

## **SETTLEMENT AGREEMENT**

This settlement agreement (“Agreement”) is made and entered into by and between Celerina Navarro, Janet Stevens, Armando Covarrubias, Evelyn Estrada, Gabriel Rangel Jaime, Alma Aldaco (“Plaintiffs”), Members of the Settlement Class, and the City of Mountain View (“Defendant” or “City”) (together, “Parties”).

### **RECITALS**

A. On October 22, 2019, the Mountain View City Council passed Ordinance No. 14.19 to, among other things, restrict the parking of oversized vehicles on streets adjacent to Class II bikeways (the “Bike Lane Ordinance”), and Ordinance No. 15.19 to, among other things, restrict the parking of oversized vehicles on streets that are no more than 40 feet wide (the “Narrow Streets Ordinance,” collectively, the “Ordinances”).

B. On July 14, 2021, Plaintiffs filed the Action (as defined below) in United States District Court for the Northern District of California, alleging that the Ordinances violate several of Plaintiffs’ state and federal constitutional and statutory rights. The City denies the allegations and legal claims.

C. On August 16, 2021, the City filed a motion to dismiss the Action. On August 30, 2021, Plaintiffs filed a motion for preliminary injunction in the Action. On November 9, 2021, Judge Cousins issued an order denying the motion for preliminary injunction, denying in part the motion to dismiss, while dismissing certain of Plaintiffs’ claims with leave to amend.

D. Thereafter, the Parties entered into settlement discussions overseen by United States Magistrate Judge Susan van Keulen. In connection with these discussions, the Parties, with the Court’s approval, continued deadlines for Plaintiffs to amend the complaint in the Action, for Defendants to respond to discovery propounded by Plaintiffs, and otherwise staying the litigation. During the pendency of these discussions, the City postponed enforcement of the Ordinances.

E. The Parties now desire to finally settle their disputes relating to the Action to avoid the expense and uncertainty of litigation. This Agreement is the result of extensive settlement negotiations, conducted both directly between counsel for the Parties and in several settlement conferences under the supervision of a United States Magistrate Judge, including one settlement conference in which Plaintiffs and representatives of the City participated. Nothing contained in this Agreement shall be construed as an admission by any Party of the truth or validity of any allegations, claims, or defenses asserted in connection with the Action, or of the liability of any Party to any other Party, except as expressly set forth in this Agreement.

### **DEFINITIONS**

1. “Action” means *Navarro, et al. v. City of Mountain View*, No. 21-cv-05381-NC (N.D. Cal.).

2. “Bike Lane Ordinance” means Mountain View Ordinance 14.19, restricting the parking of non-exempt oversized vehicles on streets adjacent to Class II bikeways.

3. “Class Members” means all persons who resided or sought to reside in an oversized vehicle within the City of Mountain View at any time beginning from December 18, 2020, through the conclusion of the Effective Period of this Agreement. For the avoidance of doubt, Class Members also include all such persons who have a disability within the meaning of the Americans with Disabilities Act (ADA), as defined in 42 U.S.C. § 12102.

4. “Class Notice” means the written notice, together with the Publication Notice, which shall include the general terms of the Settlement Agreement and the date of the Final Approval Hearing. The Class Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, due process, any other applicable law, and shall otherwise be in the manner and form approved by the Court.

5. “Class Representatives” or “Named Plaintiffs” mean Celerina Navarro, Janet Stevens, Armando Covarrubias, Evelyn Estrada, Gabriel Rangel Jaime, and Alma Aldaco.

6. “Effective Date” shall be the date of entry of Judgment.

7. The “Effective Period” begins on the Effective Date and ends four years after the Effective Date.

8. “Final Approval Hearing” shall mean the hearing to be held by the Court to consider and determine whether the proposed Settlement of this Action should be approved as fair, reasonable, and adequate, and whether the Judgment should be entered.

9. “Final Approval Motion” shall mean a motion filed with the Court requesting that the Court consider and, if it finds the settlement to be fair and reasonable, finally approve the Settlement Agreement.

10. “Judgment” means the Final Judgment and Order of Dismissal with Prejudice, to be rendered by the Court.

11. “Narrow Streets Ordinance” means Mountain View Ordinance 15.19, restricting the parking of non-exempt oversized vehicles on streets less than or equal to forty feet in width.

12. The “Ordinances” mean the Bike Lane Ordinance and/or the Narrow Streets Ordinance.

13. “Oversized vehicle” or “OSV” means any vehicle, as defined in Section 670 of the California Vehicle Code, or combination of vehicles, that exceed twenty-two (22) feet in length, or seven (7) feet in width, or seven (7) feet in height, exclusive of projecting lights or devices allowed by Sections 35109 and 35110 of the California Vehicle Code, but including any load in or on a vehicle which effectively causes the vehicle’s length, width, or height to exceed the foregoing dimensions.

14. "Preliminary Approval Motion" shall mean a motion filed with the Court requesting that the Court consider and preliminarily approve the Settlement Agreement.

15. "Released Parties" means the City of Mountain View and its departments, heirs, successors, and past, present, and future employees, officers, council members, attorneys, agents, representatives, insurers, and assigns.

16. "Releasing Parties" means the Class Representatives and the Class Members, and all of their present, former, and future heirs, executors, administrators, representatives, agents, attorneys, successors-in-interest, assigns, and legatees.

### **TERMS OF AGREEMENT**

NOW, THEREFORE, in consideration for the mutual promises, covenants, and conditions contained herein, the Parties hereby agree as follows:

#### **1. Composite Parking Regulation Map**

**A. Map.** Attached as **Exhibit A** to this Agreement is a true and correct copy of the English language version of the Composite Parking Regulation Map that is accurate as of the Effective Date of this Agreement. The Map shall be distributed at all times in a full-color version.

**B. Updates.** During the Effective Period of this Agreement, the City shall update the Composite Parking Regulation Map within fifteen (15) business days of the City Council enacting a resolution or ordinance that constitutes a material change affecting the Map and prior to the enforcement of any material change affecting the Map. A "material change affecting the Map" includes any addition or subtraction of one or more street segments to the list of designated street segments subject to any City ordinance or resolution that would require a street segment on the Map to appear in a different color than it appears in the most recent version of the Map. A "material change affecting the Map" does not include other changes that may affect parking on City streets, including but not limited to a change in the street sweeping schedule, or the addition or removal of curb markings on street segments otherwise available for parking, provided that such curb markings are made consistent with section 19.79 of the Mountain View City Code; sections 22507, 22514, or 22522 of the California Vehicle Code; and/or the guidelines for pedestrian and vehicle safety attached as **Exhibit B** to this Agreement.

The Map and all updates to the Map shall be in English, Spanish, Russian, and Chinese.

The City shall provide Plaintiffs' counsel with a copy of any updated map within three (3) business days of completing any update.

During the Effective Period of this Agreement, the City shall not issue any citations or tow any vehicles for violating either Ordinance on any new street segment added to the list of street segments covered by the Ordinances for a fourteen (14) day grace period following the installation of the street signs relating to the Ordinances on those street segments.

### **C. Distribution.**

Regardless of when and whether the Court grants the Preliminary Approval Motion, beginning on September 1, 2022, and by no later than September 20, 2022, Mountain View Police department shall use best efforts to provide all occupants of Oversized vehicles with a copy of the Map attached as Exhibit A to this Agreement. Also, before the Effective Period, whenever a police officer requests that an occupant of an oversized vehicle relocate to a new street in order to comply with the Ordinances, or when a police officer, in response to an alleged violation of the Ordinances, issues a parking citation the police officer shall provide the occupants of the Oversized vehicle with a copy of the Map. Mountain View police officers may commence issuing parking citations and/or towing oversized vehicles to enforce the Narrow Streets Ordinance or Bike Lane Ordinance on October 1, 2022. Such obligations shall continue and such enforcement shall comply with the requirements of Section 3 unless and until the Court denies the Preliminary Approval Motion and/or the Final Approval Motion.

Throughout the Effective Period, each parking citation issued for violations of the Ordinances shall be accompanied by the most recent version of the Map.

Throughout the Effective Period, the City shall (i) post the most recent version of the Map on its Narrow Streets website and (ii) make hard copies of the most recent version of the Map available at the Mountain View public library and at City Hall.

Each distribution shall include a version of the Map in English, Spanish, Russian, and Chinese.

### **2. OSV Parking Capacity**

During the Effective Period, the City shall ensure that there are no less than 3.0 miles of street segments with available parking capacity for OSVs. Each street segment included within these three miles shall have some parking capacity for OSVs on both sides of the street.

A street segment has available parking capacity for OSVs as long as the following restrictions and/or prohibitions do not apply to that street segment: (i) the Narrow Streets Ordinance; (ii) the Bike Lane Ordinance; (iii) any prohibition on parking from 2 a.m. to 6 a.m.; (iv) any temporal restriction on parking for a period of time less than 72 hours, including any metered parking; and (v) any prohibition on all parking.

A street segment has available parking capacity for OSVs even though other kinds of parking restrictions, prohibitions, or barriers may apply, including but not limited to (i) driveways and fire hydrants; (ii) curb markings that prohibit parking on portions of streets for various reasons, including but not limited to preserving sight lines at driveways and intersections; (iii) the prohibition on parking in excess of 72 consecutive hours in accordance with Mountain View City Code Section 19.72; (iv) prohibitions on parking on certain street segments during times reserved for street cleaning purposes; (v) temporary prohibitions on parking on certain street segments during times necessary for road or utility work or other purposes as set forth in Mountain View City Code Section 19.77; and/or (vi) parking by other vehicles.

### 3. Enforcement

**A. Minimum Amount of Pre-towing Notice.** Throughout the Effective Period, the minimum amount of pre-towing notice that the City shall provide to occupants of OSVs for violations of the Narrow Streets Ordinance or Bike Lane Ordinance will be as provided below. To the greatest extent practicable, all enforcement activities pertaining to the Narrow Streets Ordinance and the Bike Lane Ordinance shall be conducted by the Mountain View Police Department's Youth and Community Services Unit (formerly, the Neighborhood and Event Services Unit) or its successor. The Parties expressly acknowledge that it will sometimes be necessary and/or appropriate for other officers with the Mountain View police department to engage in enforcement activities pertaining to the Narrow Streets Ordinance and the Bike Lane Ordinance.

**(i) Circumstances under which posted signs alone deemed sufficient.** An OSV may be immediately towed for violating the Narrow Streets Ordinance or Bike Lane Ordinance without notice other than posted signs if the OSV is parked in the path of traffic, is blocking a driveway, or when the OSV is occupied by a repeat offender who has previously received no fewer than three parking citations for violating the Narrow Streets Ordinance and/or Bike Lane Ordinance, with at least 72 hours between citations.

For purposes of this section of the Agreement only, the three previous parking citations issued to a repeat offender can have been issued for violations of either the Narrow Streets Ordinance or the Bike Lane Ordinance, and can have been issued at any time during the Effective Period of this Agreement.

**(ii) All other circumstances: Posted signs and one (1) parking citation.** In all other circumstances, except the grace periods (14 days following the posting of new street signs relating to the Ordinances and September 1 - September 30, 2022) described in Section 1(B) & (C) above, OSVs may be towed for violating the Narrow Streets Ordinance and/or Bike Lane Ordinance 72-hours after at least one parking citation has been issued for such violation, provided that such parking citation shall be accompanied by a flyer in the form attached as **Exhibit C** and a copy of the Map. Exhibit C shall be provided in English, Spanish, Russian, and Chinese.

**(iii)** The Parties expressly acknowledge that a Mountain View Police officer has the discretion to provide more than 72 hours after issuing a parking citation before towing a vehicle, or may provide a parking citation or courtesy notification that is not otherwise required by this Agreement if the officer determines that there is good cause to do so. Good cause can include but is not limited to the officer concluding that the OSV occupant likely has not received notice that their OSV is subject to towing for violating the Ordinance on the street where the vehicle is parked, or a request by the OSV occupant for more time to move an OSV to address mechanical problems with the OSV. Under no circumstances shall a Mountain View Police officer's decision not to provide such additional time or notice be construed as a violation of this Agreement.

**B. Dispute Resolution.** The procedures outlined in this subsection shall apply to all disputes arising under Section 3(A) of this Agreement.

(i) An individual Class Member may contest any issue relating to the issuance of a citation only pursuant to the process set forth in section 19.62.2 of the Mountain View City Code.

An individual Class Member may contest any issue relating to the towing of an oversized vehicle only by requesting a post-storage hearing pursuant to section 22852 of the California Vehicle Code.

(ii) Notwithstanding the foregoing, Plaintiffs' Counsel may, following a good faith investigation that is reasonable under the circumstances, contest issues relating to a pattern or practice alleged to be in violation of the enforcement procedures set forth in Section 3(A) by invoking the dispute resolution procedures set forth in Section 12 hereof. For purposes of this section of the Agreement, issues relating to a pattern or practice alleged to be in violation of the enforcement procedures set forth in Section 3(A) will generally exclude any individual incidents that could be addressed through the procedures outlined in Section 3(B)(i), regardless of whether the individual Class Member or their Counsel believes the issue(s) would be, or has been, adequately addressed. A "pattern or practice" will generally require at least three similar incidents, or conduct constituting a severe violation of Section 1(A) that is likely to lead to similar severe violations in the future.

(iii) The Parties acknowledge that nothing in Section 3 or in any other section of this Agreement governs the City's enforcement of any statute or ordinance other than the Narrow Streets Ordinance or Bike Lane Ordinance, including other health and safety ordinances.

#### **4. Attorneys' Fees**

The Parties shall attempt to negotiate Plaintiffs' claim for attorney's fees and costs in connection with the prosecution and settlement of the Action, which the City contests. No later than 30 days after Preliminary Approval of the Settlement Agreement by the District Court, Plaintiffs shall provide the City with the amount sought in attorneys' fees and costs, including detailed billing statements with sufficient detail to demonstrate for each entry the date, amount of time billed, the billing attorney or staff, the billing rate, and a description of the tasks performed.

The Parties agree that all materials they exchange, and any proposals they make, in connection with their efforts to negotiate attorneys' fees shall be treated as confidential and subject to all applicable privileges pertaining to settlement negotiations, and may not be disclosed in any proceedings on a motion for an award of fees and costs, without the express written consent of the Party who produced the materials or made the proposal.

Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, Plaintiffs' Counsel will move the Court for approval of reasonable attorneys' fees, expenses and costs incurred in this litigation for hearing at the same date and time as any hearing on final approval. This motion will be filed on a date determined by the Court upon preliminary approval of this class settlement agreement with time allocated for any class member to state relevant objections. If the Parties are unable to agree to an amount of attorneys' fees and costs, Plaintiffs' motion may be contested by the City; otherwise, Plaintiff's motion will be unopposed. The City retains the right to object in good faith to Plaintiffs' fee request and motion on any applicable ground.

**5. Reasonable Modification Requests Based on Disability**

A. Nothing in this Agreement shall be construed as an admission or concession by any Party as to the applicability of Title II of the Americans with Disabilities Act (42 U.S.C. § 12132); Section 504 of the Rehabilitation Act (29 U.S.C. § 794); the California Disabled Persons Act (Cal. Civ. Code §§ 54, et seq.); and/or California Government Code section 11135, to:

- (i) the Narrow Streets Ordinance or the Bike Lane Ordinance; or
- (ii) to any particular request for reasonable accommodations, including but not limited to requests in the form of requests for partial or full exemptions from the Ordinances.

B. The Parties acknowledge that requests for reasonable accommodations relating to the Ordinances might come in the form of requests for additional time to come into compliance with the Ordinances, and the City will consider such requests in good faith. This Agreement does not require the City to grant any particular request for reasonable accommodation, including but not limited to requests for reasonable accommodations in the form of additional time to come into compliance with the Ordinances. Requests for reasonable accommodations will be evaluated on a case-by-case basis in accordance with applicable law.

Requests may be made during interactions with police officers, by calling the number listed on a courtesy notification (650-903-6344), or by filling out the City of Mountain View ADA Grievance Form located at <https://www.mountainview.gov/contact/ada.asp>. The City will post information to this effect on the sections of its web page concerning "Oversize Vehicle Restrictions on Narrow Streets" ([https://www.mountainview.gov/depts/pw/transport/narrow\\_streets.asp](https://www.mountainview.gov/depts/pw/transport/narrow_streets.asp)) and on any similar page, if any, related to the Bike Lane Ordinance.

**6. Duration of Agreement.**

This Agreement shall remain in force throughout the Effective Period unless the Court finds good cause for an earlier termination, as outlined below.

After three years of the Effective Period, for good cause, the City may request that the Parties negotiate concerning the shortening of the Effective Period, and Plaintiffs will be obligated to negotiate in good faith on this matter. In the event that the Parties cannot agree on shortening the Effective Period, the City may move the Court, on a showing of good cause, for the shortening of the Effective Period.

Good cause for an earlier termination can include, but is not limited to, a misuse of the dispute resolution process, such as a pattern or practice of initiating non-meritorious disputes.

**7. Withdrawal of Pending Public Records Act Requests**

Plaintiffs and their counsel in this Action agree that the three Public Records Act requests submitted by the Law Foundation of Silicon Valley to the City on May 15, 2019, and October 24,

2019, and to which the City has been responding on a rolling basis, are hereby withdrawn. The City shall have no further obligation to provide responsive records to any of the three requests.

**8. Preliminary Approval of Settlement Class**

Within thirty (30) days after all Parties have executed this Agreement, the Parties will jointly move the Court for an order granting preliminary approval of this Agreement; provisionally certifying a Settlement Class; appointing Plaintiffs as Class Representatives; appointing Plaintiffs' Counsel as Class Counsel; approving a plan and schedule for providing notice of the Settlement to Class Members; and setting a date and time for a hearing on the fairness of the Settlement and a motion for final approval of the Settlement. The Parties agree that the Settlement Class will be conditionally certified, in accordance with the terms of this Agreement, solely for purposes of effectuating this Agreement. The Parties agree that the Settlement Class will be certified in accordance with the standards applicable under Rule 23(b)(2) of the Federal Rules of Civil Procedure and that, accordingly, no Settlement Class member may opt out of any of the provisions of this Settlement Agreement.

**9. Class Notice Of The Settlement**

The Parties will jointly request approval by the Court of a form of notice and a plan for giving notice to the Settlement Class consistent with this Section. Following the Court's issuance of the Preliminary Approval Order, the Parties will provide notice to Class Members as follows: (i) the City will conspicuously place a copy of the court-approved notice on each OSV parked within the City; will cause notice to be published in periodicals of general circulation in the City and surrounding communities, the City's website, at the Mountain View Public Library, and at the Mountain View City Hall; (ii) Plaintiffs will provide information concerning the Settlement to local non-profit organizations that provide services to unhoused individuals and individuals living in OSVs in the City and surrounding communities.

**10. Final Approval of Settlement Class**

The Parties agree that, upon Final Approval, the Settlement Agreement will be binding on the parties and the Court will enter the Judgment dismissing the Action with prejudice subject to the Court retaining jurisdiction as described in Section 13. If the Court denies the Parties' request to enter the Judgment and this Agreement does not receive Final Approval, or if this Agreement does not become Final for any reason in accordance with its terms: (i) this Agreement will be null and void and of no force and effect; (ii) nothing in this Agreement will be deemed to prejudice the position of any of the Parties with respect to any matter; and (iii) neither the existence of this Agreement, nor its contents, will be admissible in evidence, referred to for any purpose in any litigation or proceeding, or be deemed an admission by any Party as to any matter.

**11. Release of Claims**

A. This Settlement Agreement is subject to the approval of the Court as provided in Federal Rule of Civil Procedure 23(e). The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to this Action. The settlement comprises claims that are contested and shall not be deemed an admission by any Party as to the



merits of any claim or defense. The Parties agree that the terms of the settlement were negotiated in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel and with the assistance of United States Magistrate Judge Susan van Keulen.

**B.** Upon the entry of Final Judgment in this Action, the Releasing Parties, collectively and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, dismissed, and discharged all Released Claims against the Released Parties, collectively and each of them.

**C.** The Releasing Parties, including each and every Class Member, shall be bound by this Settlement Agreement, and each of them shall be prohibited from commencing, instituting, continuing to prosecute or prosecuting any action in any court or tribunal asserting any of the Released Claims, whether directly, representatively, derivatively, or in any other capacity, against any of the Released Parties.

**D.** Released Claims for the Releasing Parties shall include any and all actions, causes of actions, claims, administrative claims, demands, rights, and suits for relief including attorneys' fees and costs (except for attorneys' fees and costs provided for in Section 4 of this Settlement Agreement) of every nature and description, whether known or unknown, suspected or unsuspected, existing now or in the past or arising in the future, that were asserted in this case or could have been asserted in this case relating to the Ordinances and based on the identical factual predicate as those alleged. The Released Claims include, but are not limited to, claims under federal, state, or municipal statute, code, rule, or regulation.

**E.** This Settlement Agreement is intended to be the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party other than the representations, warranties, and covenants contained and memorialized in this Agreement.

**F.** This Settlement Agreement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. By entering into this Settlement Agreement, the Releasing Parties acknowledge that they assume the risk of any mistake of fact or law. If they, or any of them, later discover such a mistake, they shall not be entitled to modify, reform, or set aside this Settlement Agreement, in whole or in part, by reason thereof.

**G.** Conditioned upon and subject to Final Approval by the Court, the Named Plaintiffs further expressly waive and relinquish all unknown and unanticipated injuries, both to person and property, and all unknown and unanticipated damages and claims arising or resulting from the allegations in this Action and arising before the Effective Date.

**H.** With respect to the Released Claims, the Releasing Parties shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, and any other similar provision under federal or state law. Section 1542 provides 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 Releasing Parties expressly waive any rights they may have under that statute as well as under any other statute or common law principles of similar effect with respect to the Released Claims. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but that it is nevertheless their intention to finally and forever settle and release the Released Claims.

I. Unreleased Claims: The above-described release does not apply to any claims to enforce the terms of this Settlement Agreement. Nothing in this Settlement Agreement shall be interpreted as a release of any claims for damages on behalf of the Releasing Parties, except that the Named Plaintiffs do expressly and forever release any and all claims for damages that were or could have been brought in the Action.

## **12. Dispute Resolution**

It is the intent of the Parties that any disputes concerning the interpretation or implementation of this Agreement be resolved as swiftly and inexpensively as possible. This section shall apply to all disputes arising under this Agreement with the exception of disputes arising under Section 3. Disputes arising under Section 3 shall be resolved according to the applicable dispute resolution procedures set forth in Section 3.

The Parties shall engage in good faith meet and confer efforts to resolve dispute(s) arising under this Agreement. The Party initiating the dispute shall notify the other Party or Parties of their intent to invoke this provision of the Agreement by providing a written description of the dispute(s) in reasonable detail. The Parties shall engage in good faith meet and confer efforts to resolve the dispute(s), commencing no later than 7 days after the Party receiving notice of the dispute receives an adequate written description of the dispute. If the Parties are unable to resolve the dispute(s) within 15 days of the notice initiating the dispute resolution process, the Party that served the notice may thereafter petition the Court for resolution of the dispute, according to such procedures as the Court may direct.

For purposes of this section of the Agreement, an adequate written description of the dispute shall include all information that is necessary for the other Party or Parties to understand the nature and the extent of the dispute and, if necessary or appropriate, to investigate the dispute. At a minimum, this will include all reasonably available names of the individual(s) involved, dates, times, locations, and facts giving rise to the dispute. The Parties agree to promptly respond to reasonable requests for additional information about any disputes.

## **13. Dismissal; Continuing Jurisdiction of the Court**

Following the final approval of this Agreement by the Court and the resolution (whether by agreement or by noticed motion) of Plaintiffs' claim for attorneys' fees, the Parties will request

that the Court dismiss this action with prejudice but retain jurisdiction to hear and resolve any disputes relating to this Agreement or the enforcement thereof throughout the Effective Period.

**14. Entire Agreement**

This Agreement and its exhibits contain all the agreements, conditions, promises, and covenants between Plaintiffs and the City regarding matters set forth in it, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

**15. Modification**

Except as provided in this Agreement with respect to the Map, this Agreement and any exhibits can only be amended by written agreement of all parties to this Agreement. Following Final Approval of the Agreement by the District Court, no modification of this Agreement shall be effective unless it is made pursuant to court order.

**16. Drafting of this Agreement**

This Agreement is deemed to have been drafted by the Parties, as a result of arm's length negotiations among the Parties. Whereas the Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**17. Execution by Facsimile, Electronically and in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures in PDF format transmitted by email shall be deemed originals.

**18. Interpretation**

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 headings in this Agreement are solely for convenience and shall not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural, and the terms "and" and "or" shall mean "and/or." This Agreement is the product of negotiations and joint drafting so that any ambiguity shall not be construed against any Party.

**19. 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 further documents as may be required to carry out the terms of this Agreement.

**20. Severability**

If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**21. Successors and Assigns**

The obligations set forth in this Agreement shall be binding on the Parties and their successors and assigns.

**22. No Waiver of Terms of Agreement**

The failure to insist upon compliance with any term, covenant or condition contained in the Agreement shall not be deemed a waiver of that term, covenant, or condition.

**23. Authorization**

By signing this Agreement, the Parties certify that they have read this Agreement in its entirety, have understood the terms of this Agreement, and fully agree to the terms and conditions in it. The Parties enter into this Agreement freely, knowingly, and voluntarily. The Parties have been advised or have had the opportunity to be advised by legal counsel with respect to the terms of this Agreement, and understand and acknowledge its significance and consequences.

Each individual or entity that executes this Agreement represents and warrants that they are duly authorized and empowered to enter into this Agreement on behalf of themselves and/or the Party they are identified as representing.

Further, the undersigned warrant that they have authority to agree to the terms of this Agreement and that the same was entered into without threat or coercion.

**24. Denial of Liability**

This Agreement provides for the settlement of disputed allegations and claims in this Action. Nothing in this Agreement shall be construed as an admission by the City of any allegation or liability of any kind whatsoever. The City expressly denies any and all such allegations and liability.

**25. No Third-Party Beneficiaries**

This Agreement is binding upon the Parties to the Agreement, and it is made solely for the benefit of the Parties. No other person or entity shall have any rights or interests under this Agreement as a Third-Party Beneficiary or in any other capacity.

**26. Notices**

Unless otherwise specified, any notices provided by this Agreement shall be sent to the following addresses by certified mail, return receipt requested with a copy by email unless otherwise designated in writing by the Party to receive the notice or request.

(a) If to Plaintiffs:

Erin Neff  
erin.neff@lawfoundation.org  
Karen Kontz  
karen.kontz@lawfoundation.org  
4 North Second St., Ste 1300  
San Jose, CA 95113

With a copies to:

William S. Freeman  
wfreeman@aclunc.org  
Grayce Zelphin  
gzelphin@aclunc.org  
American Civil Liberties Union Foundation of Northern California  
39 Drumm Street  
San Francisco, CA 94111

Thomas Zito  
tzito@dralegal.org  
Sean Betouliere  
sbetouliere@dralegal.org  
Disability Rights Advocates  
2001 Center Street, 4th Floor  
Berkeley, CA 94704

Sam Diamant  
sdiamant@kslaw.com  
Quyen Ta  
qta@kslaw.com  
Arwen Johnson  
ajohnson@kslaw.com  
King & Spalding LLP  
50 California Street  
Suite 3300  
San Francisco, CA 94111

Deanna L. Kwong  
deanna.l.kwong@hpe.com  
Hewlett Packard Enterprise  
6280 America Center Drive  
San Jose, CA 95002

(b) If to City:

Jennifer Logue, City Attorney  
jennifer.logue@mountainview.org  
Office of the City Attorney  
500 Castro Street, Suite 300  
Mountain View, CA 94041

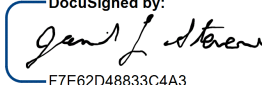
With a copy to:

Margaret R. Prinzing  
MPrinzing@olsonremcho.com  
Kristen Rogers  
KRogers@olsonremcho.com  
Olson Remcho LLP  
1901 Harrison Street, Suite 1550  
Oakland, CA 94612

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IN WITNESS WHEREOF, the Parties hereby enter into this Agreement

PLAINTIFFS

<p>_____</p> <p>Celerina Navarro</p> <p>Date: _____</p>	<p>DocuSigned by:    <small>F7E62D48833C4A3...</small></p> <p>_____</p> <p>Janet Stevens</p> <p>Date: 9/7/2022</p>
<p>_____</p> <p>Armando Covarrubias</p> <p>Date: _____</p>	<p>_____</p> <p>Evelyn Estrada</p> <p>Date: _____</p>
<p>_____</p> <p>Gabriel Rangel Jaime</p> <p>Date: _____</p>	<p>_____</p> <p>Alma Aldaco</p> <p>Date: _____</p>

DEFENDANTS:

\_\_\_\_\_

Kimbra McCarthy  
City Manager  
On behalf of the City of Mountain View

Date: \_\_\_\_\_

PLAINTIFFS

<p><u>Celerina Navarro</u> Celerina Navarro Date: <u>9-8-22</u></p>	<p>_____ Janet Stevens Date: _____</p>
<p><u>ARMANDO COVARRUBIAS</u> Armando Covarrubias Date: <u>09/08/22</u></p>	<p><u>Evelyn Estrada</u> Evelyn Estrada Date: <u>09.08.2022</u></p>
<p>_____ Gabriel Rangel Jaime Date: _____</p>	<p><u>Alma Aldaco</u> Alma Aldaco Date: <u>9/12/22</u></p>

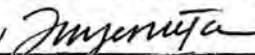
DEFENDANTS:  
Kimbra McCarthy  
 Kimbra McCarthy  
 City Manager  
 On behalf of the City of Mountain View  
 Date: 09/07/22




Approved as to Form:


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FILED  
IN  
COUNTY OF  
SAN FRANCISCO  
JAN 11 2011  
CLERK OF SUPERIOR COURT

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City of Mountain View

**EXHIBIT A**

# Streets with Parking Restrictions

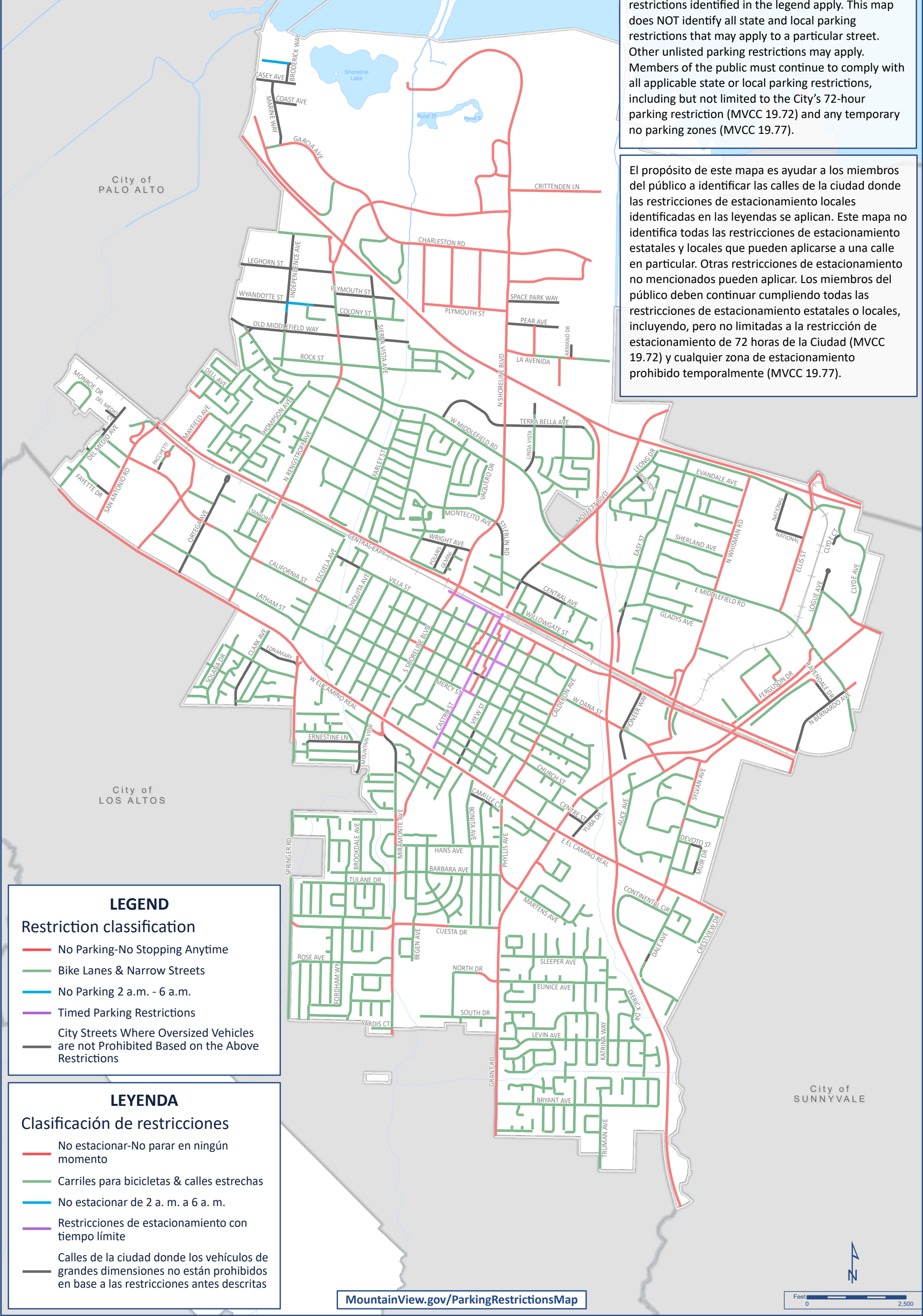
## Calles con restricciones de estacionamiento



Effective September 1, 2022  
Efectivo el 1 de septiembre de 2022

The purpose of this map is to help members of the public identify city streets where the local parking restrictions identified in the legend apply. This map does NOT identify all state and local parking restrictions that may apply to a particular street. Other unlisted parking restrictions may apply. Members of the public must continue to comply with all applicable state or local parking restrictions, including but not limited to the City's 72-hour parking restriction (MVCC 19.72) and any temporary no parking zones (MVCC 19.77).

El propósito de este mapa es ayudar a los miembros del público a identificar las calles de la ciudad donde las restricciones de estacionamiento locales identificadas en las leyendas se aplican. Este mapa no identifica todas las restricciones de estacionamiento estatales y locales que pueden aplicarse a una calle en particular. Otras restricciones de estacionamiento no mencionados pueden aplicar. Los miembros del público deben continuar cumpliendo todas las restricciones de estacionamiento estatales o locales, incluyendo, pero no limitadas a la restricción de estacionamiento de 72 horas de la Ciudad (MVCC 19.72) y cualquier zona de estacionamiento prohibido temporalmente (MVCC 19.77).



**LEGEND**

Restriction classification

- No Parking-No Stopping Anytime
- Bike Lanes & Narrow Streets
- No Parking 2 a.m. - 6 a.m.
- Timed Parking Restrictions
- City Streets Where Oversized Vehicles are not Prohibited Based on the Above Restrictions

**LEYENDA**

Clasificación de restricciones

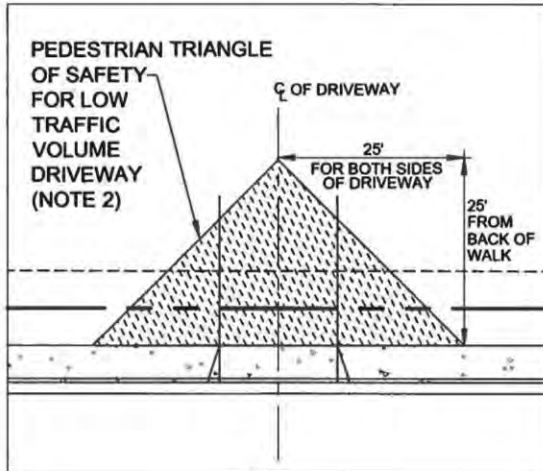
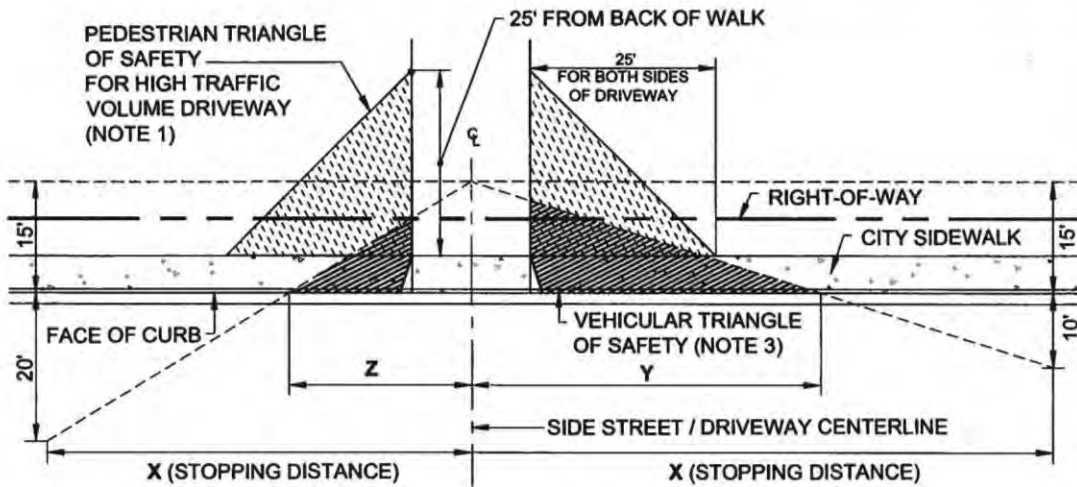
- No estacionar-No parar en ningún momento
- Carriles para bicicletas & calles estrechas
- No estacionar de 2 a. m. a 6 a. m.
- Restricciones de estacionamiento con tiempo límite
- Calles de la ciudad donde los vehículos de grandes dimensiones no están prohibidos en base a las restricciones antes descritas

[MountainView.gov/ParkingRestrictionsMap](http://MountainView.gov/ParkingRestrictionsMap)



For information only. The City of Mountain View does not warrant the accuracy of the information contained herein.  
tmview\data\Cities\GIS\Departments\T\Users\E\Savage\2022 - RoadRestrictions\2022 - Streets with Parking Restrictions\082222.aprx [2022\_08\_22 Streets with Parking Restrictions - English and Spanish]. last saved on 8/24/2022 at 2:22 PM

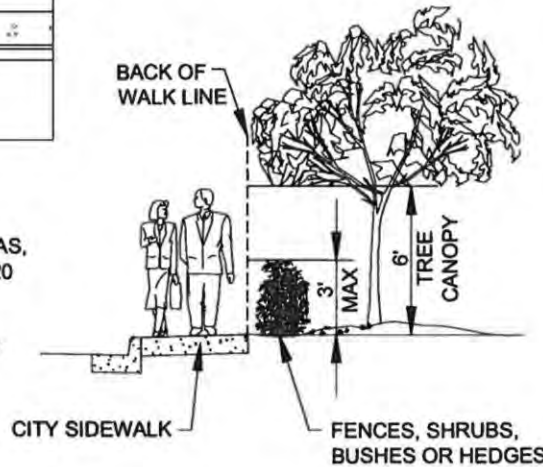
**EXHIBIT B**



SPEED (MPH)	STOPPING DISTANCE (FT)	Y (FT)	Z (FT)
25	150	90	65
30	200	120	85
35	250	150	110
40	300	180	130

**NOTES:**

1. TO BE APPLIED AT COMMERCIAL/RETAIL AREAS, AND RESIDENTIAL AREAS WITH MORE THAN 20 UNITS
2. TO BE APPLIED AT RESIDENTIAL AREAS WITH 20 UNITS OR LESS
3. VEHICULAR TRIANGLE OF SAFETY APPLIES FOR ALL DRIVEWAYS



Revision	PROFESSOR	Approved
Drawn: TE	Date: 04-16-2019	
Checked: SF	Scale: NTS	
APPROVED BY: No. 57093		
<i>Jacqueline Casolomon</i>		
4/17/2019	12-31-2019	57093
DATE	EXP.	R.C.E. NO.

CITY OF MOUNTAIN VIEW  
PUBLIC WORKS DEPARTMENT  
STANDARD DETAIL

SIDE STREET / DRIVEWAY  
PEDESTRIAN & VEHICULAR  
TRIANGLE OF SAFETY

FILE NO. A-22

**EXHIBIT C**



## **NOTICE OF PARKING VIOLATION**

On the below date/time, the Mountain View Police Department was in this area and noticed the below listed violations associated with your vehicle. A parking citation has been issued to the owner/operator of this vehicle. Please see the citation for further information about payment and opportunities to contest the citation.

Date: \_\_\_\_\_ Vehicle Year: \_\_\_\_\_ Make/Model: \_\_\_\_\_ License: \_\_\_\_\_

Time: \_\_\_\_\_ Location: \_\_\_\_\_

\_\_\_ MVCO 14.19–Prohibits parking of oversized vehicles on streets adjacent to bike lanes

\_\_\_ MVCO 15.90 – Prohibits parking of oversized vehicles on streets 40 feet or less in width

**If this vehicle is not moved, it will be towed at your expense  
by \_\_\_\_\_, 20\_\_\_\_\_.**

If this vehicle is towed, you may contact (650) 903-6344 for information about recovering the vehicle and any possessions within the vehicle.

**You may contest the citation if you feel the citation was issued in error, if you are unable to pay the citation in full or in part, or if you believe that extenuating circumstances make dismissal of the citation appropriate in the interest of justice.**

You have 21 days to contest the citation. Contesting the citation does not prevent the vehicle from being towed. For further information, visit [https://www.pticket.com/MTVIEW/contesting\\_info.html](https://www.pticket.com/MTVIEW/contesting_info.html).

### **Assistance may be available**

If assistance is needed in locating streets where parking may be permissible for oversized vehicles, a composite parking regulation map is available at [MountainView.gov/NarrowStreets](http://MountainView.gov/NarrowStreets). Hard copies of the map are available at City Hall and the public library.

If you need more information, or if there are circumstances that make it difficult or impossible for you to move your vehicle in time to avoid towing, you may contact us with any questions at 650-903-6344.