

LAW OFFICES OF THOMAS A. NITTI
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CF-16-0160 3-148

February 19, 2016

Via Fax & Mail
213-482-6591

Los Angeles Department of Building and Safety
Attn: Clerk of the Council
Mr. Charles Kabibbala
200 North Spring Street
Room 395
Los Angeles, CA 90012

PROTEST

Re: 333 East Rose Avenue, Los Angeles, CA
APN: 4286-001-002
Protest of Lien

RECEIVED
CITY CLERK'S OFFICE
2016 FEB 23 AM 8:13
BY _____
CITY CLERK
DEPUTY

Dear Mr. Kalibbala,

This letter is to protest the Pending Lien on the property located at 333 Rose Ave., Los Angeles, CA 90291 owned by 333 Rose LLC, managed by Jason Teague (hereinafter "Teague").

The attempt to collect money associated with code enforcement costs incurred in identifying and investigating the code violations and/or performing the annual inspections, as well as any late charges or collection fees and interest for non-payment, is in direct violation of the settlement agreement entered into between Teague and the City of Los Angeles in case number SC118206.

Under Section C of The Covenants of the City, the agreement states: "The CITY agrees to release TEAGUE, of and from, any and all past and/or present, and known or unknown, claims, demands obligations, actions, causes of action, rights, writs, indemnity claims, equitable relief, declaratory and injunctive claims, damages, costs, expenses and compensation of any nature whatsoever, punitive or any other form of damages, which the CITY now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of or related to, any matters, acts or omissions, arising out of, or related to the allegations in the TAP, through the date of signing this Agreement."

Under Section F of The Covenants of Teague, the agreement states: "The City understands and agrees that the consideration identified in this Agreement is intended to and does release and discharge TEAGUE (including all partners and Members of 333 ROSE LLC) from any liability for any and all claims, acts and omissions, and damages which City does not know or suspect to exist at the time of its execution of this Agreement. The City waives any rights under Section 1542 of the Civil Code of the State

of California which reads as follows: 'A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR 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 MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.'"

Therefore, attempting to collect the above-mentioned fees, late charges, and interest is in direct violation of the settlement agreement, and no lien should be imposed on 333 Rose Ave., Los Angeles, CA 90291.

Sincerely,



Thomas A. Nitti

THE COVENANTS OF THE CITY.

A. GENERAL RELEASE AND PROMISES. In consideration of the RECITALS and STIPULATIONS provided by TEAGUE, as set forth herein, the CITY agrees to amend LAMC §162.09.B and pay Attorney Rosario Perry \$75,000 in attorney's fees and costs within three weeks after the signing of this Agreement.

B. The CITY makes no warranty as to any tax or other consequences, if any, resulting from this Agreement and does not provide any opinion or determination of possible consequences which may occur and which are the sole responsibility of TEAGUE and whichever counsel it chooses to provide legal advice.

C. The CITY agrees to release TEAGUE, of and from, any and all past and/or present, and know or unknown, claims, demands, obligations, actions, causes of action, rights, writs, indemnity claims, equitable relief, declaratory and injunctive claims, damages, costs, expenses and compensation of any nature whatsoever, punitive or any other form of damages, which the CITY now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of or related to, any matters, acts or omissions, arising out of, or related to the allegations in the TAP, through the date of signing this Agreement.

D. This Agreement shall operate as a release and discharge, and shall be fully binding and a complete agreement between the parties to this Settlement Agreement, and all parties represented by or claiming through such parties.