

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (“AGREEMENT”) is entered into by and between the Stop LAPD Spying Coalition (“Petitioner”) on the one hand, and the City of Los Angeles (“Respondent”), on the other hand. Petitioner and Respondent are together referred to as “the Parties.” This AGREEMENT settles any and all of Petitioner’s claims or causes of action, including those for mandamus relief and/or injunctive relief against Respondent as well as claims for monetary relief, damages, attorneys’ fees, expert witness fees and expenses, and any and all other expenses and costs that have been or will be incurred, in connection with the allegations raised in the below-defined Litigation. Therefore, this AGREEMENT will satisfy all of Petitioner’s claims against Respondent as set forth in the Litigation.

### **RECITALS**

This AGREEMENT is based on the following facts:

A. On or around May 10, 2017, under the California Public Records Act (“CPRA”), Hamid Khan, on behalf of Petitioner, made a request to the LAPD for nine categories of records or information related to Operation LASER, the LAPD’s now-discontinued person-based and location-based predictive policing system. The LAPD did not produce the requested records or information.

B. On or around February 21, 2018, Petitioner filed a Verified Petition for Writ of Mandate in the Los Angeles Superior Court seeking an order compelling Respondent to produce the records and information that it requested on or around May 10, 2017. This lawsuit was entitled *Stop LAPD Spying Coalition v. City of Los Angeles*, Case No. BS172216 (“the Litigation”).

C. On or around March 22, 2018, Respondent filed its Answer to the Verified Petition for Writ of Mandate.

D. After the Petition for Writ of Mandate was filed but before a briefing schedule was set, the Parties resolved eight of the nine categories of requested records.

E. The Parties continued to engage in settlement discussions and on or around August 19, 2019, the Parties were able to resolve the ninth and final category of requested records, and on September 16, 2019, Respondent produced the final set of records to Petitioner, thereby satisfying Petitioner's CPRA request and the claims it made in the Litigation.

F. On September 18, 2019, the Parties were able to resolve Petitioner's claims for attorneys' fees and costs.

G. Respondent denies each of the allegations stated in the Verified Petition for Writ of Mandate, and nothing stated within this AGREEMENT shall be construed as an admission of such allegations. Respondent does not admit liability or responsibility as the Parties hereby enter into this AGREEMENT for the purpose of settling all of Petitioner's claims against Respondent, without further protracted litigation, and for purposes of resolving the claims as alleged and/or asserted in the Verified Petition for Writ of Mandate and the Litigation.

H. The Parties acknowledge and agree that the terms of this AGREEMENT are fair, reasonable, adequate, in their mutual best interest, and the product of joint negotiation through counsel.

I. The Parties acknowledge that they are waiving significant legal rights and/or claims by entering into this AGREEMENT. Each party has consulted with legal counsel, has a full and complete understanding of the terms and legal effect of the AGREEMENT, and intends to be bound thereby.

J. In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the Parties as follows:

**TERMS OF AGREEMENT**

**1. FULL AND FINAL RESOLUTION:** This AGREEMENT, once approved, constitutes a full and final resolution of any and all claims that are or could be made by or between Petitioner and Respondent related to the Litigation and the underlying California Public Records Act request referenced in Paragraph A. Furthermore, this AGREEMENT constitutes a full and final resolution of the claims raised in the Litigation.

**2. PAYMENT OF SETTLEMENT FUNDS:** The City shall pay the sum of \$35,000 (the “settlement funds”) to the Law Office of Colleen Flynn, in total payment for, and in full satisfaction of any and all of Petitioner’s claims, including without limitation any claims for damages, attorneys’ fees, litigation expenses and costs against Respondent. Respondent will need a completed Form W-9 from Petitioner’s counsel in order to process the payment.

**3. RELEASE:** Except for the obligations expressly set forth in this AGREEMENT, Petitioner, and each of its personal representatives, officers, employees, attorneys, administrators and assigns, hereby agree to fully and forever release and discharge Respondent, together with their elective and/or appointive boards, agents, servants, past or present employees, consultants, departments, commissioners, officers, insurers, and any and all persons, past or present, acting by, through, under, or in concert with them from any and all claims, actions, causes of action, liabilities, damages, demands, attorneys’ fees, expenses and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereafter shall

or may exist, related to the Litigation and the underlying California Public Records Act request referenced in Paragraph A, including but not limited to those which are alleged or set forth in the pleadings on file in the Litigation.

Petitioner represents and warrants that it has not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer, to any third party or entity (including without limitation any insurer) any interest in any of the claims alleged in the Litigation.

**4. WAIVER OF CIVIL CODE OF SECTION 1542:** Petitioner, and each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which 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.

Petitioner acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Petitioner acknowledges that this AGREEMENT has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses and acknowledges and waives such claims.

**5. RELEASE EFFECTIVE AS TO SUBSEQUENT DISCOVERY OF**

**EXISTING FACTS:** Petitioner acknowledges and agrees that even if it later discovers facts in addition to, or different from, those which either it now knows or believes to be true with respect to the subject matter of this AGREEMENT, that it is its intention to fully settle and release and forever discharge all of the claims that are released and discharged by this AGREEMENT. The releases herein shall be, and shall remain in effect, as full and completed releases, notwithstanding the discovery or existence of additional or different facts related to the Litigation and the underlying California Public Records Act request referenced in Paragraph A. Petitioner accepts and assumes the risk that such facts may be in addition to or different from the facts now known or believed to be true and agrees that the releases herein shall remain in all respects effective and shall not be subject to termination or rescission by reason of any such additional or difference in fact.

**6. DISMISSAL WITH PREJUDICE AS TO ENTIRE ACTION:** As part of the consideration for the Parties entering into this AGREEMENT, Petitioner agrees to file with the Court a Request for Dismissal, With Prejudice, of the Litigation against Respondent within 5 days of receiving the settlement funds from Respondent, as set forth above. Petitioner also agrees to provide Respondent with a file-endorsed copy of the Request for Dismissal, dismissing, with prejudice, the entire Litigation against Respondent.

**7. SEVERABILITY:** If any term of the AGREEMENT is determined by any court to be unenforceable, the other terms of the AGREEMENT shall nonetheless remain in full force and effect.

**8. AUTHORITY:** Each party hereby represents and warrants that the party executing this AGREEMENT is a duly authorized signatory.

**9. INDEPENDENT ADVICE:** Each party acknowledges and agrees that it has been represented or had the opportunity to be represented throughout the negotiation and documentation of this AGREEMENT by counsel of the party's choice and has been advised or had the opportunity to be advised by such counsel with respect to this AGREEMENT and the effect of the releases given in this AGREEMENT. Each party further acknowledges and agrees that it has read this AGREEMENT, knows its contents and effect and, in executing this AGREEMENT, has relied solely on its own judgment, belief and knowledge and the advice and recommendations of such party's counsel. None of the Parties have been induced to enter into this AGREEMENT by any representation or statement of any other party not expressly contained in this AGREEMENT.

**10. SUCCESSORS AND ASSIGNS:** This AGREEMENT shall be binding upon the successors and assigns of the PARTIES to this AGREEMENT.

**11. INTEGRATION; CONDITIONS PRECEDENT:** This AGREEMENT shall be of no force or effect, and will be neither binding nor enforceable, even if signed by one or more parties, unless and until the AGREEMENT has been fully executed by the Parties and fully executed counterparts have been delivered to counsel for the parties. This AGREEMENT sets forth the entire agreement between the Parties relating to the subject matter of this AGREEMENT. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party with respect to the subject matter of this AGREEMENT. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are of no force or effect.

**12. NO ADMISSION OF LIABILITY:** Each party acknowledges and agrees that this AGREEMENT accomplishes the compromise of disputed claims and is not intended to constitute an admission of liability, wrongdoing or error on the part of any other party. Any liability, wrongdoing or error is expressly denied by each party to this AGREEMENT.

**13. ATTORNEYS' FEES:** Except as set out in Paragraph 2, above, the Parties shall bear their own fees, costs and expenses incurred in connection with the disputes between the Parties which are the subject of, or related to, the Litigation and this AGREEMENT.

**14. TITLES AND CAPTIONS:** Titles and captions contained in this AGREEMENT are inserted as a matter of convenience and for reference, and are not intended and shall not be construed to define, limit, extend or otherwise describe the scope of this AGREEMENT or any provision of this AGREEMENT.

**15. MODIFICATION AND AMENDMENT:** No modification or amendment of any of the terms or provisions of this AGREEMENT shall be binding upon any party unless made in writing and signed by such party or by a duly authorized representative or agent of such party.

**16. GOVERNING LAW:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly performed within said state.

**17. NO CONSTRUCTION:** No party or party's counsel shall be deemed to be the drafter of this AGREEMENT for purposes of interpreting or construing any of the provisions of this AGREEMENT. This AGREEMENT shall be interpreted in accordance with the fair meaning of its language and not strictly for or against any of the parties to this AGREEMENT.

**18. EXECUTION IN COUNTERPARTS:** This AGREEMENT may be executed on separate counterparts and will become effective upon signature by all parties upon one or more of such counterparts.

IN WITNESS THEREOF, the following have signed this AGREEMENT on the dates indicated below.



\_\_\_\_\_  
Colleen Flynn, the Law Office of Colleen Flynn  
Attorney for Petitioner Stop LAPD Spying Coalition

9/25/2019  
Date: \_\_\_\_\_

\_\_\_\_\_  
Hamid Khan, Campaign Coordinator for  
Petitioner Stop LAPD Spying Coalition

Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Ugaz, Deputy City Attorney  
Attorney for Respondent City of Los Angeles

Date: \_\_\_\_\_