

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into on May 24, 2022, by and between Zach Karnazes (hereinafter referred to as “Plaintiff”), and the City and County of San Francisco (the “City”). Plaintiff and the City are hereinafter referred to collectively as the “Parties.”

I. RECITALS

WHEREAS, on April 30, 2020, Plaintiff commenced a civil action in the United States District Court or the Northern District of California, Case No. 20-CV-02954-JD (“Lawsuit”), against the City against the City and the San Francisco Municipal Transportation Agency (“SFMTA”) (hereinafter “SFMTA”) alleging violations of the American with Disabilities Act of 1990 (“ADA”), Rehabilitation Act Section 504, California Civil Code sections 54, 54.1, and 54.3, the Unruh Civil Rights Act, Government Code section 11135, and Retaliation and Coercion in Violation of 42 U.S.C. section 12203.

WHEREAS, on August 6, 2020, Plaintiff filed a First Amended Complaint.

WHEREAS, on August 20, 2020, the City filed its Answer to Plaintiff’s First Amended Complaint (“Answer”) in which the City denied any and all liabilities to the Plaintiff and denied that it had violated any laws regarding denying access on the City’s Muni buses as well as its grievance procedures.

WHEREAS, this Lawsuit has been vigorously prosecuted and defended.

NOW, THEREFORE, in order to avoid the burden and expense of further litigation, to agree upon and implement a plan to effect the intent of the Parties, and for good and valuable consideration, the receipt of which is hereby acknowledged, including the representations, warranties, and covenants contained in this Agreement, the Parties to this Agreement agree as follows:

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning ascribed to them in this Section. Except to the extent clearly required to the contrary by the context of its usage in this Agreement, any term not expressly defined in this Section or elsewhere in this Agreement that has an expressly defined meaning in either the American with Disabilities Act of 1990 (“ADA”) or the regulations (“Regulations”) promulgated thereunder shall have the meaning ascribed to it by the ADA or the Regulations, in that order of preference. All other terms shall be interpreted according to their plain and ordinary meaning.

“ADA” means and refers to the American with Disabilities Act as contained in 42 U.S.C. Section 12101 et seq., in effect as of the Operative Date of this Agreement.

“Agreement” means this Settlement Agreement and Release of Claims.

“Court” means the United States District Court for the Northern District of California.

“Defendants” means and refers to the San Francisco Municipal Transportation Agency and the City and County of San Francisco.

“Operative Date” shall mean that date the Mayor approves the ordinance authorizing the settlement of the Lawsuit. If, however, the Mayor fails to approve or disapprove of the ordinance authorizing the settlement of the Lawsuit, then this Agreement will become operative at the expiration of the tenth day after such ordinance is delivered to the Mayor’s Office for consideration. But if the Mayor disapproves the ordinance authorizing the settlement of the Lawsuit, then this Agreement will not become operative unless, within 30 days after the Mayor’s disapproval, not less than two-thirds of the Board of Supervisors shall vote in favor of such ordinance.

III. TERMS AND CONDITIONS

A. Required Approval

This Agreement is subject to the prior approval by the San Francisco Municipal Transportation Agency, San Francisco Municipal Transportation Agency Board, San Francisco Board of Supervisors, and the Mayor.

B. No Admission of Liability

By entering into this Agreement, no party is admitting the sufficiency of any claim, allegation, assertion, contention or position raised in the Lawsuit or the sufficiency of any defense to any such claim, allegation, assertion, contention or position raised in the Lawsuit. The City’s entry into this Agreement is not and may not be used by any person or organization as an admission or evidence that the City has engaged in any practice that violates any law or regulation.

C. Entire Agreement

This Agreement contains the entire agreement between the Parties. This Agreement expresses the complete and final understanding with respect to the subject matter of this Agreement. The Parties hereto understand and agree that the terms of this Agreement supersede any prior discussions, understandings, or agreements between them related to the subject matter hereof. The Parties may agree to modify this Agreement. No modification will be binding on the Parties unless expressly provided for in this Agreement or made by writing signed by all Parties, and, if necessary, approved by the San Francisco Municipal Transportation Agency, San Francisco Municipal Transportation Agency Board, San Francisco Board of Supervisors, and the Mayor.

D. Authority

Except as noted in Section III.A above, the signatories to this Agreement represent and warrant that they have the authority to execute this Agreement and to bind parties on whose behalf they execute this Agreement, that the Agreement does not require court approval, and that it does not conflict with or contravene the terms of any agreement, judgment or order binding or enforceable against the Parties hereto.

E. Voluntary Agreement

The Parties each acknowledge that they are entering into this Agreement freely, knowingly, voluntarily and with a full understanding of its terms. The Parties acknowledge that they have consulted with counsel of their own choosing concerning this Agreement and that they were given reasonable time to review and consider the terms of this Agreement.

F. Construction

The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The terms of this Agreement are the product of joint negotiations and shall not be construed as having been authored by one party rather than another. Any ambiguity shall not be construed against any Party. Where required by context, the plural includes the singular and the singular includes the plural. The headings in this Agreement are solely for convenience and will not be considered in its interpretation.

G. Severability

If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

H. Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

I. Controlling Law

Except as noted in Section VII.D below, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Additional Documents

To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each party hereto agrees to execute and deliver such and further documents as may be required to carry out the terms of this Agreement.

K. Deadlines

The Parties recognize that unforeseen events cause delays in the accomplishment of objectives no matter how well intentioned and diligent the Parties may be. The deadlines set forth in this Agreement will be extended for any delays caused by acts of God, acts of terrorism, acts of civil or military authority, civil disturbances, government order or regulation, abnormal weather conditions, earthquakes, fires, labor disputes or strikes, floods, epidemics, quarantine, war, riot, delays in transportation, the inability to obtain necessary contractors, labor, or materials, and any other contingency reasonably unforeseen by the City or beyond the reasonable control of the City. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines and extensions; however, if the Parties do not agree to the requested extension, the Parties shall follow the dispute resolution procedure set forth in Section VII of this Agreement.

L. Distribution List

Except as otherwise provided in this Agreement, all notifications, reports, and communications to the Parties required under this Agreement shall be made in writing and shall be sufficient as hand-delivered, sent by first class mail, or communicated by facsimile or email transmission to the following persons:

For Plaintiff:

Zach Karnazes
PO Box 40930
San Francisco, CA 94140
415-511-2322
Email: zkarnazes@gmail.com

For Defendants:

Raymond R. Rollan
City Hall, Room 234
1 Dr. Carlton B. Goodlett Pl.
San Francisco, CA 94102
Telephone: 415.554.3888
Facsimile: 415.554.4747
raymond.rollan@sfcityatty.org

Any party may change such persons and/or addresses by written notice to the other Parties, setting forth a new person and/or address for this purpose.

IV. WHAT THE CITY WILL DO

A. Boarding the Bus

1. The SFMTA agrees to update its training for new and existing operators by instructing that asking passengers with disabilities for their destination is only required if the vehicle they are operating does not have a "Lift/Ramp Request" stop request feature.

2. The SFMTA agrees to continue to train new and existing operators to comply with 49 C.F.R. section 37.167(j), which states, in part:

(1) When an individual with a disability enters a vehicle, and because of a disability, the individual needs to sit in a seat or occupy a wheelchair securement location, the entity shall ask the following persons to move in order to allow the individual with a disability to occupy the seat or securement location:

(i) Individuals, except other individuals with a disability or elderly persons, sitting in a location designated as priority seating for elderly and handicapped persons (or other seat as necessary);

(ii) Individuals sitting in or a fold-down or other movable seat in a wheelchair securement location.

3. The SFMTA trains new and existing operators of its rubber tire fleet to either use the P.A. system or get out of their seat when asking passengers seated at a securement area to yield their seats to disabled passengers. The SFMTA agrees to train new and existing operators of its rubber tire fleet that when appropriate, if operators use the P.A. system at the first instance and individuals do not move in response to the announcement, the operator will make every effort to get out of his or her seat and ask passengers seated at a securement area to yield their seats to disabled passengers.

4. The SFMTA agrees to continue to train new and existing operators that when practicable,¹ including situations where the bus is full, the operators must make every effort to instruct passengers seated in seats in the securement area to move to allow passengers using a wheelchair or other mobility device (that requires the use of the securement area) to board the bus and station themselves in the securement area. The SFMTA agrees to train new and existing operators that when it is not practicable to board a wheelchair user because the bus is extremely overcrowded, the operator will notify the Transportation Management Center that a wheelchair user was unable to board and the Transportation Management Center will alert the following bus that the wheelchair user was unable to board the prior bus and needs priority boarding.

5. The SFMTA will continue to train its new and existing operators to comply with 49 C.F.R. section 37.173, which states:

Each public or private entity which operates a fixed route or demand responsive system shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use

¹ The clause “when practicable” is used in this instance to account for situations where a bus is extremely overcrowded such that permitting a wheelchair user to board would require individuals standing in the area at or around the wheelchair securement area to exit and re-enter the bus.

the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

The SFMTA agrees to continue to emphasize during the training of new and existing operators that passengers with disabilities are to be treated in a respectful and courteous way in accordance with this regulation.

6. The SFMTA agrees to continue to train new and existing operators that when appropriate, they are to pull the bus up to the curb so as to safely deploy the wheelchair ramp.

B. Training

1. Existing Operators

a. The SFMTA administers an annual Verification of Transit Training (VTT) for existing operators. The VTT training is mandated by the California Department of Motor Vehicles. The training is eight hours long. The portion of the VTT training that covers the ADA is one hour long.

b. The SFMTA agrees to amend the current VTT training sign-off sheet, which the SFMTA uses to track operator attendance at annual VTT trainings. The sign-off sheet currently states “SFMTA Training and Development VTT Class” and will be amended to specifically delineate the topics covered by the training, including but not limited to, customer service, ADA, and fatigue.

c. The SFMTA agrees to identify a currently existing video/film that features the perspectives and experiences of individuals with disabilities for incorporation into the annual VTT training for existing operators, if appropriate.²

2. New Operators

a. The SFMTA administers a robust training program for new operators. New operators undergo a ten-week long training, eight hours a day, Monday through Friday. The training includes a module on the ADA, which lasts for three and a half hours. The ADA training covers topics such as policies and procedures required of Muni operators in order to ensure that its services are accessible to seniors and people with disabilities. The training is split into three main modules: the first is a basic overview of customer service, which introduces strategies for assisting all passengers on the bus; the second is an overview of Muni’s policies and procedures related to serving seniors and people with disabilities; and the third consists of group exercises where the class reviews real life scenarios and uses what they have learned in the

² The clause “if appropriate” is used here to acknowledge that the SFMTA has the discretion to re-evaluate whether a video still serves its intended purpose at a later point in time, as well as the discretion to cease using a video should circumstances warrant.

previous two modules to identify what went wrong in each scenario, and what they would have done differently to reach a better outcome.

b. The SFMTA agrees to identify a currently existing video/film that features the perspectives and experiences of individuals with disabilities for incorporation into the annual new operator training, if appropriate.³ Out of courtesy, the SFMTA agrees to show Plaintiff any video it identifies as part of this Settlement Agreement; however, the selection and use of the video/film will remain within the discretion of the SFMTA.

c. The SFMTA agrees to create a quiz/assessment for incorporation into its new operator training accessibility and/or ADA module, if appropriate.⁴ The quiz/assessment will assess operators' understanding of topics covered in the training, with the goal of demonstrating that operators have retained information taught at the training. Topics in which a majority of the class has not retained the required information will be reviewed with the class in greater detail until the required level of retention is achieved. The content of the quiz/assessment will remain within the discretion of SFMTA staff, as the subject matter experts.

d. The SFMTA will invite a member of the disability community from the Multimodal Accessibility Advisory Committee (MAAC), the SFMTA's advisory body, to speak during new operator training sessions. Attendance of a MAAC member at the trainings is subject to availability.

C. Incentive Program

1. In addition to programs it already provides, the SFMTA agrees to explore, in good faith, options for a further incentive program (or improving upon existing programs) that incorporates positive reinforcement and recognizes Muni operators for performing exemplary work serving seniors and individuals with disabilities, including treating those individuals with respect, courtesy, and dignity.

2. The SFMTA's existing incentive programs include two awards: the Going the Extra Mile (G.E.M.) award, and the Keep Up Delivering Outstanding Service (KUDOS) award.

The G.E.M. award is an annual employee recognition program to acknowledge individuals and teams for exceptional contributions that support Agency-wide values of respect, inclusivity and integrity. The intention is for all corners of the Agency to be represented, with nominations coming from all levels of the organization.

The KUDOS award is an instant recognition award, which confers immediate and spontaneous appreciation. This award, much like its counterpart, the G.E.M.

³ The clause "if appropriate" is used here to acknowledge that the SFMTA has the discretion to re-evaluate whether a video still serves its intended purpose at a later point in time, as well as the discretion to cease using a video should circumstances warrant.

⁴ The clause "if appropriate" is used here to acknowledge that the SFMTA has the discretion to re-evaluate whether a quiz/assessment still serves its intended purpose at a later point in time, as well as the discretion to cease using a quiz/assessment should circumstances warrant.

award, is meant to encourage staff to acknowledge the efforts of colleagues and to share this appreciation with others. The SFMTA postponed these awards due to COVID-19.

3. The SFMTA's MAAC committee gives an award to SFMTA employees who have provided exceptional service to seniors and people with disabilities. This award is given out once a year and includes a plaque and small monetary gift.

4. In prior years, the SFMTA had a "Lift Operator of the Month" award, where a Muni operator who had provided exemplary service to passengers with disabilities was honored as part of the monthly Muni Operator of the Month ceremonies (which were part of an awards program for exemplary operators). This ceremony occurred at the operator's operating division, and the SFMTA provided the "lift operator of the month" with a lapel pin, a written commendation, and a gift certificate.

5. The SFMTA agrees that to the extent the budget permits, the SFMTA will engage in an incentive program with the goal of identifying and rewarding operators for their exemplary work serving seniors and individuals with disabilities. The award will remain within the discretion of the SFMTA and will depend on the department's fiscal capacity.

D. Grievance Procedure

1. Before the COVID-19 pandemic, in addition to the complaint and investigation process, the SFMTA administered an accessibility review process, which involved a hearing between a complainant, a Muni operator, a union representative, and a neutral administrative hearing officer. Following the hearing, a neutral hearing officer issued a decision. During the pandemic, the SFMTA suspended these hearings indefinitely.

2. The SFMTA is currently re-evaluating its accessibility review process. In a report several years ago, the City Controller's Office recommended that the Accessible Hearing review process be reviewed for opportunities to streamline it. Following that recommendation, the SFMTA formed a small working group to review the process using the "Lean Process," a system for developing process improvement that is continuous and has a focus on reducing and eliminating waste. The SFMTA learned that of the hearings requested, there was a large percentage of no-shows. Also, many requests were for items that did not qualify for an access review hearing but related more to customer service. The SFMTA found that it was not meeting customers' expectations, and internal stakeholders did not find a lot of value in holding these hearings. Each hearing request required several hours of administrative and other staff time. Only a very small percentage of hearings were found to be valid for the time period reviewed.

Instead, the SFMTA seeks to replace the existing accessibility review with a new category of complaints called "Service-Related Accessibility Complaints." This proposed process seeks to remove in-person hearings altogether. Instead, the SFMTA's proposal is to have the SFMTA's Accessibility Coordinator review the ADA-related complaints in the first instance, perform an investigation, and issue a decision. If a complainant appeals the Accessibility Coordinator's decision, a second level of review would be conducted by a neutral administrative hearing officer, who performs their own investigation, including contacting the

complainant, if appropriate, and issuing a decision. This proposed format is contingent on SFMTA approval, budget, and future staffing, and will be reviewed further after implementation.

Under this proposed framework, upon submission of an accessibility-related complaint online, customers will receive an automated email response that acknowledges the submission of the complaint, which will include a case number and a link to click to view the status of the case. In addition to this automated email response, the SFMTA agrees to issue a non-automated email that confirms that the complaint is a Service-Related Accessibility Complaint, and includes information about the SFMTA's accessibility review process, including deadlines, expected response time, and links to webpages. Once the investigation is completed, not to exceed 90 days from the filing of the complaint, the SFMTA will send an email informing the complainant of the outcome of the investigation, including the basis for the decision, and how to appeal the results, with related timelines and deadlines. The SFMTA retains discretion as to the language and form of the correspondence.

3. As to Service-Related Accessibility Complaints, the SFMTA agrees to publish on the SFMTA website language clearly stating the appeal rights to any decision (including if they cannot be appealed). The SFMTA agrees to include this language in the response generated upon the filing of a complaint, as well as in the notice of decision.

4. Although not required by the ADA, within one year the SFMTA agrees to renew its public information campaign on Muni buses to inform riders about complaints and commendations. The SFMTA shall retain discretion as to the format, launch, timing, and implementation of this campaign and any future campaigns.

5. To the extent it does not already do so, within 90 days of policy adoption, the SFMTA agrees to publish on the SFMTA website information clearly describing the accessibility review/grievance process rules and procedures. The website will also include the name, phone number, and email address for the current SFMTA ADA Coordinator. The website will also either provide or link to public meeting information for MAAC and information about the SFMTA's data retention policy, including bus surveillance retention information (<https://www.sfmta.com/reports/record-retention-policy>).

6. The SFMTA agrees to train Muni customer service representatives who use the generic customer service email address to communicate with members of the public about their complaints, to include their name in the signature portion of the email, as appropriate. Additionally, the SFMTA agrees to train the Muni customer service representatives to standardize SFMTA-generated emails to reflect the same subject line if the communication is related to the same complaint. Furthermore, the SFMTA agrees to train the representatives to include the 311 service number and the SFMTA's case tracking number, as well as the incident date, on all SFMTA-generated correspondence concerning a specific complaint/incident.

7. Video is stored in each Muni vehicle's data pack in a continuous loop. The length of time available for review and capture of an incident varies, depending on the number of cameras on a vehicle and their configured resolution. Requests for video must be received and

processed before the automatic overwriting of the data pack, as once overwritten, the data is no longer available.

When this lawsuit was filed, the Muni on-board video surveillance retention capacity was 72 hours. Before this lawsuit, the SFMTA planned to increase retention capacity to allow video retention for five to ten days after an incident and implemented this increase in fall 2021.

8. When Muni footage is pulled in relation to an incident or complaint, the SFMTA retains the surveillance footage for two years.

9. The SFMTA uses proprietary software (DVSS Software) to play Muni surveillance footage. If an individual requesting a video is unable to view the footage using the proprietary software, the SFMTA will allow the individual to view the footage at SFMTA headquarters. Alternatively, the SFMTA will provide a portion of the video via an email link that shall be available for 30 days.

E. Ridership Analysis

1. The SFMTA engaged in discussions with community stakeholders in late summer/fall of 2021 to determine service increases in 2022, given operational resource constraints. The discussions covered resource and operational needs, including transit travel time, number of buses and frequency of service, and ridership analysis of lines that are currently in operation. Service adjustments as part of the 2022 plan included a review of crowding levels on lines currently in operation and resource needs for adding capacity. Additional information about the 2022 Muni Service Network are located at: <https://www.sfmta.com/projects/2022-muni-service-network>.

2. The full plan was presented to the Municipal Transportation Agency Board of Directors (MTAB) on December 7, 2021, and the staff report and presentation are available at: <https://www.sfmta.com/reports/12-7-21-mtab-item-12-winter-2022-network-plan>.

V. TERM OF AGREEMENT AND COMPLIANCE PERIOD

This Settlement Agreement covers a number of Muni-related programs, such as operator training, customer service, and the accessibility review/grievance process. The parties understand that some of the issues identified in Plaintiff's complaint involve Muni operations as they existed before the COVID-19 emergency and may exist again after the Mayor's Emergency Order is lifted. The parties acknowledge that current Muni operations and budget have been severely impacted by the pandemic. To the extent this Settlement Agreement contemplates conduct occurring after the COVID-19 pandemic, the parties agree that for the purposes of this Agreement, the end of the COVID-19 emergency is defined as the date the Mayor lifts the Emergency Order.

The Parties recognize that it will take time to implement these agreements and further recognize that some agreements involve fiscal and resource-based implications. The SFMTA

agrees that it will make all reasonable efforts to incorporate these agreements within 90 days of the Operative Date, or from the date the Mayor lifts the Emergency Order, whichever is later.

This Agreement shall remain in effect for three years after 90 days of the Operative Date, or from the date the Mayor lifts the Emergency Order, whichever is later (“Compliance Period”). If any dispute is pending between the Parties at the time the Compliance Period is due to expire, the Compliance Period will be extended until the dispute is resolved and any work required as part of the dispute resolution is fully implemented. All obligations under this Agreement shall terminate at the end of the Compliance Period or the conclusion of any extension of the Compliance Period.

VI. DISPUTE RESOLUTION

Except as otherwise set forth herein, all disputes concerning compliance with this Agreement shall be resolved as follows:

- A. The Parties will meet and confer and negotiate in good faith for at least thirty days in an attempt to resolve their dispute. To satisfy the meet-and-confer requirement, the parties will not be required to expend more than two hours of time to discuss the matter by phone, video, or other means.
- B. Should meet and confer process prove unsuccessful, either party may file a motion to enforce this Agreement to be heard by United States District Judge James Donato.
- C. The Parties agree not to file any motion to enforce this Agreement until this dispute resolution process has been completed and then only if the alleged violations or noncompliance have not been corrected as a result of the dispute resolution effort by the Parties.

VII. SETTLEMENT PAYMENT

No later than thirty (30) days after the Operative Date of this Agreement, the City will deliver a check totaling **twenty-six thousand, five-hundred Dollars and Zero Cents** (the “Settlement Payment”) to Plaintiff, made payable to “Zach Karnazes” (or the specific entity listed on Plaintiff’s W-9 form).

The Settlement Payment shall be delivered to:

Zach Karnazes
PO Box 40930
San Francisco, CA 94140
415-511-2322
Email: zkarnazes@gmail.com

VIII. DISMISSAL

No later than thirty (30) days after the Operative Date of this Agreement, Plaintiff will file a dismissal with prejudice covering all Defendants and causes of actions in this Lawsuit. The Parties agree that the Court will retain jurisdiction to resolve disputes as set forth in Section VI.C above.

IX. RELEASE

In return for the consideration provided for in this Agreement, upon the Operative Date of this Agreement, Plaintiff agrees to fully and forever release and discharge Defendants, together with its elective and/or appointive boards, agents, servants, employees, consultants, departments, commissioners, and officers, 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, and which (1) are alleged or set forth or attempted to be set forth in the pleadings on file in this Lawsuit or (2) arise out of or are in any way related to any of the transactions, occurrences, acts or omissions set forth or alleged in any of the pleadings in the Action (hereinafter referred to collectively as the "Claims").

Plaintiff represents and warrants that he 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. Plaintiff agrees to defend, indemnify and hold harmless Defendants against any loss, expense or liability, including without limitation reasonable attorneys' fees, arising from any breach of the foregoing. Furthermore, in the event that Defendants learns that Plaintiff has breached this warranty, Defendants may, at its sole option, elect to rescind this Full and Final Release, in which case Plaintiff shall immediately remit to Defendants the Settlement Amount, plus interest accruing thereon at a rate of ten percent per year, compounded monthly, from the date of payment thereof.

Plaintiff represents and warrants that either (a) there are no liens, including without limitation any medical reimbursement, unemployment or disability compensation liens, in existence which may attach to the Settlement Amount or to any recovery paid to Plaintiff pursuant to the Lawsuit, or (b) to the extent there are any such liens, Plaintiff will pay and retire all such liens out of the Settlement Amount. Plaintiff agrees to defend, indemnify and hold harmless Defendants against any and all claims by any person or entity purporting to hold any lien, interest, or other claim, whether for medical care, unemployment and/or disability compensation, attorneys' fees, or otherwise, involving Plaintiff and arising in connection with any of the Claims.

Plaintiff certifies that he has read Section 1542 of the California Civil Code, 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.

Plaintiff hereby waives application of Section 1542 of the Civil Code. Plaintiff understands and acknowledges that, as a consequence of this waiver of Section 1542, even if Plaintiff should eventually suffer additional or further loss, damages or injury arising out of or in any way related to any of the events which gave rise to the Claims, or any of them, Plaintiff will not be permitted to make any further claims against Defendants to recover for such loss, damages or injury. Plaintiff acknowledges that he intends these consequences even as to claims for personal injury or property damage that may exist as of the date of this Full and Final Release but which Plaintiff does not know exist, and which, if known, would materially affect Plaintiff's decision to execute this Full and Final Release, regardless of whether Plaintiff's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Plaintiff acknowledges that, in executing this Full and Final Release, he is acting on his own, independent judgment. Plaintiff acknowledges having read this Full and Final Release. Plaintiff acknowledges and warrants that his execution of this Full and Final Release is free and voluntary. . Plaintiff further represents and warrants that, at the time he executed this Full and Final Release, he was not in the period of first physical confinement, whether as an inpatient or outpatient, in a clinic or health facility (as defined in Sections 1203 and 1250 of the Health and Safety Code) as a result of the injury alleged to have given rise to any of the Claims, and that as a result Business and Professions Code section 6152(b) cannot be used to invalidate this Full and Final Release.

Plaintiff acknowledges that this Full and Final Release contains and constitutes the entire agreement between Plaintiff and Defendants with respect to the Claims. The terms of this Full and Final Release are contractual and not a mere recital. Plaintiff acknowledges that Defendants have made no representations, express or implied, to induce Plaintiff to enter into this Full and Final Release, other than as expressly set forth herein.

If any of the provisions of this Full and Final Release or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Full and Final Release to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Full and Final Release are declared and understood to be severable; provided, however, that should a court of competent jurisdiction hold that Plaintiff is entitled to sue Defendants upon any of the Claims, and should Plaintiff bring or join in such a suit, then Plaintiff shall immediately remit to Defendants the Settlement Amount, plus interest thereon accruing at a rate of ten percent per year, compounded monthly, from the date of payment thereof. .

Plaintiff understands and acknowledges that both Plaintiff and Defendants shall bear their own legal expenses and costs incurred in connection with prosecuting or defending against the Lawsuit and any of the Claims.

This Full and Final Release and the settlement which led to it have been fully negotiated with the assistance of counsel and should not be construed more strictly against one party than another.

This Full and Final Release may be executed in two or more counterparts, all of which counterparts shall be deemed originals.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by themselves or their duly authorized representatives on the dates set forth opposite their signatures.

PLAINTIFF ZACH KARNAZES

Zach Karnazes

DEFENDANT CITY AND COUNTY OF SAN FRANCISCO

Signature of Representative

Printed Name of Representative

Title of Representative

APPROVED AS TO FORM AND CONTENT (AND AGREED, WHERE APPLICABLE):

PLAINTIFF ZACH KARNAZES

Zach Karnazes

SAN FRANCISCO CITY ATTORNEY'S OFFICE

Raymond R. Rollan
Attorneys for Defendant City and County of San Francisco

[PROPOSED] ORDER

Pursuant to the above Court-Enforceable Agreement and Release, and for good cause shown, the Court shall retain jurisdiction of the action to enforce provisions of this Agreement for three years.

Dated: _____, 2022

The Honorable James Donato
United States District Judge