

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is made by and between JOSEPH MALDONADO, MAHMOUDREZA NAEMEH, MEGAN SWIFT, JOSEPH CAÑAS, LESLIE VASQUEZ, PETER ALLEN, SHAUNN CARTWRIGHT, YESSICA RILES, JOSÉ GUSTAVO FLORES RODRIGUEZ, CINDY CUELLAR, NAACP OF SAN JOSÉ / SILICON VALLEY, and SAN JOSÉ PEACE AND JUSTICE CENTER (collectively, hereafter "Plaintiffs") and the CITY OF SAN JOSE (hereafter collectively "CITY"). Plaintiffs and CITY are collectively referred to as "Parties" in this Agreement. The Effective Date of this Agreement shall be the date of execution by the City of San José.

WHEREAS, Plaintiffs filed a lawsuit on March 11, 2021 entitled *NAACP of San José/Silicon Valley, et al. v. City of San José, et al.* in U.S. District Court for the Northern District of California, case number 4:21-cv-01705 (hereafter the "Action"); and,

WHEREAS, the parties have undertaken extensive discovery, including production of documents and video recordings, depositions, and expert discovery;

WHEREAS, on February 27, 2023, Plaintiffs filed a First Amended Class Action Complaint for Damages, Declaratory and Injunction Relief in the Action;

WHEREAS, on April 7, 2023, the Court issued an order denying Plaintiffs' Motion for Class Certification;

WHEREAS, on August 3, 2023, the Court issued an order partially granting and partially denying the CITY's motion for summary judgment;

WHEREAS, the Parties now mutually desire to resolve the Action without further litigation and, therefore, undertake to settle the Action in its entirety by entering into this Agreement pursuant to which Plaintiffs release and extinguish on a final basis all claims and potential claims arising out of, or in any way connected with all matters alleged, or which could have been alleged, in the pleadings comprising the Action; and,

WHEREAS, Plaintiffs desire to dismiss the Action with prejudice;

NOW THEREFORE, the Parties agree as follows:

1. Scope of Settlement. This Agreement shall settle, compromise, and forever discharge all claims of any and every kind, nature and character, which Plaintiffs alleged, or could have alleged, in the Action arising from or based on any act or omission by the City of San Jose, City Departments, City elected

officials, and all current and former City employees, named or who could have been named in the Action, whether acting in their official or individual capacities.

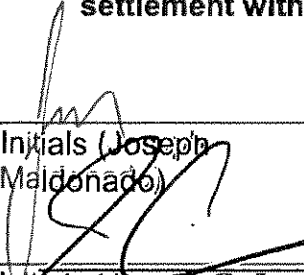
2. Consideration. In consideration for Plaintiffs' agreements, promises, covenants, releases, waivers, and dismissal of the Action stated herein, the City of San Jose shall pay the sum of Four Hundred Fifty Thousand Dollars (\$450,000.00) in the form of a check payable to CLIENT TRUST ACCOUNT OF SHOOK HARDY & BACON L.L.P, and send with tracking to 555 Mission Street, Suite 2300, San Francisco, CA 94105. The payee shall provide a W-9 prior to issuance of payment. Said payment shall compensate Plaintiffs for all damages claimed, or which Plaintiffs could have claimed, arising from or related in any way to the subject matters in the Action, inclusive of Plaintiffs' attorneys' fees and costs. In consideration of said payment, Plaintiffs shall dismiss the Action with prejudice and withdraw, waive, and release any and all claims for damages, including any and all claims and/or rights to recover costs and attorney's fees.

3. Dismissal of Claims. Plaintiffs and Plaintiffs' attorneys shall dismiss the Action with prejudice within five (5) business days after receiving payment of the settlement amount.

4. Release. Plaintiffs and Plaintiffs' representatives, successors, assigns, attorneys, and agents, hereby generally release and forever discharge CITY and all past and present employees of the City of San José, whether or not the employee was named individually in the Action. For purposes of this Agreement, the City of San José includes, without limitation, all City Departments and Agencies, the City Council, all past and present elected and appointed officials, City employees, and any person or entity to which the City may owe an obligation of contractual or implied indemnity relating to a released claim. The release includes, without limitation, any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liens, liabilities, attorney's fees, and demands of whatsoever nature relating to or arising out of the facts or circumstances alleged in the Action, or that could have been alleged in the Action, whether or not such claims were actually asserted in the Action.

5. Release of Unknown Claims. Plaintiffs each understand this Agreement is a full and final settlement of all disputes and matters arising out of any subject matter identified in this Agreement, including but not limited to all claims and causes of action asserted, or which could have been asserted in the Action, and all present and future unknown and unanticipated injuries, losses or damages arising out of the Action (the "Released Matters"). Plaintiffs each acknowledge and understand Section 1542 of the Civil Code of the State of California 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.



Initials (Joseph Maldonado)

Initials (Joseph Cañas)


Initials (Mahmoudreza Naemeh)



Initials (Leslie Vazquez)



Initials (Yessica Riles)



Initials (Megan Swift)

Initials (Peter Allen)

Initials (Shaunn Cartwright)

Initials (José Gustavo Flores Rodriguez)

Initials (Cindy Cuellar)

Initials _____
as authorized agent of
NAACP of San José /
Silicon Valley)

Initials _____
as authorized agent of
San José Peace and
Justice Center)

Plaintiffs each represent that he, she, or it has read, reviewed with counsel, and understood Civil Code Section 1542, and that he, she, or it hereby waives all present and future rights and benefits under Section 1542 to the extent it would permit claims relating to, arising out of, or any way connected to the subject of the Action based on facts found to be different from the facts believed to be true at the time this Settlement Agreement was executed.

6. Liability Not Admitted. The Parties acknowledge and agree that CITY's payment represents a compromise and release of disputed claims and that neither the payment, nor anything stated in this Agreement, constitutes or represents an admission of wrongful conduct, liability, or responsibility of any kind, or a concession, by any person that any allegation or claims asserted in the Action is valid.

7. Parties to Bear Own Attorney's Fees and Costs. The Parties shall bear their own costs, including attorneys' fees, and any other fees incurred in connection with the Action, this Settlement Agreement, and the matters settled pursuant to this Settlement Agreement.

SETTLEMENT AGREEMENT AND RELEASE

NAACP of Silicon Valley/San Jose, et al. v. City of San Jose, et al. Case No. 4:21-cv-01705

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Initials (Cindy Cuellar)

Initials _____
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Silicon Valley)

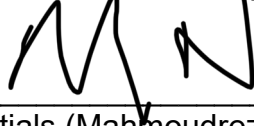
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_____ ⁴ Initials (Joseph Cañas)	_____ ⁵ Initials (Leslie Vasquez)	_____ ⁶ Initials (Peter Allen)
_____ ⁷ Initials (Shaunn Cartwright)	_____ ⁸ Initials (Yessica Riles)	_____ ⁹ Initials (José Gustavo Flores Rodriguez)
_____ ¹⁰ Initials (Cindy Cuellar)	Jethroe Moore II Initials <u>JMII</u> ¹² as authorized agent of NAACP of San José / Silicon Valley) ¹⁴	_____ ¹¹ Initials _____ ¹³ as authorized agent of San José Peace and Justice Center)

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DM

Initials DM Dan Mayfield
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7. Parties to Bear Own Attorney's Fees and Costs. The Parties shall bear their own costs, including attorneys' fees, and any other fees incurred in connection with the Action, this Settlement Agreement, and the matters settled pursuant to this Settlement Agreement.

8. Consultation with Counsel. The Parties and each of them acknowledge they have carefully read and understand the terms of this Settlement Agreement and have consulted with legal counsel of their choice prior to execution and delivery of this Agreement. The Parties have voluntarily accepted the terms stated herein for the express purpose of making a full and final compromise and settlement of the Action.

9. San Jose City Council Approval. This Agreement requires San Jose City Council approval in open session before it can be executed on behalf of CITY.

10. Representations. Each person executing this Settlement Agreement hereby warrants that he or she has full authority to do so. Plaintiffs further represent and warrant that each of them is the sole and rightful owner of the claims asserted in the Action; that he, she, or it has not assigned any claim or claims, or the right to receive payments that are the subject of this Agreement; and that no liens on the settlement proceeds have been asserted or exist.

11. Responsibility for Liens. Plaintiffs each agree to hold CITY harmless with regard to third-party claims or liens arising from each of their medical treatment, insurance subrogation claims, and creditors of any kind claiming a right to receive payment from the settlement amount.

12. Severability. If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed upon the signing of the counterparts by the Parties hereto.

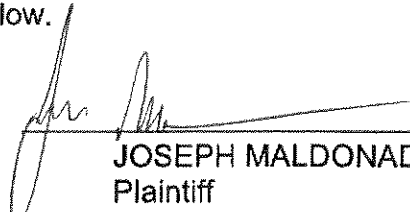
14. Binding Force and Effect. This Agreement shall be governed by California law. It shall bind and inure to the benefit of all Parties and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, affiliated entities, agents, and representatives.

15. Entire Agreement. This document is a fully integrated contract. It contains all agreements, covenants, understandings, representations, and warranties between the Parties concerning the subject matter of the Agreement. The Parties have made no other express or implied agreements, covenants, understandings, representations, or warranties concerning the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, understandings, representations, covenants,

and warranties concerning the subject matter of this Agreement, other than those referred to herein, are merged herein. This Agreement cannot be modified or amended by the exchange of electronic communications or any means other than a fully integrated writing signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the date last set forth below.


Dated: 8-30, 2023


JOSEPH MALDONADO
Plaintiff

Dated: _____, 2023


MAHMOUDREZA NAEMEH
Plaintiff

Dated: 8/30, 2023



MEGAN SWIFT
Plaintiff

Dated: 8/30, 2023



JOSEPH CANAS
Plaintiff

Dated: _____, 2023



LESLIE VAZQUEZ
Plaintiff

Dated: _____, 2023

PETER ALLEN
Plaintiff

Dated: _____, 2023

SHAUNN CARTWRIGHT
Plaintiff

SETTLEMENT AGREEMENT AND RELEASE

NAACP of Silicon Valley/San Jose, et al. v. City of San Jose, et al. Case No. 4:21-cv-01705

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Dated: _____, 2023

MAHMOUDREZA NAEMEH
Plaintiff

Dated: _____, 2023

MEGAN SWIFT
Plaintiff

Dated: _____, 2023

JOSEPH CAÑAS
Plaintiff

Dated: 09/01/2023, 2023

leslie Vazquez
leslie Vazquez (Sep 1, 2023 12:29 PDT)

LESLIE VAZQUEZ
Plaintiff

Dated: _____, 2023

PETER ALLEN
Plaintiff

Dated: _____, 2023

SHAUNN CARTWRIGHT
Plaintiff

SETTLEMENT AGREEMENT AND RELEASE

NAACP of Silicon Valley/San Jose, et al. v. City of San Jose, et al. Case No. 4:21-cv-

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2048364

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Plaintiff

Dated: 9/01, 2023

MAHMOUDREZA NAEMEH
Plaintiff

Dated: _____, 2023

MEGAN SWIFT
Plaintiff

Dated: _____, 2023

JOSEPH CAÑAS
Plaintiff

Dated: _____, 2023

LESLIE VASQUEZ
Plaintiff

Dated: _____, 2023

PETER ALLEN
Plaintiff

Dated: _____, 2023

SHAUNN CARTWRIGHT
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Plaintiff

Dated: _____, 2023

MEGAN SWIFT
Plaintiff

Dated: _____, 2023

JOSEPH CAÑAS
Plaintiff

Dated: _____, 2023

LESLIE VASQUEZ
Plaintiff

Dated: Aug 31, 2023, 2023

Peter J. Allen II
Peter J. Allen II (Aug 31, 2023 00:31 PDT)

PETER ALLEN
Plaintiff

Dated: _____, 2023

SHAUNN CARTWRIGHT
Plaintiff

SETTLEMENT AGREEMENT AND RELEASE

NAACP of Silicon Valley/San Jose, et al. v. City of San Jose, et al. Case No. 4:21-cv-

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MEGAN SWIFT
Plaintiff

Dated: _____, 2023

JOSEPH CAÑAS
Plaintiff

Dated: _____, 2023

LESLIE VASQUEZ
Plaintiff

Dated: _____, 2023

PETER ALLEN
Plaintiff

Dated: Aug 30, 2023, 2023

Shaunn Cartwright
Shaunn Cartwright (Aug 30, 2023 17:02 PDT)

SHAUNN CARTWRIGHT
Plaintiff

SETTLEMENT AGREEMENT AND RELEASE

NAACP of Silicon Valley/San Jose, et al. v. City of San Jose, et al. Case No. 4:21-cv-

01705

Page 5 of 7

2048364

Dated: 8/31, 2023

YESSICA RILES
Plaintiff

Dated: _____, 2023

JOSÉ GUSTAVO FLORES
RODRIGUEZ
Plaintiff

Dated: _____, 2023

CINDY CUELLAR
Plaintiff

Dated: _____, 2023

_____ as
Authorized Agent for NAACP OF
SAN JOSÉ / SILICON VALLEY
Plaintiff

Dated: _____, 2023

_____ as
Authorized Agent for SAN JOSÉ
PEACE AND JUSTICE CENTER
Plaintiff

CITY OF SAN JOSE

Dated: _____, 2023

By: NORA FRIMANN
City Attorney as Authorized Agent
for CITY OF SAN JOSE

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NAACP of Silicon Valley/San Jose, et al. v. City of San Jose, et al. Case No. 4:21-cv-01705

Dated: _____, 2023

YESSICA RILES
Plaintiff

Dated: Aug 30, 2023, 2023

Gustavo Flores

Gustavo Flores (Aug 30, 2023 16:10 PDT)

JOSÉ GUSTAVO FLORES
RODRIGUEZ
Plaintiff

Dated: _____, 2023

CINDY CUELLAR
Plaintiff

Dated: _____, 2023

_____ as
Authorized Agent for NAACP OF
SAN JOSÉ / SILICON VALLEY
Plaintiff

Dated: _____, 2023

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Authorized Agent for SAN JOSÉ
PEACE AND JUSTICE CENTER
Plaintiff

CITY OF SAN JOSE

Dated: _____, 2023

By: _____
NORA FRIMANN
City Attorney as Authorized Agent
for CITY OF SAN JOSE


Dated: _____, 2023

YESSICA RILES
Plaintiff

Dated: _____, 2023

JOSÉ GUSTAVO FLORES
RODRIGUEZ
Plaintiff

Dated: Aug 30, 2023, 2023


Cindy Cuellar (Aug 30, 2023 23:16 PDT)

CINDY CUELLAR
Plaintiff

Dated: _____, 2023

as
Authorized Agent for NAACP OF
SAN JOSÉ / SILICON VALLEY
Plaintiff

Dated: _____, 2023

as
Authorized Agent for SAN JOSÉ
PEACE AND JUSTICE CENTER
Plaintiff

CITY OF SAN JOSE

Dated: _____, 2023

By: _____
NORA FRIMANN
City Attorney as Authorized Agent
for CITY OF SAN JOSE

SETTLEMENT AGREEMENT AND RELEASE

NAACP of Silicon Valley/San Jose, et al. v. City of San Jose, et al. Case No. 4:21-cv-

01705

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2048364

Dated: _____, 2023

YESSICA RILES
Plaintiff

Dated: _____, 2023

JOSÉ GUSTAVO FLORES
RODRIGUEZ
Plaintiff

Dated: _____, 2023

CINDY CUELLAR
Plaintiff

Dated: _____, 2023

Jethroe Moore II ¹
President ² as
Authorized Agent for NAACP OF
SAN JOSÉ / SILICON VALLEY
Plaintiff

Dated: _____, 2023

_____ as
Authorized Agent for SAN JOSÉ
PEACE AND JUSTICE CENTER
Plaintiff

CITY OF SAN JOSE

Dated: _____, 2023

By: _____
NORA FRIMANN
City Attorney as Authorized Agent
for CITY OF SAN JOSE

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2048364

Dated: _____, 2023

YESSICA RILES
Plaintiff

Dated: _____, 2023

JOSÉ GUSTAVO FLORES
RODRIGUEZ
Plaintiff

Dated: _____, 2023

CINDY CUELLAR
Plaintiff

Dated: _____, 2023

as
Authorized Agent for NAACP OF
SAN JOSÉ / SILICON VALLEY
Plaintiff

Dated: Aug 30, 2023, 2023

Dan Mayfield

Dan Mayfield (Aug 30, 2023 18:33 PDT)

Dan Mayfield as
Authorized Agent for SAN JOSÉ
PEACE AND JUSTICE CENTER
Plaintiff

CITY OF SAN JOSE

Dated: _____, 2023

By: _____
NORA FRIMANN
City Attorney as Authorized Agent
for CITY OF SAN JOSE

SETTLEMENT AGREEMENT AND RELEASE

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01705

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2048364

APPROVED AS TO FORM:

Dated: 8/31, 2023

PARTNERSHIP FOR CIVIL JUSTICE
FUND and its project THE CENTER
FOR PROTEST LAW & LITIGATION

By: 
RACHEL LEDERMAN
Senior Counsel
Attorneys for Plaintiffs

Dated: _____, 2023

FLYNN LAW OFFICE

By: _____
R. MICHAEL FLYNN
Attorney for Plaintiffs

Dated: 8/31, 2023

LAW OFFICES OF JAMES B. CHANIN

By: 
JAMES B. CHANIN
Attorney for Plaintiffs

Dated: _____, 2023

SHOOK, HARDY & BACON L.L.P.

By: _____
CHRIS A. JOHNSON
Partner
Attorneys for Plaintiffs

Dated: _____, 2023

NORA FRIMAN, City Attorney

By: _____
YUE-HAN CHOW
Senior Deputy City Attorney
Attorney for CITY OF SAN JOSE

SETTLEMENT AGREEMENT AND RELEASE

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2048364

APPROVED AS TO FORM:

PARTNERSHIP FOR CIVIL JUSTICE
FUND and its project THE CENTER
FOR PROTEST LAW & LITIGATION

Dated: _____, 2023

By: _____
RACHEL LEDERMAN
Senior Counsel
Attorneys for Plaintiffs

Dated: 30 August, 2023

FLYNN LAW OFFICE
By: 
R. MICHAEL FLYNN
Attorney for Plaintiffs

Dated: _____, 2023

LAW OFFICES OF JAMES B. CHANIN
By: _____
JAMES B. CHANIN
Attorney for Plaintiffs

Dated: _____, 2023

SHOOK, HARDY & BACON L.L.P.
By: _____
CHRIS A. JOHNSON
Partner
Attorneys for Plaintiffs

Dated: _____, 2023

NORA FRIMAN, City Attorney
By: _____
YUE-HAN CHOW
Senior Deputy City Attorney
Attorney for CITY OF SAN JOSE

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2048364

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Dated: _____, 2023

By: _____
RACHEL LEDERMAN
Senior Counsel
Attorneys for Plaintiffs

FLYNN LAW OFFICE

Dated: _____, 2023

By: _____
R. MICHAEL FLYNN
Attorney for Plaintiffs

LAW OFFICES OF JAMES B. CHANIN

Dated: _____, 2023

By: _____
JAMES B. CHANIN
Attorney for Plaintiffs

SHOOK, HARDY & BACON L.L.P.

Dated: 8/31/2023, 2023

By: Chris A Johnson
CHRIS A. JOHNSON
Partner
Attorneys for Plaintiffs

NORA FRIMAN, City Attorney

Dated: _____, 2023

By: _____
YUE-HAN CHOW
Senior Deputy City Attorney
Attorney for CITY OF SAN JOSE

SETTLEMENT AGREEMENT AND RELEASE

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