

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into between the District of Columbia (the District) and Pedro Jesus Baker Paul of 3812 Old Dominion Blvd, Apt. 2, Alexandria, VA 22305 (collectively, the Parties).

PREAMBLE

As a preamble to this Agreement, the Parties agree:

- A. WHEREAS, the District is a municipal corporation created by an Act of Congress and is the local government for the District constituting the seat of government of the United States, D.C. Code § 1-102.
- B. WHEREAS, between July 2017 through October 2024, Pedro Jesus Baker Paul and his associated vehicles amassed 159 traffic citations in the District of Columbia.
- C. WHEREAS, the District sued Pedro Jesus Baker Paul under the Strengthening Traffic Enforcement, Education, and Responsibility Amendment Act of 2024 (STEER Act), D.C. Code § 50-2201.04(g)(1) and the Delinquent Debt Recovery Act (D.C. Code § 1-350.06(6)), seeking \$31,316.00 in unpaid fines, penalties, and fees associated with 159 traffic infractions, in Case No. 2025-CAB-002580 in the Superior Court of the District of Columbia Civil Division (Covered Conduct).
- D. WHEREAS the license plates subject to this Agreement are Virginia license plates:
THK9036 with 13 traffic citations issued between July 2, 2024, through September 18, 2024, TTC8414 with 18 traffic citations issued between June 24, 2024, through December 17, 2023, TVL5179 with five traffic citations issued between April 23, 2024, through January 17, 2024, UDE1680 with 38 traffic citations issued between May 29, 2021, through December 6, 2022, UMS8598 with 31 traffic citations issued between

December 13, 2019, through April 29, 2021, UPG5498 with four traffic citations issued between June 21, 2019, through October 5, 2019, VTB6262 with 11 traffic citations issued between February 19, 2017, through February 26, 2019, UWU1338 with two traffic citations issued on August 8, 2018, VLH8608 with three traffic citations issued between March 5, 2016, through November 18, 2016, VKV7403 with three traffic citations issued between November 8, 2015, through December 17, 2015, WWK3347 with 12 traffic citations issued between April 8, 2013, through November 2, 2015, WYT7763 with two traffic citations issued on September 27, 2012, and October 12, 2012, XFP3064 with 14 traffic citations issued between January 7, 2011, through September 14, 2012, and XLY8302 with three traffic citations issued between June 26, 2010, and October 22, 2010. All of the above referenced traffic citations subject to this Agreement are reflected in the attached eTIMS report.

- E. WHEREAS, this Agreement is not a concession by the District that its claims are not well founded, or an admission by Pedro Jesus Baker Paul of the District's allegations.
- F. WHEREAS, to avoid delay, uncertainty, inconvenience, and expense of protracted litigation, the Parties have reached this full and final settlement agreement:

TERMS AND CONDITIONS

THEREFORE, in consideration of the mutual promises and covenants in this Agreement, the Parties agree:

1. **Permanent and Binding Resolution**. This Agreement is a permanent and binding accord and resolution of the rights and obligations of the Parties with respect to all matters subject to this Agreement.

2. Payment. Pedro Jesus Baker Paul agrees to pay the District eleven thousand one hundred seventy-six dollars (\$11,176) (Settlement Amount). Specifically, Pedro Jesus Baker Paul shall pay \$187 per month starting on December 15, 2025, and continuing the 15th day of every month thereafter for 60 months until the Settlement Amount is paid in full. The payment shall be made by money order, certified or cashier's check payable to the "District of Columbia Treasurer" and mailed to Valerie Deal, Civil Litigation Division, Office of the Attorney General for the District of Columbia, 400 Sixth Street, N.W., Suite 10100, Washington, D.C. 20001.
3. Required Driving Course: Pedro Jesus Baker Paul agrees to enroll in and complete a defensive driving course offered through the District of Columbia's Department of Motor Vehicles (DMV) approved vendors within six (6) months of the signed settlement date. The defensive driving courses can be completed online through the Online Traffic School at <https://www.trafficschool.com/DC-Washington-DC/safe-driving-course/> or the American Safety Council at <https://www.safemotorist.com/district-of-columbia/defensive-driving/>. Pedro Jesus Baker Paul shall submit proof of completion of the defensive driving course to the District within thirty (30) days of the completion date.
4. Compliance with Traffic Laws. Pedro Jesus Baker Paul agrees to abide by all District traffic and safety laws and to refrain from incurring any additional traffic citations in the District during the pendency of the Agreement. To the extent that Pedro Jesus Baker Paul incurs additional traffic citations, he agrees to respond to the citations and comply with the Department of Motor Vehicles administrative process set forth in D.C. Code § 50-2302.05 and D.C. Code § 50-2303.05.

5. Release by the District. Subject to the terms of paragraph 6 of this Agreement and conditioned upon full payment of the Settlement Amount, the District agrees to release Pedro Jesus Baker Paul from any and all actions, disputes, claims, and demands for damages it may have had, now has, or may have, arising out of the Covered Conduct.
6. Dismissal of the Lawsuit. The District agrees to file a stipulation of dismissal of Case No. 2025-CAB-002580, within ten (10) days of execution of this Agreement.
7. Non-Released Claims. Notwithstanding any term of this Agreement, the District specifically does not release:
 - (a) claims or liability under federal laws, criminal laws, or the District's tax laws;
 - (b) liability under the District of Columbia False Claims Act;
 - (c) liability to the District or its agencies for conduct other than the Covered Conduct;
 - (d) liability to enforce a tax or child support obligation; and
 - (e) claims based upon obligations created by this Agreement, including claims to enforce the terms and conditions of this Agreement.
8. Legal Costs. Except as provided in paragraph 15, each party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
9. Voluntary Agreement. Pedro Jesus Baker Paul represents that he has freely and voluntarily entered this Agreement without any degree of duress or compulsion.
10. Opportunity to Confer. Pedro Jesus Baker Paul represents that he has had the opportunity to confer with legal counsel before signing this agreement.

11. Representations. The undersigned District signatory represents that she is signing this Agreement in her official capacity and that she is authorized to execute this Agreement on behalf of the District and bind the District.
12. Governing Laws. This Agreement is governed by the laws of the District of Columbia. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between the Parties under this Agreement shall be the Superior Court of the District of Columbia.
13. Entire Agreement. This Agreement constitutes the complete agreement between the Parties related to the Covered Conduct. This Agreement may not be amended except by written amendment signed by both Parties. But if any provision of this Agreement is determined by the Superior Court of the District of Columbia to be unlawful, then the District may, at its option, choose to sever such provision or declare the entire Agreement null and void.
14. Binding Agreement. This Agreement shall be binding upon the Parties and their successors, transferees, heirs, and assigns.
15. Breach. If Pedro Jesus Baker Paul fails to make three consecutive payments under this Agreement, the District may, within ten (10) days' notice to Pedro Jesus Baker Paul, request a consent judgment in the full amount of Pedro Jesus Baker Paul's outstanding debt of \$31,316.00 less any payments made, plus attorney's fees. Pedro Jesus Baker Paul agrees to entry of a consent judgment for \$31,316.00 less any payments made, plus attorney's fees, if this Agreement is breached.
16. Effective Date. This Agreement shall become effective upon the signature of all Parties.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

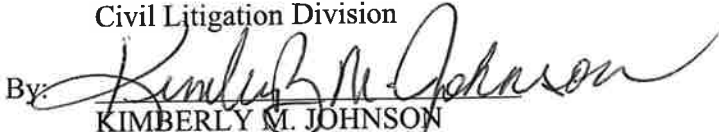
[SIGNATURES FOLLOW]

THE DISTRICT OF COLUMBIA

BRIAN L. SCHWALB
Attorney General for the District of Columbia

CHAD COPELAND
Deputy Attorney General
Civil Litigation Division

Dated: 12/11/25

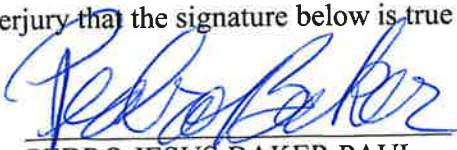
By: 
KIMBERLY M. JOHNSON
Chief, Civil Enforcement Section
Civil Litigation Division

ATTORNEYS FOR THE DISTRICT OF COLUMBIA

PEDRO JESUS BAKER PAUL

I, Pedro Jesus Baker Paul, have read and agree to all terms of this Agreement, and declare (certify, verify, or state) under penalty of perjury that the signature below is true and correct.

Dated: 12-11-25

By: 
PEDRO JESUS BAKER PAUL