

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (“AGREEMENT”), confirms the stipulated settlement entered into by and among PAUL BARRON (hereafter “PLAINTIFF”), and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (“DEFENDANT”), in Los Angeles County Superior Court Case No. 22STCV30013.

I. INTRODUCTION

There is now pending in the Los Angeles County Superior Court an action entitled *PAUL BARRON v. CITY OF DOWNEY, COUNTY OF LOS ANGELES, COUNTY SANITATION DISTRICT 2 OF LOS ANGELES COUNTY, a public entity; et al.*, Los Angeles County Superior Court Case No. 22STCV30013. The complaint for damages filed by the PLAINTIFF (the “COMPLAINT”) contains, among other issues, allegations of personal injuries, together with claims for, among other things, general and special damages. The COMPLAINT, and the charging allegations set forth therein, are referred to and incorporated herein by this reference as though set forth in full. DEFENDANT denies the material allegations set forth in the COMPLAINT, and denies having any liability to PLAINTIFF, and this settlement is not to be construed as an admission of liability by or on behalf of DEFENDANT, by whom liability is expressly denied.

II. DEFINITIONS

As used in this AGREEMENT, the following phrases and words have the following meanings:

- 2.1 The “ACTION” shall refer to the lawsuit entitled *PAUL BARRON v. CITY OF DOWNEY, COUNTY OF LOS ANGELES, COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a public entity; et al.*, Los Angeles County Superior Court Case No. 22STCV30013, and all CLAIMS asserted in or arising out of said lawsuit.
- 2.2 “CLAIM” or “CLAIMS” shall mean and refer to any and all CLAIMS, demands, liabilities, losses, damages, errors, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, liability without fault, misrepresentations, material omissions, fraud, deceit, breaches of contract, breaches of warranties, economic damages, non-economic damages, compensation, property damage, loss of use, loss of services, personal injury, bodily injury, emotional distress, annoyance, inconvenience, attorney’s fees, experts fees, repair costs, investigative costs, future professional fees, consultative expenses, additional insured endorsement issues, and any other actionable omissions, conduct or damage of any kind in nature whatsoever, whether in tort, contract or extra-contractual, actual or contingent, foreseen, known or unknown, past, present, or future claims, insofar as they arise from the DISPUTE.

- 2.3 The “DISPUTE” shall mean and refer to any and all CLAIMS which were raised, or which could have been raised, by PLAINTIFF, in the ACTION, regardless of whether such claims were or could have been made in the ACTION.
- 2.4 “RELATED PERSONS AND ENTITIES” shall mean and refer to any and all past, present and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, members, stockholders, directors, officers, employees, attorneys, insurers, lenders, mortgage holders, predecessors, successors, partners, joint venturers, legal representatives, agents, heirs, administrators, trusts, trustees, beneficiaries, creditors, and assigns.

III. NO ADMISSIONS

In making this AGREEMENT, no party hereto is admitting the sufficiency of any CLAIMS, allegations, assertions, contentions, or positions of any other party, nor the sufficiency of any defense to any such CLAIMS, allegations, assertions, contentions or positions. The parties hereto desire to resolve the CLAIMS in an amicable fashion and, pursuant to California *Code of Civil Procedure* section 877, *et seq.*, the parties have entered into this AGREEMENT in good faith and with the desire to forever settle between them the ACTION and the CLAIMS and to execute a Release as set forth herein below.

IV. PAYMENT

The consideration for and the total sum to be paid under this AGREEMENT (hereinafter “THE SETTLEMENT SUM”), is as follows:

The sum of Seven Hundred Ninety Five Thousand Dollars and 00/100 (\$795,000.00), to be paid on behalf of COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY to PLAINTIFF PAUL BARRON, by check payable to PAUL BARRON and his attorneys THE VARTAZARIAN LAW FIRM.

The settlement checks shall be exchanged for this AGREEMENT signed by PLAINTIFF and an executed Request for Dismissal of the entire ACTION with prejudice.

V. CONCURRENT TERMS OF SETTLEMENT

- 5.1 This settlement is conditional upon approval by the Board of Directors (“BOARD”) of DEFENDANT.
- 5.2 Concurrently with the execution of this AGREEMENT, PLAINTIFF shall execute and deliver to DEFENDANT’s counsel a Request for Dismissal of the ACTION with prejudice.
- 5.3 Within thirty (30) days of BOARD approval, and after delivery of the executed Request for Dismissal with prejudice, the W-9, and an executed Release and Settlement Agreement, the DEFENDANT will deliver the settlement check to the PLAINTIFF’s attorney.

- 5.4 It is understood and agreed that the Court shall retain jurisdiction pursuant to *Code of Civil Procedure* section 664.6 to enforce the terms of this AGREEMENT, and that each of the parties hereto has and retains the right to enforce any provision of this AGREEMENT by filing any appropriate action, proceeding or motion, including, without limitation, a motion pursuant to California *Code of Civil Procedure* Section 664.6 before the Court in the ACTION.
- 5.5 PLAINTIFF is and shall remain solely responsible for the payment of any and all medical or other related services rendered to him or on his behalf as a result of the CLAIMS and actions referred to herein, or the accident which is the subject matter of the ACTION. This specifically includes, but is not limited to, any benefits received from Medicare or Medi-Cal, the U.S. Military, or any other government program or healthcare provider. PLAINTIFF's counsel shall forward to counsel for DEFENDANT confirmation, on Medi-Cal letterhead, that any Medi-Cal liens have been resolved and any Medicare requirements have either been waived or satisfied. PLAINTIFF agrees to and shall defend and hold harmless DEFENDANT and DEFENDANT's insurers against any efforts by any medical provider to collect from DEFENDANT or DEFENDANT's insurers any outstanding, paid or unpaid medical or other expenses arising from medical treatment received by PLAINTIFF related to the events or incidents upon which the ACTION or CLAIMS are based.
- 5.6 PLAINTIFF is and shall remain solely responsible for the payment of any and all attorney liens as a result of the CLAIMS and actions referred to herein, or the accident which is the subject matter of the ACTION.

VI. RELEASE

NOW, THEREFORE, for the consideration described herein, and in accordance with the terms and conditions set forth hereinafter, in full and complete settlement of all CLAIMS and this ACTION, the parties hereto agree as follows:

- 6.1 PLAINTIFF, for himself, his agents, employees, heirs, executors, administrators, successors, assigns, and all others who may take any interest in the matter herein released, does hereby release, acquit, and forever discharge DEFENDANT, and all of DEFENDANT's respective RELATED PERSONS AND ENTITIES including any other County Sanitation District of Los Angeles County or any of their successors, assigns, parents, subsidiaries, affiliates, and each of their employees, former employees, officers, directors, shareholders, members, representatives, insurers, and counsel, from any and all CLAIMS, actions, causes of action, demands, rights, debts, agreements, promises, liabilities, losses, liens, including liens for medical, hospital or other healthcare treatment expenses, costs or obligations, damages, costs and expenses, whether known or unknown, of any nature or amount whatsoever, without limitation or exception, whether based on theories of contract, breach of contract, breach of mutual covenant of good faith and fair dealing, tort, violation of statute or any other theory of liability or

declaration of rights whatsoever, which either may now have accrued or which may hereafter accrue, arising directly or indirectly from or based on any cause, event, transaction, act, omission, occurrence, condition or matter, of any nature whatsoever, which has occurred or may hereafter occur and which is in any manner or to any event related to any of the matters described in, covered by or relating to the litigation referred to herein, more fully described by the pleadings and other materials contained with Los Angeles County Superior Court Case No. 22STCV30013, which file and contents are referred to and by such reference incorporated herein as though fully set forth.

- 6.2 The parties understand and agree that this release extends to and includes any and all damages, injuries and claims which they did not anticipate or know about or suspect to exist, and any and all damages, injuries and claims which may exist, and to any and all damages, injuries and claims which may develop in the future, by any cause whatsoever, and each party hereby expressly waives and relinquishes any and all such rights under any law or statute to the contrary.
- 6.3 PLAINTIFF expressly waives all rights under section 1542 of the California *Civil Code* and any similar rights in any other state in the United States.

Said section 1542 of the California *Civil Code* 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.”

PLAINTIFF understands and acknowledges the significance and consequences of the specific waiver of section 1542 of the California *Civil Code* and hereby assumes full responsibility for and releases all actions, causes of action, claims, demands, damages, compensation, costs, loss of service, expenses and attorney’s fees, which may hereafter occur or which later become known to such party.

VII. ASSUMPTION OF THE RISK

The parties fully understand and declare that if the facts with respect to which this AGREEMENT is executed are found to be different from the facts now believed to be true, each party assumes the risk of such possible difference in facts and hereby agrees that this AGREEMENT shall be and remain in full force and effect notwithstanding such difference in facts. The parties represent and covenant that they are fully informed regarding all facts related to this AGREEMENT, and will not seek to void, rescind, set aside or alter this AGREEMENT based up on an assertion of mistake of fact or law.

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VIII. FURTHER REPRESENTATIONS

The parties makes the following material representations with the understanding that each of these representations are true and accurate and that, without these representations, neither of them would enter into this AGREEMENT:

- 8.1 PLAINTIFF has not sold, transferred, conveyed, assigned, hypothecated and/or subrogated any of his rights, CLAIMS or causes of action released herein.
- 8.2 Each of the parties hereto have selected and retained their own attorneys, experts and consultants to inspect, analyze and advise them regarding the nature, extent and causes of the CLAIMS and the DISPUTE. PLAINTIFF and DEFENDANT have considered the opinions, representations, conclusions, recommendations and estimates expressed by one another and/or their experts and their attorneys, but have not relied on them in any way whatsoever, and have not been induced to enter into this AGREEMENT by reliance upon them, except to the extent that PLAINTIFF and DEFENDANT are relying upon the written representations, warranties and acknowledgments made in this AGREEMENT.
- 8.3 The parties hereto each acknowledge, declare and represent that they are accepting and agreeing to this AGREEMENT following and as a result of having received full legal advice from their respective attorneys regarding their rights and liabilities and the terms and provisions of this AGREEMENT, and understand and knowingly and willfully accept all of said terms and provisions.

IX. NO FURTHER CLAIMS

- 9.1 The parties to this AGREEMENT acknowledge and agree that the consideration set forth herein is accepted in full payment and satisfaction of any and all losses, expenses, benefits paid, damages, costs of litigation, interest, liens, attorney's fees or other entitlements to compensation arising out of CLAIMS with respect to the injuries and/or damages alleged to have been suffered in the COMPLAINT. In the event that any such further loss, expense, damage, cost of litigation, or other entitlement to compensation shall occur related to said CLAIMS as a result of any alleged acts or omissions of DEFENDANT and/or the PLAINTIFF, it shall be deemed to have been fully compensated by the payment of the settlement sum and other consideration referred to in this AGREEMENT.
- 9.2 It is further understood and agreed that in further consideration of this AGREEMENT, PLAINTIFF will defend and hold harmless DEFENDANT and DEFENDANT's insurers from any and all claims or demands of every kind or character which may ever be asserted by any stranger to this AGREEMENT, whether for attorney liens, or by way of subrogation, claim for indemnity or contribution, medical or other health provider lien, including any statutory lien, arising from or in any way related to medical treatment received by PLAINTIFF related to the CLAIMS and/or the ACTION.

X. GENERAL PROVISIONS

- 10.1 The parties hereto each acknowledge and agree that each of them shall bear their own costs, expenses and attorneys' fees arising out of, and/or connected with THE ACTION and the DISPUTE, and/or the negotiation, drafting and execution of this AGREEMENT, and all matters arising out of or connected therewith.
- 10.2 This AGREEMENT is the product of negotiation and preparation by and among the parties hereto and their respective attorneys. Accordingly, the parties each acknowledge and agree that neither this AGREEMENT nor any provision thereof, shall be deemed to have been prepared or drafted by one party or another, or its attorneys, and shall not be construed more strongly against any party.
- 10.3 This AGREEMENT shall be and is hereby binding upon and shall inure to the benefit of the parties hereto and their respective RELATED PERSONS AND ENTITIES.
- 10.4 This AGREEMENT contains the entire agreement and understanding among the parties hereto, with respect to the matters set forth herein, and is intended to be, and is, a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the terms and conditions of this AGREEMENT which are not fully expressed herein. This agreement shall be interpreted according to its own terms, and as a whole, according to its fair meaning and intent, and, unless a word is expressly defined, it has been used in its ordinary sense.
- 10.5 The parties represent and warrant, for the benefit of each of the other parties, that they are the owner of all CLAIMS released herein and that such CLAIMS have not been assigned, transferred, or hypothecated, whether voluntarily or involuntarily, by subrogation, operation of law or otherwise, to any person or entity. Such representation and warranty shall survive full execution and performance of this AGREEMENT.
- 10.6 This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of California in effect at the time of its execution.
- 10.7 In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect any other covenant or condition contained herein. If such condition, covenant, or other provision shall be deemed invalid due to scope or breadth, such provision shall be valid to the extent of the scope or breadth permitted by law.
- 10.8 No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

- 10.9 This AGREEMENT may be amended or modified only by a written agreement executed by the parties in interest at the time of the amendment or modification.
- 10.10 All parties hereto acknowledge and agree that the consideration agreed to herein, in settlement of the above described issues in the Los Angeles County Superior Court Case No. 22STCV30013 as herein set forth is and has been agreed to solely for the purpose of compromising and settling disputed claims and avoiding future claims and litigation, and that neither said agreement or payment, nor anything herein contained shall be deemed to constitute any admission by any party hereto of any liability, obligation or responsibility on their respective parts, or to constitute evidence of any such liability, obligation, responsibility or of a breach of any duty of any nature whatsoever on their part to any party.
- 10.11 This AGREEMENT may be executed in counterpart and, when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with the other signed counterparts shall constitute one agreement which shall be binding upon and effective as to all parties. A copy of the fully executed agreement shall be deemed to have the same force and effect as the original. Counsel for DEFENDANT shall maintain the original thereof.
- 10.12 The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned and the AGREEMENT contains the entire agreement between the parties hereto, and that the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT is freely and voluntarily entered into. We hereby certify that we have read all of the AGREEMENT and fully understand the same.

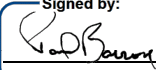
XI. CALIFORNIA INSURANCE CODE SECTION 1871.2

Section 1871.2 of the California Insurance Code requires that this document contain the following language which is a part of that Section:

“Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.”

IN WITNESS WHEREOF, we have executed this **SETTLEMENT AND RELEASE AGREEMENT** as follows:


DATED: October 30, 2024

Signed by:

 By: _____
 PAUL BARRON

APPROVED AS TO FORM:

DATED: October 30, 2024

THE VARTAZARIAN LAW FIRM

By: 

Steve Vartazarian, Esq.
Matthew J. Whibley, Esq.
Dustin Rabi, Esq.
Attorneys for Plaintiff, PAUL BARRON