

SETTLEMENT AGREEMENT AND RELEASE

1. Recitals

- a. This Settlement Agreement and Release (hereinafter, "Agreement") is made and entered into by and between, on the one hand, Plaintiffs Janette Duran, Richard C. Hall, Jr., Stephanie Johnson, Lauren Maucere, and Nancy Jagielski Bazzell ("Plaintiffs") and on the other hand the Los Angeles Unified School District and Superintendent Michelle King, in her official capacity ("Defendants" or "LAUSD"). Hereafter, Plaintiffs and Defendants are collectively referred to as "the Parties."
- b. This Agreement resolves the federal lawsuit initially filed on April 20, 2015, and with a Second Amended Complaint filed on February 12, 2016, entitled *Jagielski-Bazzell, et al., v. Los Angeles Unified School District, et al.*, United States District Court of the Central District of California Case Number 2:15-CV-2921 BRO (GJSx), and the state lawsuit, which has been dismissed without prejudice, initially filed on April 21, 2015, and with a First Amended Complaint filed on August 19, 2015, entitled *Jagielski-Bazzell, et al., v. Los Angeles Unified School District, et al.*, Case No. BC 579408 (hereinafter, "the Actions").

2. Goals of the Agreement

- a. The objective of the parties in entering into this Agreement is to resolve the claims raised in the Actions, without necessity for further litigation.
- b. This Agreement is not, nor will it be construed as, an admission by Defendants as to the claims made in the Actions. Defendants enter into this Agreement in order to avoid further litigation and resolve the Actions.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants and conditions set forth herein, the Parties hereto agree as follows:

3. Agreements Between the Parties as to Injunctive Relief

The following will become part of the Emergency Plan for Marlton School for the Deaf ("Marlton School"):

- a. LAUSD will develop and implement at Marlton School a Visual Public Announcement System ("Visual PA"). The basic parameters of this system will include electronic scrolling signs, High Definition Video Displays ("HD Displays"), and Video Phones. Once implemented, this will be the primary system that will be used to convey information to school staff in emergencies.
 1. All components of the Visual PA system will be installed and functioning no later than November 21, 2016.
 2. The basic structure and components of the Visual PA system will be that which are reflected in the flowchart attached as Exhibit A to this Agreement.

3. The Visual PA system will have back up power for no less than 90 minutes.
 4. The Visual PA system will be in place for no less than five (5) years.
 5. The Visual PA system will have ongoing maintenance and support, including repairs for any broken equipment. Time frames for response to system problems, malfunctions or service interruptions will be addressed according to the timeframes required by the District's contract with the vendor, which is attached to this Agreement as Exhibit B.
 6. HD Displays in classrooms that are part of the Visual PA system will be capable of two-way visual communication with the front office of Marlton School.
 7. LAUSD will provide training on administering (i.e. broadcasting information from) the new Visual PA system to five staff members at Marlton School, at least two of whom will be Deaf or Hard-of-Hearing ("DHH") staff, one of whom will be primary, and one of whom will be backup in the event the primary DHH staff is unable or unwilling to continue as a Visual PA system administrator.
 - a. For purposes of initial training the primary DHH staff will be Janette Duran.
 - b. Marlton School administration shall find a willing and able DHH staff member to serve as the backup DHH staff Visual PA system administrator.
 8. LAUSD will provide training to Marlton School teachers and staff regarding the use of the Visual PA system (i.e. receipt of emergency communication) within 30 days of the system's complete installation.
 9. Should Plaintiffs have any feedback or concerns regarding the Visual PA system once it is implemented, such concerns or feedback should be reported directly to LAUSD's Disability Coordinator, who is currently Demetrius Patrick.
- b. As of the Effective Date of this Agreement, LAUSD will provide and utilize iPhones for Plaintiffs as the primary mode of communication for purposes of emergency communication, until installation of the Visual PA system and related training is complete.

1. As part of this program, LAUSD will develop clear parameters regarding when and how the iPhones will be used to communicate emergency information.
 2. No later than sixty (60) days after the Effective Date of this Agreement and a date that is within the School Year calendar, LAUSD will train Plaintiffs and other DHH staff regarding how and when the iPhones will be used and what to expect from emergency communications.
 3. After this training, LAUSD will, within thirty (30) days, engage in at least three tests of the iPhones, including testing of the texting function for emergency notification.
 4. Upon completion and implementation of the Visual PA system, the iPhones will not be used as the primary mode to communicate emergency information to DHH staff at Marlton School.
 5. The iPhone program will be discontinued one year after the Visual PA system is fully operational. After that year, the iPhones will be collected from the DHH staff at Marlton School. Should any Plaintiff wish to turn in his or her iPhone prior to that time, they may do so, and can turn them in to Carmen Durand, or the current Vice-Principal of Marlton.
- c. No later than October 15, 2016, LAUSD will develop a video in American Sign Language that describes emergency procedures at Marlton School.
 - d. No later than September 30, 2016 LAUSD will install a system to provide different flashing alarms for "shelter in place" emergencies versus "evacuation" emergencies. These flashing alarms may be different colors to signify the different events.
 - e. To the extent there are older televisions (i.e. not HD displays) that remain in place at the school, those televisions will not be used or relied upon to communicate emergency information.
 - f. LAUSD will provide its Emergency Plan for Marlton School to the first responders from the LAUSD School Police Department, and will set up a meeting between these first responders and Marlton School's Emergency Committee to discuss emergency response at the school and the particular needs of Deaf and Hard of Hearing students and teachers. LAUSD will invite the City of Los Angeles Police Department, Los Angeles County Sheriff's Department and City of Los Angeles Fire Department to this meeting.
 - g. LAUSD will provide an American Sign Language Interpreter at the Marlton School Command Center during emergencies, and will offer at least one position on the Command Center Team during emergencies to DHH staff.

- h. Should any of the Plaintiffs change school locations, they may request accommodations with respect to emergency planning and response through a single point of contact, who will be the LAUSD's Disability Coordinator, who is currently Demetrius Patrick.
- i. LAUSD will not include any negative information in relation to this lawsuit in Plaintiffs' employment files.
- j. LAUSD will install and maintain a fully operational two-way video camera at the front pedestrian gate at the school that is at the end of the front entrance ramp at Marlton School. LAUSD will install the camera no later than October 15, 2016.
- k. LAUSD will install and maintain visual door annunciators (lighted doorbells) in all rooms where any DHH staff is placed. Visual door annunciators will be installed no later than October 15, 2016.
- l. LAUSD will install peepholes in all doors of classrooms where DHH staff is placed if those doors do not already have a visual light (i.e., a window cut-out in the door panel). Peepholes will be installed no later than October 15, 2016.
- m. In the event any DHH staff member working at Marlton School is placed in a different room after the date of this agreement, LAUSD will ensure that each such employee is placed in rooms with a visual door annunciator and vision light or peephole in the doors.
- n. Plaintiffs Lauren Maucere, Janette Duran, and Richard Hall will continue to be members of the Emergency Committee at Marlton School.

4. Agreements Between the Parties as to Consideration

- a. In consideration of the terms and conditions of this Agreement, Defendants will pay the total sum of thirty thousand dollars (\$30,000) to each Plaintiff, for a total of one hundred and fifty thousand dollars (\$150,000). Payment will be made in the form of a check made payable to "Law Offices of Shawna L. Parks IOLTA Account", no later than sixty (60) days from the Effective Date of the Agreement. Payment may be sent via any delivery service that includes a tracking number (e.g. FedEx).
- b. LAUSD will prepare and send an appropriate Internal Revenue Service Form 1099 reflecting the above-stated payment amount provided for herein as miscellaneous income and will forward said Form 1099 to the appropriate governmental agencies. The 1099 will be to Plaintiffs' attorney Law Offices of Shawna L. Parks. Plaintiffs shall be fully and solely responsible for payment of all taxes associated with the payment made herein.

5. Agreements Between the Parties as to Attorneys' Fees and Costs

- a. In consideration of the terms and conditions of this Agreement, Defendants will pay reasonable attorneys' fees and costs to counsel for Plaintiffs. The parties agree to negotiate in good faith for a total of thirty (30) days after the Effective Date of this Agreement in order to determine the amount of attorneys' fees and costs that will be paid to Plaintiffs' counsel by Defendants. This negotiation may include, but is not limited to, utilization of Alexander Polsky of JAMS or a mediator agreed upon by both parties. If mediation is utilized, Defendants agree to cover the cost of such mediation.
- b. If the parties are unable to reach an agreement as to the amount of attorneys' fees and costs payable to Plaintiffs' counsel after the thirty (30) day negotiation period, Plaintiffs' counsel will file a motion for attorneys' fees and costs in federal court, Defendants will have an opportunity to oppose said motion, and the Plaintiffs will have an opportunity to reply. Plaintiffs' motion for attorneys' fees and costs will be filed no later than twenty-one (21) days after the expiration of the thirty (30) day negotiation period. If the twenty-first day falls on a weekend or holiday, the deadline for the motion is the next court day. The Court will determine the amount of fees and costs to be paid to Plaintiffs' counsel by Defendants. The parties further agree that any dismissal of the Action will include the express provision that the Court retains jurisdiction to hear a motion for attorneys' fees and costs, if necessary, and to enforce payment of any ordered fees and costs.
- c. Payment will be made in the form of a check payable to "Law Offices of Shawna L. Parks IOLTA Account", no later than sixty (60) days from the date on which the parties reach an agreement as to the amount of fees and costs, or the date of the order from the federal court if a motion is filed. Payment may be sent via any delivery service that includes a tracking number (e.g. FedEx).

6. Remedies for Breach of the Agreement

- a. The parties agree that prior to bringing suit to enforce any provision of this Agreement, the Party who intends to bring such suit will provide the opposing party with notice of any such alleged violations. The parties will then engage in a required mediation with Alexander Polsky of JAMS or a mediator agreed upon by both parties. The parties agree that they will endeavor to schedule any such mediation promptly after notice of any alleged violation. If LAUSD is the party in alleged breach, then LAUSD will pay for this required mediation. Similarly if LAUSD is the party in alleged breach, time off for participation in such mediation will not be counted against Plaintiffs' personal leave time. If Plaintiffs collectively or individually are alleged to be in breach, each party shall bear its own cost for mediation and any time off required by any of the Plaintiffs will be unpaid.
- b. In the event any party believes that there is a breach in this Agreement, and after the parties have participated in the required mediation, enforcement of any of the terms or conditions of this Agreement may be obtained by bringing suit in Los

Angeles Superior Court. Specific performance of the terms of this Agreement will be among the remedies available in any such suit.

- c. In the event it becomes necessary for Plaintiffs or anyone acting on their behalf to incur costs and/or attorneys' fees to enforce the provisions of this Agreement, the prevailing party in any enforcement litigation will be entitled to reasonable attorneys' fees and costs, in accordance with the standards set forth in *Christianberg Garment Co. v. EEOC*, 434 U.S. 412 (1978).

7. Release

- a. In consideration of the promises set forth herein, Plaintiffs agree, on behalf of themselves (and their attorneys, representatives, successors and assigns) to unconditionally release and forever discharge Defendants, Defendants' Board members, agents, employees, attorneys, and representatives from any and all claims, demands, actions or causes of action whatsoever that are based upon the events or omissions that form the basis of the Actions, that occurred on or before the Effective Date of this Agreement. Plaintiffs further agree not to institute or cause to be instituted any action in state or federal court, or before any local, state, or federal government agency, which they have released herein, including claims that arise out of the dispute underlying this Agreement, against the District or any of the District's agents, Board members, employees, attorneys, and representatives. This Agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Parties.
- b. In furtherance of this intention, Plaintiffs expressly waive as to the claims released above any and all rights and benefits conferred upon them by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE which section has been explained to Plaintiffs by their legal counsel, and which they fully understand. SECTION 1542 provides:

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.
- c. Each party acknowledges it may subsequently discover facts different from, or in addition to, those which it now believes to be true with respect to events or omissions arising from or related to the Actions, and agree this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts.

8. Ownership of Rights Released

Plaintiffs represent and warrant that (a) they have the full authority and capacity to make the agreements, covenants, and releases set forth in this Agreement, and (b) they are the owners of, and has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, as defined above, or any portion thereof or any interest therein, and (c) no other person or entity owns, holds, or has any interest in the claims, rights or causes of action described or released herein.

9. Knowing and Voluntary Entry into Agreement and Release

Plaintiffs represent and warrant that they have consulted with and have had the advice and counsel of attorneys and have entered into this Agreement and release voluntarily, after independent investigation, and without fraud, duress, or undue influence.

10. No Representations from Releasees

Plaintiffs represent and acknowledge that in executing this Settlement Agreement and release, they do not rely upon, and have not relied upon, any representation or statement made by any Defendant past or present agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement and release.

11. No Representations regarding Tax Liabilities

In executing this release, Plaintiffs acknowledge and agree that no representations, promises, agreements, offers or assurances, have been made by Defendants regarding the actual or potential tax liability or consequences that may be assessed upon Plaintiffs, Plaintiffs' counsel, nor their assignees as a result of the monies paid to Plaintiffs or Plaintiffs' counsel to resolve this action.

12. Effective Date of the Agreement

The Effective Date of the Agreement is the date of the last signature on the Agreement.

13. Dismissal

Within five (5) business days of the Effective Date of this Agreement Plaintiffs' Counsel will file a Notice of Settlement requesting dismissal without prejudice of the federal Action, subject to the Completion of the monetary portions of the Settlement Agreement. After the monetary portions are complete, Plaintiffs will file a dismissal with prejudice with the Court to retain jurisdiction over the issue of attorneys' fees per Section 5 of this Agreement.

14. Entire Agreement

This Agreement contains the entire agreement between the Parties regarding the resolution of this Actions. No modifications or limits will be binding on the Parties unless expressly provided for in this Agreement or made by a written agreement signed by all 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.

15. 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.

16. Interpretation

The language of this Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural. This Agreement is the product of negotiation and joint drafting so that any ambiguity will not be construed against any Party.

17. Severability

In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement will be enforced and will remain in full force and effect.

18. 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.

19. Authority to Enter into Agreement

Each signatory to this Agreement certifies that it, he or she is fully authorized by the party it, he or she represents to enter into the Agreement, to execute it on behalf of the party represented, and to legally bind that party thereto.

20. Agents for the Parties

Any and all notices and information required to be given to either party to this Agreement will be sent to the following agents:

Plaintiffs

Shawna L. Parks
Law Office of Shawna L. Parks
4470 W. Sunset Blvd., Suite 107-347
Los Angeles, CA 90027
Tel: 323.389.9239
sparks@parks-law-office.com

Defendants

David Greco
LAUSD Office of General Counsel
333 S. Beaudry Ave., 20th Floor
Los Angeles, CA 90017
Tel: 213.241.7600
david.greco@lausd.net

Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement

and make the settlement provided for herein voluntarily and of their own free will.
Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and Release and agree to be bound by its terms.

PLAINTIFF JANETTE DURAN

Dated: _____ By: _____
JANETTE DURAN

PLAINTIFF RICHARD C. HALL

Dated: _____ By: _____
RICHARD C. HALL

PLAINTIFF STEPHANIE JOHNSON

Dated: _____ By: _____
STEPHANIE JOHNSON

PLAINTIFF LAUREN MAUCERE

Dated: _____ By: _____
LAUREN MAUCERE

PLAINTIFF NANCY JAGIELSKI-BAZZELL

Dated: _____ By: _____
NANCY JAGIELSKI-BAZZELL

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PLAINTIFF JANETTE DURAN

Dated: _____ By: _____
JANETTE DURAN

PLAINTIFF RICHARD C. HALL

Dated: _____ By: _____
RICHARD C. HALL

PLAINTIFF STEPHANIE JOHNSON

Dated: _____ By: _____
STEPHANIE JOHNSON

PLAINTIFF LAUREN MAUCERE

Dated: 7/22/14 By: 
LAUREN MAUCERE

PLAINTIFF NANCY JAGIELSKI-BAZZELL

Dated: _____ By: _____
NANCY JAGIELSKI-BAZZELL

Dated: _____ By: JANETTE DURAN

PLAINTIFF RICHARD C. HALL

Dated: _____ By: RICHARD C. HALL


PLAINTIFF STEPHANIE JOHNSON

Dated: _____ By: STEPHANIE JOHNSON

PLAINTIFF LAUREN MAUCERE

Dated: _____ By: LAUREN MAUCERE

PLAINTIFF NANCY JAGIELSKI-BAZZELL

Dated: 9/23/16 By: 
NANCY JAGIELSKI-BAZZELL

and make the settlement provided for herein voluntarily and of their own free will.
Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and Release and agree to be bound by its terms.

PLAINTIFF JANETTE DURAN

Dated: _____ By: _____
JANETTE DURAN

PLAINTIFF RICHARD C. HALL

Dated: 9/22/16 By: 
RICHARD C. HALL

PLAINTIFF STEPHANIE JOHNSON

Dated: _____ By: _____
STEPHANIE JOHNSON

PLAINTIFF LAUREN MAUCERE

Dated: _____ By: _____
LAUREN MAUCERE

PLAINTIFF NANCY JAGIELSKI-BAZZELL

Dated: _____ By: _____
NANCY JAGIELSKI-BAZZELL

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Please read carefully.

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agree to be bound by its terms.

PLAINTIFF JANETTE DURAN

Dated: _____ By: _____
JANETTE DURAN

PLAINTIFF RICHARD C. HALL

Dated: _____ By: _____
RICHARD C. HALL

PLAINTIFF STEPHANIE JOHNSON

Dated: 9-18-16 By: Stephanie Johnson
STEPHANIE JOHNSON

PLAINTIFF LAUREN MAUCERE

Dated: _____ By: _____
LAUREN MAUCERE

PLAINTIFF NANCY JAGIELSKI-BAZZELL

Dated: _____ By: _____
NANCY JAGIELSKI-BAZZELL

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Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and Release and agree to be bound by its terms.

PLAINTIFF JANETTE DURAN

Dated: 9/20/16 By: 
JANETTE DURAN

PLAINTIFF RICHARD C. HALL

Dated: _____ By: _____
RICHARD C. HALL

PLAINTIFF STEPHANIE JOHNSON

Dated: _____ By: _____
STEPHANIE JOHNSON

PLAINTIFF LAUREN MAUCERE

Dated: _____ By: _____
LAUREN MAUCERE

PLAINTIFF NANCY JAGIELSKI-BAZZELL

Dated: _____ By: _____
NANCY JAGIELSKI-BAZZELL

LOS ANGELES UNIFIED SCHOOL DISTRICT & MICHELLE KING, IN HER
OFFICIAL CAPACITY

Dated: 9/29/16

By: 
DAVID HOLMQUIST (GENERAL COUNSEL

APPROVED AS TO FORM:

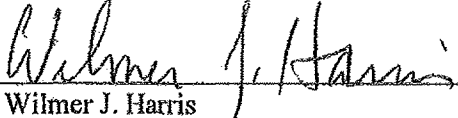
LAW OFFICE OF SHAWNA L. PARKS

Dated: 9/26/16

By: 
Shawna L. Parks
Attorneys for Plaintiffs

SCHONBRUN SEPLOW HARRIS & HOFFMAN

Dated: 9/27/16

By: 
Wilmer J. Harris
Attorneys for Plaintiffs

LOS ANGELES UNIFIED SCHOOL DISTRICT & MICHELLE KING, IN HER
OFFICIAL CAPACITY

Dated: 9/29/16

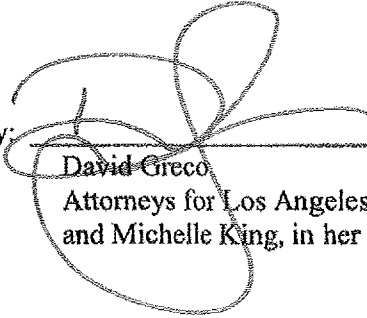
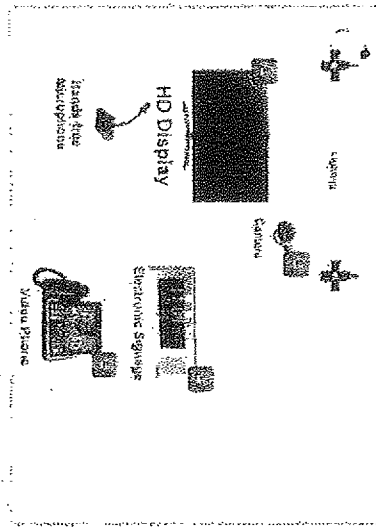
By: 
David Greco
Attorneys for Los Angeles Unified School District
and Michelle King, in her Official Capacity

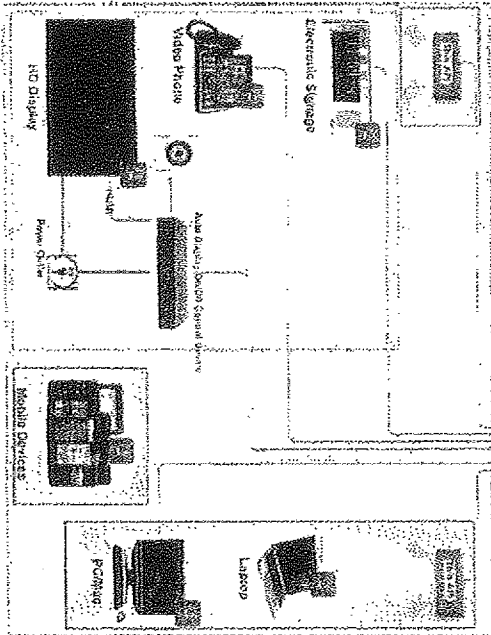
Exhibit A

MARLTON SCHOOL CONVERGED SYSTEMS

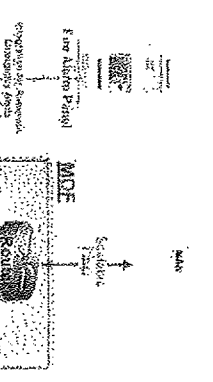
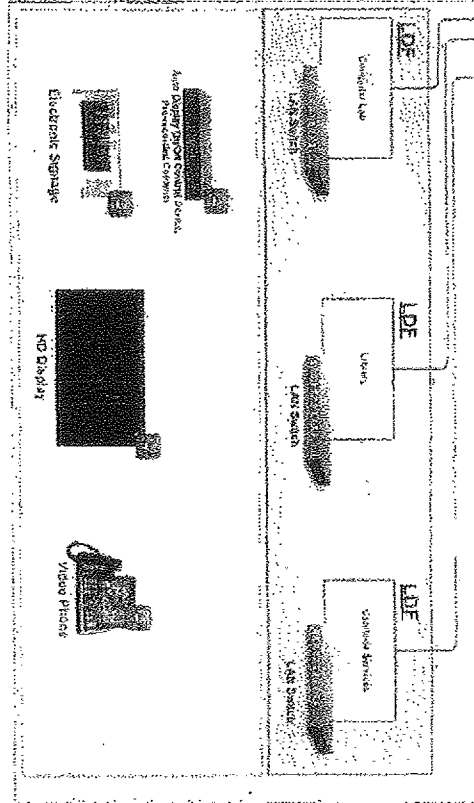
Main Office



Classrooms/Offices



Instructional Support Areas



- Compatible with first phase of LAN Modernization
- Request funding for second phase convergence

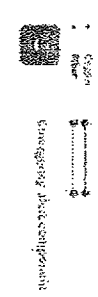


Exhibit B

Warranty and Technical Support

Undersigned, Telenet VoIP, Inc.

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Telenet VoIP, Inc. will provide a five (5) year 8x5xNBD onsite warranty commencing from the date of system test and acceptance by the Los Angeles Unified School District. This support will cover all LAN, VoIP, and AV PA/Intercom products provided by Telenet VoIP, Inc. The support will include all systems, sub-components and services implemented under this AV PA/Intercom contract which includes manufacturer defect support, software updates, repair, parts replacement, troubleshooting and problem resolution.

- **Help Desk Operations:**

Service Requests, also known as cases or trouble tickets, are opened through the Telenet VoIP, Inc. Support Center.

Phone – 310-253-9000

Email – support@telenetvoip.com

- **Hours of Operation:**

Monday – Friday 8am – 7pm

- **Escalation Guidelines:**

The following procedures detail the process flow for customer cases coming into the Support Center.

Call Classifications (Priority Levels)

Priority 1:

Network or system is down, causing critical impact to operations. No workaround is available. Telenet VoIP, Inc. and the customer are willing to commit to substantial resources around the clock to resolve the situation.

Response Time: Within 3 Hrs. 8X5

Priority 2:

Network or system is severely degraded, affecting significant aspects of the operation. No workaround is available. Telenet VoIP, Inc. and the customer are



Voice – Data – Security

willing to commit full-time resources during business hours to resolve the situation.

Response Time: Within 4 Hrs. 8X5

Priority 3:

Network or system performance is degraded. Functionality is noticeably impaired, but most operations are able to continue.

Response Time: Within 6 Hrs. 8X5

Priority 4:

Customer requires information or assistance on product capabilities, installation, upgrades or configuration.

Response Time: Within 24 Hrs. 8X5

Client Preparation

When a problem is suspected, the customer calls the Support Center and a trouble ticket will be opened, and the ticket number will be given to the customer.

The customer should assign a call classification based on the criteria provided in the above priority list.

The customer should provide readily access to the site should the on-site call be required

○ **Availability voice/online:**

Support is available via telephone and email

