

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement"), concerning the Los Angeles County Superior Court ("LACSC") lawsuit known as *Grace Antisdel v. AIDS Healthcare Foundation*, Case No. 21STCV04049 (the "Lawsuit"), is entered into by and between Cross-Complainant AIDS Healthcare Foundation, referred to herein as "AHF," and certain Cross-Defendants, the City of Los Angeles, the City of Los Angeles acting by and through the Los Angeles Department of Building and Safety ("LADBS"), and the City of Los Angeles acting by and through the Los Angeles Department of Water and Power ("LADWP"), collectively referred to herein as the "Public Entities." AHF and the Public Entities are collectively referred to herein as the "Parties," and individually AHF or the Public Entities are referred to as a "Party."

RECITALS

WHEREAS, on or about October 12, 2021, AHF initiated a cross-complaint against the Public Entities in the Lawsuit; and

WHEREAS, the Parties, to avoid the uncertainty, delay, and expense of time-consuming litigation, have agreed to a settlement of the Lawsuit on the terms and conditions and in the manner set forth in this Agreement.

AGREEMENT

NOW, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the Parties as follows:

1. CONSIDERATION.

Within sixty (60) days after the designated representatives of the Parties complete the signing of this Agreement:

(a) the Public Entities shall pay AHF Ninety-Nine Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine Cents (\$99,999.99; the "Settlement Amount") by delivery to AHF of a settlement draft;

(b) AHF shall accept the Settlement Amount as payment effectuating full settlement of the Lawsuit's cross-complaint as between AHF and the Public Entities;

(c) Within fifteen (15) business days of the receipt of the Settlement Amount, AHF shall file in Los Angeles County Superior Court and serve on all litigants in the Lawsuit a full request for dismissal with prejudice of the Public Entities, and each of them, for all causes of action.

2. MUTUAL RELEASES.

(a) In consideration for the representations and promises made herein, including without limitation receipt of the Settlement Payment, AHF agrees -- for itself and its executors, administrators, assigns, successors, past and present parents, divisions, departments, subsidiaries, and affiliates, and their respective directors, officers, shareholders, trustees, administrators, employees, independent contractors, owners, attorneys, representatives, and agents -- irrevocably and unconditionally forever to release and to discharge the Public Entities -- themselves and their executors, administrators, assigns, successors, past and present parents, divisions, departments, subsidiaries, and affiliates, and their respective directors, officers, shareholders, trustees, administrators, employees, independent contractors, owners, attorneys, representatives, and agents (collectively, the "Public-Entity Releasees") -- from any and all claims, causes of action, charges, complaints, demands, actions, and/or liabilities asserted in the Lawsuit (hereinafter "AHF Released Claims").

This release expressly includes any and all claims in Cross-Complainant AHF's cross-case against the same Cross-Defendant Public Entities in *Tammy Davis v. AIDS Healthcare Foundation*, LACSC Case No. 20STCV08627, arising from and including electrical-power-related matters regarding the Madison Hotel, at 423 East 7th Street, Los Angeles, California 90014, including but not limited to the single elevator at the Madison Hotel.

(b) In consideration for the representations and promises made herein, the Public Entities agree -- for themselves and their executors, administrators, assigns, successors, past and present parents, divisions, departments, subsidiaries, and affiliates, and their respective directors, officers, shareholders, trustees, administrators, employees, independent contractors, owners, attorneys, representatives, and agents -- irrevocably and unconditionally forever to release and to discharge AHF -- itself and its executors, administrators, assigns, successors, past and present parents, divisions, departments, subsidiaries, and affiliates, and their respective directors, officers, shareholders, trustees, administrators, employees, independent contractors, owners, attorneys, representatives, and agents (collectively, the "AHF Releasees") -- from any and all claims, causes of action, charges, complaints, demands, actions, and/or liabilities asserted in the Lawsuit (hereinafter "Public-Entity Released Claims").

3. CALIFORNIA CIVIL CODE SECTION 1542 WAIVER

California Civil Code section 1542 states in full 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.

Notwithstanding that law, the above-described mutual releases do extend to any and all claims, including material ones, that AHF does not know or suspect to exist in AHF's favor and against the Public Entities at the time of executing this Agreement. Likewise, notwithstanding that law, the above-described mutual releases do extend to any and all claims, including material ones,

that the Public Entities do not know or suspect to exist in the Public Entity's favor and against AHF at the time of executing this Agreement.

4. ASSUMPTIONS OF FEES

Each Party shall be responsible for bearing that Party's own costs, expenses, and attorneys' fees incurred in connection with the Lawsuit and the completion of this Agreement.

5. NO ADMISSIONS.

The Parties acknowledge that each Party denies any wrongdoing whatsoever, and that the Settlement Payment made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense, and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of either Party.

6. EXECUTION OF ADDITIONAL DOCUMENTS.

The Parties agree to execute such other, further, and different documents, e.g., a request for dismissal, as reasonably may be required to effectuate this Agreement. Notwithstanding that statement, the Public Entities acknowledge and warrant that no further authorizations or approvals are needed at or from the City and/or the Board of Water and Power Commissioners before the Settlement Amount can be paid to AHF.

7. INTEGRATION CLAUSE.

This Agreement constitutes the complete, final, and exclusive embodiment of the entire agreement between the Parties with regard to the subject matter hereof. This Agreement is entered into without reliance on any promises or representations, written or oral, other than those expressly contained herein. This Agreement supersedes any other such promises, warranties, or representations. This Agreement may not be amended except in a writing signed by the Parties.

8. COUNTERPARTS; FACSIMILE/PDF SIGNATURES.

This Agreement may be executed in counterparts, including PDF, and by facsimile or electronic transmittal, and each counterpart when executed shall have the efficacy of a signed original. Hence photographic, electronic, or facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties acknowledge and warrant that the signatures of Party representatives below are made with the full knowledge and authority of the Parties on whose behalf the signatures are supplied, and the signatures are fully binding on the Parties.

9. NOTICES.

Any notices under this Agreement shall be personally served and mailed to the Parties as follows:

If to AHF:

Attorney Jonathan M. Eisenberg
AIDS Healthcare Foundation
6255 West Sunset Blvd., 21st Floor
Los Angeles, CA 90028

If to the Public Entity Cross-Defendants:

Assistant City Attorney Eskel H. Solomon
Los Angeles City Attorney's Office
221 North Figueroa Street, 10th Floor
Los Angeles, CA 90012

10. ASSURANCES ABOUT ADVICE OF COUNSEL AND COMPETENCE.

EACH PARTY ACKNOWLEDGES HAVING BEEN PROVIDED WITH THE OPPORTUNITY (A) TO BE REPRESENTED BY INDEPENDENT COUNSEL OF THE PARTY'S OWN CHOOSING IN THE NEGOTIATION OF THIS AGREEMENT; (B) TO REVIEW AND TO UNDERSTAND FULLY THIS AGREEMENT AND ITS FINAL AND BINDING EFFECTS; (C) TO REVIEW THIS AGREEMENT WITH THE PARTY'S OWN COUNSEL. EACH PARTY IS FULLY COMPETENT TO ENTER INTO AND TO SIGN THIS AGREEMENT. THE SIGNATORY IS AUTHORIZED TO SIGN FOR THE PARTY. THE PARTY HAS SIGNED THIS AGREEMENT KNOWINGLY, FREELY AND VOLUNTARILY.

In witness thereof, the undersigned have executed this Agreement.

DATED: December __, 2022

CROSS-COMPLAINANT AIDS
HEALTHCARE FOUNDATION

Jonathan M. Eisenberg (Printed Name)

(Signed Name)

(Job Title)

DATED: December 2, 2022

CROSS-DEFENDANTS CITY OF LOS ANGELES, LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY, AND LOS ANGELES DEPARTMENT OF WATER AND POWER

ESKEL H. SOLOMON

Assistant City Attorney Eskel H. Solomon
(Printed Name)

Eskel H. Solomon

(Signed Name)

Assistant City Attorney

(Job Title)

If to AHF:

Attorney Jonathan M. Eisenberg
AIDS Healthcare Foundation
6255 West Sunset Blvd., 21st Floor
Los Angeles, CA 90028

If to the Public Entity Cross-Defendants:

Assistant City Attorney Eskel H. Solomon
Los Angeles City Attorney's Office
221 North Figueroa Street, 10th Floor
Los Angeles, CA 90012

10. ASSURANCES ABOUT ADVICE OF COUNSEL AND COMPETENCE.

EACH PARTY ACKNOWLEDGES HAVING BEEN PROVIDED WITH THE OPPORTUNITY (A) TO BE REPRESENTED BY INDEPENDENT COUNSEL OF THE PARTY'S OWN CHOOSING IN THE NEGOTIATION OF THIS AGREEMENT; (B) TO REVIEW AND TO UNDERSTAND FULLY THIS AGREEMENT AND ITS FINAL AND BINDING EFFECTS; (C) TO REVIEW THIS AGREEMENT WITH THE PARTY'S OWN COUNSEL. EACH PARTY IS FULLY COMPETENT TO ENTER INTO AND TO SIGN THIS AGREEMENT. THE SIGNATORY IS AUTHORIZED TO SIGN FOR THE PARTY. THE PARTY HAS SIGNED THIS AGREEMENT KNOWINGLY, FREELY AND VOLUNTARILY.

In witness thereof, the undersigned have executed this Agreement.

DATED: December 21, 2022

CROSS-COMPLAINANT AIDS
HEALTHCARE FOUNDATION

JONATHAN M. EISENBERG
Jonathan M. Eisenberg (Printed Name)

Jonathan M. Eisenberg
(Signed Name)

DEPUTY GENERAL COUNSEL - LITIGATION
(Job Title)