAPP contract(s) to ensure the participant's vehicle is not towed or booted for having been issued five or more notices of parking violations. The City implemented these changes in November 2019.
  - iii. CAPP participants whose vehicles have been booted or towed prior to a person's enrollment in CAPP are assisted immediately. The City agrees to eliminate any minimum parking citation payment prerequisite for releasing impounded vehicles and will provide a vehicle release authorization upon a participant's enrollment in CAPP. The City implemented these changes in November 2019.
- b. The City agrees to maintain and abide by its written Administrative Procedural Manual (Manual) for the CAPP program, and to make any necessary amendments to current written procedures to be consistent with the terms of this Agreement by the end of the first quarter of 2021. The City will email a copy of the Manual to Petitioner's counsel by December 15, 2020 and also the updated manual by the end of the first quarter of 2021. The City agrees to distribute upon request a CAPP information sheet or pamphlet, and place a link to same on the CAPP website, to assist CAPP participants and their advocates.
- c. The City agrees that a CAPP Contract Administrator will serve as a CAPP ombudsperson and will be responsible for communication with and responding to questions or problems raised by CAPP participants or advocates/service providers if issues are not resolved by contact with CAPP staff. The City agrees to specify the availability of an ombudsperson's in CAPP's Administrative Procedural Manual. The City agrees that a CAPP participant and their citations will not be unenrolled from CAPP while an inquiry to the ombudsperson is pending. The City will identify the ombudsperson's availability in the CAPP contract, in social service providers' training materials/Service Provider Form, and on the main CAPP information website.
- d. The City agrees to eliminate the deadline for enrollment in the Extended Payment Plan and Extended Plus Payment Plans, in order to make them more accessible to low-income vehicle owners, particularly vehicle owners that do not currently qualify for CAPP. This change will take effect as of January 1, 2021.
- e. The City will enhance the clarity of the public information it provides about CAPP and its parking citation payment plans for individuals who are eligible for these programs and will continue educating City departments responsible for issuing parking citations and enforcing parking violations. This outreach will be on an ongoing basis:
  - i. The City will include information about CAPP on parking citations in larger and different color font than the general text of the citation. New

parking citation forms for LADOT have been printed to implement this change, as reflected in Exhibit A to this Agreement, and the City will begin using the new citation forms as soon as the existing stock has been used, and coordinate same with other City departments also issuing parking citations.

- ii. Written and electronic materials issued by LADOT about CAPP and its payment plans will be updated as necessary to reflect the terms of this Agreement. This includes the CAPP information page (currently <https://ladotparking.org/operations-support/capp-info/>) to include CAPP FAQ directly on the CAPP information page as well as a link to the CAPP Information Sheet or pamphlet (2(b).)
  - iii. The City agrees to have a link for CAPP and payment plan options on the main menu or parking citation pages of the LADOT website. The City also agrees to include links to CAPP and payment plan options immediately under the “Pay a Parking Citation” link on the processing website’s main menu page (currently [https://prodpci.etimspayments.com/pbw/include/laopm/pvb\\_home.html](https://prodpci.etimspayments.com/pbw/include/laopm/pvb_home.html)).
  - iv. The City, will inform Los Angeles Police Department (LAPD) officers and LADOT employees involved in the enforcement of the California Vehicle Code, including, hearing officers, and other officers responsible for parking enforcement, about CAPP, its operational guidelines and the intent of the program as described in 2 a. The City will (1) issue an LAPD Special Bulletin about CAPP about CAPP within the first quarter of 2021 and (2) agrees to continue outreach and training on an ongoing basis as it appears necessary to keep all relevant City departments current on CAPP operational guidelines.
- f. The Parties agree that eliminating the \$115 OPG vehicle release fee (Los Angeles Municipal Code Section 80.77.1) for CAPP participants or allowing CAPP participants to pay off the vehicle release fee as part of their CAPP contract would decrease the likelihood that CAPP participants might lose their vehicle due to inability to pay impound fees after impound due to unpaid parking citations. The City will use its best efforts in the future to seek additional resources to cover this fee up-front for CAPP participants and roll the amount onto the contract.
- g. The Parties agree that expansion of CAPP eligibility to include low-income or indigent vehicle owners will extend the reach of the City’s parking enforcement citation payment programs to aid more low-income or indigent persons to pay off citations. The City will use its best efforts in the future to seek additional resources to expand CAPP to low-income vehicle owners.
3. Monetary Terms. The City agrees to pay a total amount of \$49,500.00, in full and final settlement, which includes \$9,500 for any and all claims for damages to be paid

to Petitioner, Joseph Safuto, and \$40,000 for any and all attorneys' fees and costs to be paid to Petitioner's counsel, Legal Aid Foundation of Los Angeles ("Settlement Sum"). Within 30 days of receipt of the following: (a) an executed copy of this Agreement, and (b) a completed IRS W-9 form from both Petitioner and the Legal Aid Foundation of Los Angeles, the City will obtain any required approvals as set forth in paragraph 7 and pay the Settlement Sum. The City will pay the Settlement Sum in the form of two checks made payable to Joseph Safuto and the Legal Aid Foundation of Los Angeles, for their respective distributions, and will mail the checks to the Legal Aid Foundation of Los Angeles, 1550 W. 8<sup>th</sup> St., Los Angeles, CA 90017. The Settlement Sum checks may also be made available for pick-up at the Office of the City Attorney, 200 N. Main St., Rm. 675, Los Angeles, CA 90012, on request of Legal Aid Foundation of Los Angeles.

4. Release: The following release will become effective upon the City's payment to Petitioner of the Monetary Term as provided in Paragraph 3 above.

Petitioner and his heirs, spouses, trustees, successors, assigns, agents, representatives, attorneys, employees, officers, directors, shareholders, members, managers, principals, partners, insurers, and predecessors does hereby forever release, acquit, and discharge the City and all of its boards, bureaus, departments, administrators, officers, agents, employees, and all persons that acted on behalf of the City from any and all claims, demands, actions, causes of action, suits, covenants, settlements, contracts, agreements, and liabilities for personal injuries, property damage, loss, cost or expense of every nature whatsoever, whether known or unknown, contingent or otherwise, at law or in equity, and whether or not expected to exist which Petitioner had, has or may have against the City, arising out of or related to the Lawsuit, and any allegations, events, transactions or occurrences that were alleged or that could have been alleged therein.

4.1 The Parties hereby expressly waive in connection with this settlement, the provisions of California Civil Code § 1542, which 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 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

4.2 Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the Parties to fully, finally and forever settle and release the matters related hereto. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

5. Notice of Conditional Settlement and Dismissal with Prejudice: Petitioner will file a Request for Dismissal with Prejudice within 10 days of receipt of the Settlement Sum as per Paragraph 3 above. Petitioner hereby irrevocably authorizes and directs his attorneys of record to execute and deliver to the court the Dismissal with Prejudice, so that the same may be filed with the Court in accordance with this Agreement.
6. Retention of Jurisdiction: The Parties agree and intend that this Agreement is fully enforceable and binding, and admissible in any court proceeding to enforce its terms under Code of Civil Procedure § 664.6. The Parties agree that the Court will retain jurisdiction to enforce the terms of this Agreement pursuant to Code of Civil Procedure § 664.6.
7. City Approvals: Petitioner understands and agrees that this Agreement is subject to approval by City of Los Angeles officers and officials. The execution of this Agreement by Respondent and Petitioner is subject to the granting of all such approvals needed to make this Agreement final and binding. The person signing this Agreement on behalf of Respondent will recommend and promptly execute all requisite documents so that this Agreement be so approved. The Settlement Sum described in paragraph 3 will be paid when all necessary approvals are obtained.
8. Entire Agreement: This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether oral or in writing.
9. No Modifications Unless in Writing, Signed by All Parties: No modification of this Agreement will be effective unless made in a writing signed by all Parties.
10. Advice of Counsel: In entering this Agreement, the Parties represent that they have had the opportunity to seek the advice of an attorney of their own choice, to review and explain the terms of this Agreement, and/or that they have voluntarily and willingly waived such right having read and understood the Agreement.
11. Governing Law: This Agreement will be construed in accordance with the laws of the State of California.
12. Counterparts: This Agreement may be executed in any number of counterparts and multiple copies, and may be transmitted by fax or e-mail, each of which is to be considered as if it were original, but all of which together will constitute one and the same Agreement which will be fully effective against all persons executing.
13. Binding: This Agreement is binding upon and inures to the benefit of the Parties, their heirs, successors, and assigns.
14. No Admissions: This Agreement is in compromise of disputed claims, and neither the execution and delivery of this Agreement, nor the performance of any obligations

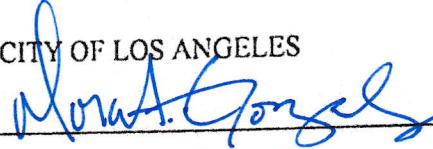
thereunder, will be construed as an admission of liability or wrongdoing or as an admission of any other matter on the part of any of the Parties, or any of them in connection with any claims in the Lawsuit and intends merely to avoid litigation.

15. Construction: This Agreement will not be construed against any of the Parties and the rule of construing contract ambiguities against the party drafting the contract is inapplicable.
16. Authority. Each person signing this Agreement on behalf of their respective corporations, represents and warrants that they are fully authorized to do so and to bind the Party for whom they are signing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Dated: 11/19/2020

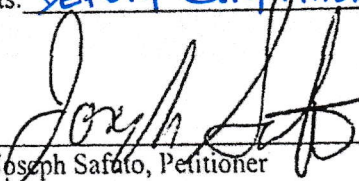
THE CITY OF LOS ANGELES

By: 


Printed: DORA A. GONZALEZ

Its: Deputy City Attorney

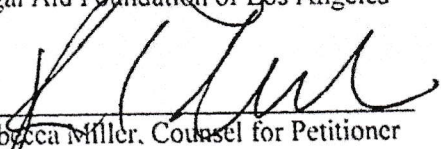
Dated: Nov 18 2020

  
Joseph Safato, Petitioner

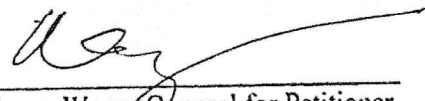
Dated: 11/18/2020

  
Shayla Myers, Counsel for Petitioner  
Legal Aid Foundation of Los Angeles

Dated: 11/12/2020

  
Rebecca Miller, Counsel for Petitioner  
Western Center on Law & Poverty

Dated: 11/19/2020

  
Adrienna Wong, Counsel for Petitioner  
ACLU of Southern California