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 15 **UNITED STATES DISTRICT COURT**
 16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 17 **WESTERN DIVISION**

18 LOS ANGELES CATHOLIC)
 19 WORKER, et al.)

20 Plaintiffs,)

21 vs.)

23 LOS ANGELES DOWNTOWN)
 24 INDUSTRIAL DISTRICT BUSINESS)
 25 IMPROVEMENT DISTRICT, et al.)

26 Defendants.)
 27)
 28)

CASE NO.: CV14-7344 PSG (AJWx)

REQUEST FOR DISMISSAL

**[FILED CONCURRENTLY WITH
 PROPOSED ORDER OF
 DISMISSAL]**

1 Plaintiffs Los Angeles Catholic Worker, Cangress, Harry James Jones,
2 Louis Grady, Lloyd Hinkle, and Walter Shoaf (collectively "Plaintiffs"), and
3 Defendant City of Los Angeles ("City") have reached a settlement in this matter
4 pursuant to a Settlement Agreement, a true and correct copy of which is attached
5 as Exhibit A.

6 Plaintiffs and Defendant City therefore request that this Court dismiss this
7 action against the City with prejudice; however, the parties to this agreement also
8 request that the District Court enter an Order of Dismissal, filed concurrently
9 herewith, retaining jurisdiction over this action and its parties for the duration of
10 four years from the date of its entry, for the purpose of enforcing the terms of the
11 Settlement Agreement.

12 DATED: 12-6-16

MICHAEL N. FEUER, City Attorney
THOMAS H. PETERS, Chief Ass't City Attorney

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By: 

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SCOTT MARCUS,
Senior Assistant City Attorney

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Attorneys for Defendant
CITY OF LOS ANGELES

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DATED: 6/28/2017

LEGAL AID FOUNDATION OF LOS ANGELES

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By: /s _____

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SHAYLA MYERS

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Attorneys for Plaintiffs
**LOS ANGELES CATHOLIC WORKER,
CANGRESS, HARRY JAMES JONES, LOUIS
GRADY, LLOYD HINKLE, and WALTER SHOAF**

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1 DATED: **6/28/2017**

**SCHONBRUN SEPLOW HARRIS AND
HOFFMAN**

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3
4 By: /S_____

CATHERINE SWEETSER

5 *Attorneys for Plaintiffs* **LOS ANGELES**
6 **CATHOLIC WORKER, CANGRESS,**
7 **HARRY JAMES JONES, LOUIS GRADY,**
8 **LLOYD HINKLE, and WALTER SHOAF**

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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is entered into as of June 14, 2017, by and between Plaintiffs Los Angeles Catholic Worker, CANGRESS, Harry James Jones, Lloyd Hinkle, Walter Shoaf, and Louis Grady (collectively “Plaintiffs”) and Defendant City of Los Angeles (“City”).

Recitals

- A. WHEREAS, on or about September 19, 2014, Plaintiffs filed a complaint for damages, injunctive, and declaratory relief against City, Central City East Association (“CCEA”), and the Los Angeles Downtown Industrial District Business Improvement District (“LADID”) in the United States District Court, Central District of California, Case No. CV 14-073444 PSG (AJW) (the “Litigation”);
- B. WHEREAS, City denies that it violated any applicable law or committed any wrong against Plaintiffs or that it otherwise damaged Plaintiffs in any way; and
- C. WHEREAS, this Agreement is entered into with the intent of resolving all issues between Plaintiffs and City that are related to the claims made by Plaintiffs in the Litigation. The parties have agreed that in order to avoid the continuation of protracted and costly litigation, the controversy should be resolved without a trial and therefore have agreed to settle this matter as outlined below; and
- D. WHEREAS, Plaintiffs have executed a separate Settlement Agreement and Stipulated Judgment with Defendants Central City East Association and Los Angeles Downtown Industrial District, Plaintiffs and City agree as follows:

Agreement

NOW, THEREFORE, in consideration of the recitals, promises, representations, covenants, terms, conditions, and releases contained in this agreement, Plaintiffs and City agree as follows:

1. Dismissal: Plaintiffs agree to dismiss all claims against City with prejudice by filing a fully executed Request for Dismissal.

2. Non-Monetary Consideration:
 - a. City agrees that officers of the Los Angeles Police Department (“LAPD”) will not contact or engage LADID, CCEA, or its agents, officers or employees to remove unattended property from sidewalks or public spaces or that LAPD is legally precluded from removing.
 - b. City agrees that if a person claims that an LADID or CCEA officer, agent, or employee has criminally seized or confiscated his or her personal belongings, LAPD officers will treat that claim the same as any other report of a crime, consistent with LAPD procedures and protocols.
 - c. Within thirty (30) days of the filing of the Request for Dismissal, City will disseminate a Training Bulletin addressing these issues to all Los Angeles Police Department officers in Central Division, which encompasses the boundaries of the Los Angeles Downtown Industrial District. A copy of the Training Bulletin is attached hereto as Exhibit A. Statements in the Training Bulletin reflect the City’s position and may not reflect the Plaintiffs’ views of issues addressed by the Bulletin. Nothing in this settlement agreement may be construed as constituting agreement by Plaintiffs or their attorneys of any statements made in the Training Bulletin, and Plaintiffs and their attorneys expressly reserve the right to argue in other contexts or in the enforcement of this agreement positions that may be contrary to those taken by the City in the Training Bulletin.
 - d. City agrees that it will not approve any LADID Annual Planning Report that does not include language agreed upon by the parties regarding this settlement agreement as outlined in Section I(A)(4). City will provide notice to Plaintiffs’ Counsel of any consideration by the City Council of the LADID Annual Planning Report or renewal of the LADID consistent with the Brown Act as codified at Government Code § 54950, *et seq.*
 - e. Nothing in this agreement obligates the City of Los Angeles to receive or store any property that has been picked up by the Los Angeles Downtown Industrial District.

3. Monetary Settlement: City agrees to pay Plaintiffs the total sum of four hundred ninety-five thousand dollars (\$495,000) made payable to “Legal Aid Foundation of Los Angeles” in satisfaction of all claims of damages, attorneys fees, sanctions, and costs by Plaintiffs from City

4. Release: In consideration of the benefits set forth in this Agreement, the receipt of which is hereby acknowledged, Plaintiffs, and their heirs, representatives, attorneys, agents, successors and assigns, and all such persons or entities that acted on their behalf, forever release and discharge City, and its departments, divisions, boards, bureaus, officers, representatives, employees, attorneys, agents, assigns of all such persons or entities, and all persons that acted on its behalf (“Releasees”), from any and all claims, causes of action, damages, sanctions, liabilities, expenses, fees, costs, and attorney’s fees, which they ever had, or now have, for any losses, injuries, or damages, whether anticipated or unanticipated, resulting from, arising out of, or related to the allegations in the complaint, or violation of any state or federal statutory or administrative rules, regulations, or codes, breach of any duty, fraud of any nature including for punitive, treble and/or consequential damages, connected to the allegations in the complaint, and all allegations, express and implied, that were or could have been asserted, directly or indirectly, relating to the allegations in the complaint. Plaintiffs expressly waive the provisions of California Civil Code § 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

City similarly releases Plaintiffs from the filing and prosecution of the Litigation. The parties mutually assume the risk of this release and hereby release each other from any and all claims whether anticipated or not anticipated, known or unknown, relating to the Litigation and Plaintiffs’ claims thereunder.

5. Approval of Agreement. Plaintiffs understand and agree that this Agreement and the consideration set forth herein is subject to final approval by City of Los Angeles officers, boards, commissions, or other entities or officials of City. The execution of this Agreement by City and Plaintiffs is subject to and conditioned upon the granting of all such approvals needed to make this

Agreement final and binding. The person signing this Agreement on behalf of the City will recommend that this Agreement be so approved.

6. Not an Admission. The parties to this Agreement recognize that any payments or agreements made pursuant to this Agreement are not an admission by City or Releasees of any liability whatsoever or responsibility for, or of the correctness of, any claims made by Plaintiffs, and that any such liability, responsibility, or correctness are expressly denied.

7. Authority and Ownership of Claims. Plaintiffs represent and warrant to Releasees that they are authorized and entitled to sign this Agreement, that no other person or entity has any interest in the matters released in this Agreement, and that they own and have not sold, pledged, hypothecated, assigned, or transferred nor purported to sell, pledge, hypothecate, assign, or transfer to any person or entity all or any portion of the matters or claims released in this Agreement.

8. Review and Understanding of Agreement and Release. The parties represent that they have CAREFULLY read this Agreement, and understand its terms and conditions without reservation. The parties acknowledge that they have had ample opportunity to consult with the legal counsel of their choice regarding this Agreement, that they have not relied on any representations or statements of the other party or their counsel with respect to the subject matter of this Agreement, that they understand that this is a FULL, COMPLETE and FINAL Release and that they are forever relinquishing and releasing any and all claims they have or may have against each other involving the claims made in the Litigation as defined in this Agreement. Plaintiffs further acknowledge that Releasees do not warrant or represent any tax consequences of this Agreement, if any, and are relying on their own legal and/or tax advisors and not on Releasees in that regard.

9. Governing Law. This Agreement shall be deemed to be entered into and performed in the County of Los Angeles, State of California, and shall be interpreted under the laws of the State of California.

10. Enforcement: The parties agree that the United States District Court for the Central District of California may retain jurisdiction to enforce this Agreement for four (4) years.

11. Severability. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

12. Facsimile Signatures. The parties acknowledge and agree that facsimile signatures are acceptable and have the same force and effect as an original signature.

13. Entire Agreement. The parties acknowledge and agree that no representations or promises have been made to or relied upon by them or by any person acting for or on their behalf in connection with the subject matter of this Agreement which are not specifically set forth herein. All representations and promises made by any party to another, whether in writing or orally, are understood by the parties to be merged in this Agreement.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, beneficiaries, personal representatives, successors and assigns.

15. Amendments. This Agreement and all documents and instruments executed in connection with this Agreement or in furtherance of this Agreement may not be amended, modified or supplemented except by an instrument in writing signed by all parties to this Agreement.

16. Counterparts and Electronic Copies: This Agreement may be executed in counterparts and by electronic production. Each executed counterpart will be deemed an original and all executed counterparts, when taken together, shall constitute one and the same document.

17. Further Assurances. Each party agrees to execute such further and additional documents, instruments, and writings as may be necessary, proper, required, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.

IN WITNESS HEREOF, the parties have executed this Settlement Agreement and Release on the date written below.

I HAVE READ ALL OF THIS RELEASE AND SETTLEMENT AGREEMENT WITH MY ATTORNEY. MY ATTORNEY HAS DISCUSSED THE ENTIRE CONTENTS OF THIS AGREEMENT WITH ME AND I UNDERSTAND ALL PARAGRAPHS CONTAINED HEREIN. I STATE THAT I AM AT LEAST EIGHTEEN YEARS OF AGE. I ALSO STATE THAT I AM SIGNING THIS RELEASE AND SETTLEMENT AGREEMENT AS MY OWN FREE ACT AND DEED.

DATED: 12/15/16

[Signature]
For Los Angeles Catholic Worker

DATED: 12/9/16

[Signature]
For CANGRESS

DATED: 12/9/16

[Signature]
Louis Grady

DATED: 12-9-16

[Signature]
Lloyd Hinkle

DATED: _____

[Signature]
~~Walter Shoaf~~ *Wanari Shoaf, on behalf of Walter Shoaf*

DATED: 12-12-2016

[Signature]
Harry James Jones

DATED: _____

For City of Los Angeles

IN WITNESS HEREOF, the parties have executed this Settlement Agreement and Release on the date written below.

I HAVE READ ALL OF THIS RELEASE AND SETTLEMENT AGREEMENT WITH MY ATTORNEY. MY ATTORNEY HAS DISCUSSED THE ENTIRE CONTENTS OF THIS AGREEMENT WITH ME AND I UNDERSTAND ALL PARAGRAPHS CONTAINED HEREIN. I STATE THAT I AM AT LEAST EIGHTEEN YEARS OF AGE. I ALSO STATE THAT I AM SIGNING THIS RELEASE AND SETTLEMENT AGREEMENT AS MY OWN FREE ACT AND DEED.

DATED: _____
For Los Angeles Catholic Worker

DATED: _____
For CANGRESS

DATED: _____
Louis Grady

DATED: _____
Lloyd Hinkle

DATED: 2/21/17
Wanari Shoaf, heir of Walter Shoaf

DATED: _____
Harry James Jones

DATED: _____
For City of Los Angeles

IN WITNESS HEREOF, the parties have executed this Settlement Agreement and Release on the date written below.

I HAVE READ ALL OF THIS RELEASE AND SETTLEMENT AGREEMENT WITH MY ATTORNEY. MY ATTORNEY HAS DISCUSSED THE ENTIRE CONTENTS OF THIS AGREEMENT WITH ME AND I UNDERSTAND ALL PARAGRAPHS CONTAINED HEREIN. I STATE THAT I AM AT LEAST EIGHTEEN YEARS OF AGE. I ALSO STATE THAT I AM SIGNING THIS RELEASE AND SETTLEMENT AGREEMENT AS MY OWN FREE ACT AND DEED.

DATED: _____

For Los Angeles Catholic Worker

DATED: _____

For CANGRESS

DATED: _____

Louis Grady

DATED: _____

Lloyd Hinkle

DATED: _____

Walter Shoaf

DATED: _____

Harry James Jones

DATED: 12-6-16




For City of Los Angeles

APPROVED AS TO FORM BY:


DATED: 12/9/2016

LEGAL AID FOUNDATION OF LOS ANGELES

By: 
Shayla Myers
Attorneys for Plaintiffs

DATED: 12/9/16

SCHONBRUN SEPLOW HARRIS AND HOFFMAN

By: 
Catherine Sweetser
Attorneys for Plaintiffs

DATED: _____

OFFICE OF THE LOS ANGELES CITY ATTORNEY

By: _____
Scott Marcus
Attorneys for Defendant
City of Los Angeles

APPROVED AS TO FORM BY:

DATED: _____

LEGAL AID FOUNDATION OF LOS ANGELES

By: _____

Shayla Myers
Attorneys for Plaintiffs

DATED: _____

SCHONBRUN SEPLOW HARRIS AND HOFFMAN

By: _____

Catherine Sweetser
Attorneys for Plaintiffs

DATED: 12-6-16

OFFICE OF THE LOS ANGELES CITY ATTORNEY

By:  _____

Scott Marcus
Attorneys for Defendant
City of Los Angeles

EXHIBIT A

This Notice provides guidance to Department personnel regarding interactions with Business Improvement Districts (“BIDs”) because of recent litigation involving BID security officers seizing the personal property of homeless persons. A BID is a geographically defined area within the City of Los Angeles in which supplemental services and activities are provided to business or property owners within the BID area. BIDs perform such services as tree trimming, trash collection, power washing of sidewalks, graffiti removal, and other upkeep and maintenance activities. Some BIDs provide security or safety services on the public rights of way within the district.

BIDs are separate and distinct from the City. BID officers, employees, and representatives are not employees or agents of the City. Importantly, BID employees have no more authority than private citizens to enforce the law.

Department personnel shall not request, direct, nor authorize any BID officer or employee to seize or remove attended or unattended personal property of homeless persons, or property that the Department itself is prevented from seizing and removing. If a person claims that a BID officer or employee has improperly taken or confiscated his or her personal belongings, Department personnel should treat that claim the same as any other report consistent with LAPD policy and procedure.

Final BID Training Bulletin

Los Angeles Catholic Worker et al v. Los Angeles Downtown Industrial District et al,
United States District Court, Central District of California, Case No. CV 14-07344 PSG (AJW)