

RELEASE OF ALL CLAIMS

Joseph Roesler v. City of Los Angeles, et al.

Los Angeles Superior Court Case Number 23STCV27185

FOR THE SOLE CONSIDERATION OF **Two Hundred Thousand Dollars and 00/00 (\$200,000.00)** ("Payment"), Joseph Roesler (the "Plaintiff") hereby releases and forever discharges the **CITY OF LOS ANGELES**, a municipal corporation, and all of its boards, bureaus, officers, agents, employees and all persons that acted on its behalf with relation to the subject claim or otherwise (all hereinafter singly and collectively referred to as "releasees"), of and from any and all matters, claims, causes of action, and suits of every kind whatsoever, including, but without limitation, any relating to any and all known or unknown personal and property damages or statutory violations, including those arising under the Coastal Act (Public Resources Code Section 30000 et seq.) or under Code of Civil Procedure Sections 526 and 526a, and any and all losses, costs or expenses of every nature whatsoever, including any attorneys' fees and costs, including but not limited to those arising under Code of Civil Procedure Section 1021.5, and including any administrative or civil penalties or fines allowed under any law, including but not limited to penalties arising under the Coastal Act at Public Resources Code Section 30821, whether now known or unknown, suspected or unsuspected, based on, arising out of, resulting from, to result from, or in any way connected or related to the events or incidents referred to, claimed, or alleged in the pleadings in this action filed by the Plaintiff on **November 6, 2023**, having Los Angeles Superior Court Case No. **23STCV27185** ("Lawsuit") and in full settlement and compromise thereof, including but not limited to the City's removal and prohibition of street parking on portions of Vista Del Mar between Imperial Highway and Waterview Street in the City of Los Angeles.

Payment to the Plaintiff of the sums due hereunder are contingent upon approval of the settlement by the Los Angeles City Council.

The Plaintiff expressly waive(s) all rights under Section 1542 of the California Civil Code, which reads 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."

The Plaintiff understands, represents, and agrees that reliance is placed wholly upon the Plaintiff's judgment, belief and knowledge as to the nature, extent and duration of said injuries and damage; that no statement with regard thereto made by or on behalf of any of the releasees has in any way influenced the Plaintiff in making this settlement; that the foregoing payment is received in settlement and compromise of a disputed claim and is not an admission of any liability or any fact that may give rise to liability for any purpose whatsoever, and shall not be construed as such; that this Release contains the **ENTIRE AGREEMENT** between the Plaintiff and the releasees; and that the terms hereof are contractual and not mere recitals, and may be executed in counterparts and transmitted in

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paper or electronic format, each of which shall be deemed original and all of which taken together will constitute one and the same agreement.

Upon receipt of the Payment, the Plaintiff agrees to sign and deliver to the releasees a standard form Dismissal with Prejudice of the Lawsuit and dismiss the Lawsuit with prejudice.

The Plaintiff warrants, represents, and agrees that he/she will be responsible for paying any outstanding liens or claims in this matter from the settlement proceeds, and shall protect, defend, and indemnify the releasees against any and all liens that may be asserted by any person against the amount paid in settlement of the action or against any recovery by the Plaintiff in the action.

The Plaintiff is the only one entitled to compensation for any alleged damages herein.

THE PLAINTIFF HEREBY DECLARES THAT THIS RELEASE HAS BEEN CAREFULLY READ AND IS FULLY UNDERSTOOD.

Executed on 1/9/2025, at Los Angeles, California.

Signed by:

Joseph Roesler

35266954861643E

Plaintiff, **Joseph Roesler**

WITNESS TO SIGNATURE(S):

[Signature]

(Signature)

4340 Von Karman Ave.

Suite 100, Newport Beach CA, 92660

(Address)

[Signature]

(Signature)

4340 Von Karman Ave. #100
Newport Beach, CA 92660

(Address)

APPROVED:

DocuSigned by:

Court B. Purdy

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Attorney(s) for Plaintiffs

William M. Paoli, Esq.

Court B. Purdy, Esq.

PAOLI & PURDY, PC

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Executed on 9/10/2025, at LOS ANGELES, California.



City of Los Angeles

STEVEN G. MARTIN

DEPUTY CITY ATTORNEY