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KEVON GORDON, RONALD JONES
RAYMOND BARNES and QUINCY BROWN
14

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION
17

18 KEVON GORDON, RONALD JONES)
RAYMOND BARNES and QUINCY)
19 BROWN,)
20 Plaintiffs,)
21 v.)
22 CITY OF MORENO VALLEY. et al,)
23 Defendants.)
24

No. ED CV 09-00688 JZ (SSx)
**STIPULATION AND ~~PROPOSED~~
ORDER RE SETTLEMENT
BETWEEN PLAINTIFFS AND
COUNTY DEFENDANTS**
Judge: Hon. Jack Zouhary
Courtroom: 1
Complaint Filed: April 9, 2009

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STIPULATION

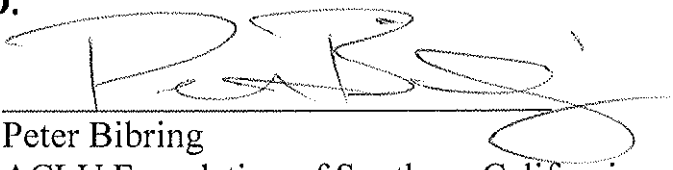
WHEREAS Plaintiffs Kevon Gordon, Ronald Jones, Raymond Barnes, and Quincy Brown (Plaintiffs), and Defendants County of Riverside, Stan Sniff, Rick Hall, Eric Brewer, Anthony Johnson, Seth Hartnet, Robert Duckett, Mario Herrera, Richard Hutson, and Christopher Gastinger (County Defendants) have entered into a settlement and Plaintiffs have executed a Full Release of Claims, a copy of which is attached as Exhibit 1 (Release);

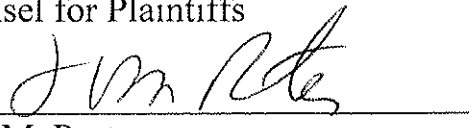
Plaintiffs and County Defendants stipulate and agree that the settlement amount is intended to be in settlement of County Defendants' proportionate share of Plaintiffs' overall damages in this action. *See McDermott, Inc. v. AmClyde*, 511 U.S. 202, 204 (1994); *Franklin v. Kaypro Corp.*, 884 F.2d 1222, 1229-32 (9th Cir. 1989); *Restatement (Third) of Torts* §16 [Apportionment of Liability] (2000);

The settlement and Release are contingent on the Court approving this Stipulation and ordering that following any future award of damages in this action, no other Defendant may seek contribution from County Defendants, or any offset from final damages awarded to Plaintiffs;

The Court shall retain jurisdiction for four years after the date of this settlement to enforce the terms of the Release.

IT IS SO STIPULATED.

Dated: 11-3-2010 
Peter Bibring
ACLU Foundation of Southern California
Counsel for Plaintiffs

Dated: 11-2-2010 
John M. Porter
Lewis Brisbois Bisgaard & Smith LLP
Counsel for defendants County of Riverside, Stan Sniff, Rick Hall, Eric Brewer, Anthony Johnson, Seth Hartnet, Robert Duckett, Mario Herrera, Richard Hutson, and Christopher Gastinger (Defendants).

EXHIBIT

1

RELEASE OF ALL CLAIMS

1. Parties

This Release is given by *Kevon Gordon, Ronald Jones, Raymond Barnes, and Quincy Brown* (Plaintiffs), in favor of *County of Riverside, Stan Sniff, Rick Hall, Eric Brewer, Anthony Johnson, Seth Hartnet, Robert Duckett, Mario Herrera, Richard Hutson, and Christopher Gastinger* (Defendants).

2. Claims

- 2.1 Plaintiffs filed an action in the United States District Court, Central District of California, Eastern Division, No. ED CV 09-00688 JZ (SS), titled *Gordon, et al. v. City of Moreno Valley, et al.* (Action).
- 2.2 Plaintiffs and Defendants wish to resolve all disputes and claims between them, including those arising from and/or relating in any way to the Action.

3. Settlement Terms

- 3.1 The settlement underlying this Release is a compromise of disputed claims and is not an admission by any party of any liability. Defendants specifically deny violation of the laws of equal protection, search and seizure, and/or any other law, statutory or otherwise.
- 3.2 Defendants agree to pay Plaintiffs \$32,500 in damages and \$66,500 in costs and attorneys' fees, in full satisfaction of all claims, rights, damages, costs, expenses, attorneys' fees, and other compensation of any kind which Plaintiffs have, or may have, against Defendants, including but not limited to those arising from or relating in any way to the Action. A single settlement check in the amount \$99,000 will be made payable to "ACLU Foundation of Southern California Trust Account."
- 3.3 Plaintiffs and Defendants agree that the payment of damages, costs, and fees is for Defendants' proportionate share of the damages Plaintiffs suffered. See *McDermott, Inc. v. AmClyde*, 511 U.S. 202, 204 (1994); *Franklin v. Kaypro Corp.*, 884 F.2d 1222, 1229-32 (9th Cir. 1989); *Restatement (Third) of Torts § 16* [Apportionment of Liability] (2000). The underlying settlement and this Release are contingent on the Court ordering that the settlement payment is for Defendants' proportionate share, and that no other defendant in the Action may seek contribution from Defendants or an offset from final damages awarded Plaintiffs, as set forth in the Stipulation and Proposed Order re Settlement Approval to be submitted to the Court in the Action.
- 3.3.1 As an additional consideration of this settlement, the Riverside County Sheriff's Department will continue its training of command staff by having each command staff member attend the Museum of Tolerance "Tools for Tolerance for Law Enforcement and Criminal Justice" program within 4 years of the date of this settlement. For purposes of this provision, "command staff" means every sworn officer of the Riverside Sheriff's Department holding the rank captain or above.

3.3.2 As additional consideration of this settlement, the Riverside County Sheriff's Department will arrange to send a delegation of personnel from its Professional Standards Bureau to the Los Angeles Police Department ("LAPD") Internal Affairs Group for an overview and/or discussion of the LAPD's recent changes to its handling of biased policing complaint investigations and adjudications. Subject to the availability the LAPD, such a delegation shall be sent within 90 days of the date of this settlement.

3.4 Plaintiffs and their attorneys represent that the settlement payment has or will be allocated between them by their mutual agreement. However, the inability of Plaintiffs and their attorneys to agree to an allocation shall not constitute grounds to rescind or otherwise withdraw from the underlying settlement and/or this Release.

3.5 Plaintiffs and their attorneys agree to execute such tax and related forms required by Defendants for this Release. Defendants' counsel shall forward such forms to Plaintiffs' counsel for completion. The settlement payment shall be made within 21 days after approval by the Board of Supervisors of the County of Riverside, or 21 days after defense counsel receives all closing paperwork from plaintiffs, or 21 days after the Court enters an order approving the underlying settlement (see Paragraph 3.3), whichever occurs last.

3.6 Plaintiffs agree that neither Plaintiffs nor their attorneys have relied on any representations as to the tax consequences of the underlying settlement and/or this Release. Plaintiffs further agree that if any taxing authority determines that any part of the settlement is taxable, Plaintiffs will be solely responsible for all such taxes. Plaintiffs further agree to indemnify and hold harmless Defendants from liability to any taxing authority, and from any claims made in any administrative or judicial action to collect taxes from Defendants. If a proceeding is instituted against Defendants, Defendants will give Plaintiffs notice of the proceedings at their last known addresses and Plaintiffs will be obligated to defend and indemnify Defendants.

3.7 Plaintiffs, for themselves, their relatives, heirs, successors, assigns, attorneys, agents, and representatives, release and forever discharge Defendants, the County of Riverside, and all of their successors, assigns, employees, agents, officers, insurers, auxiliary organizations, and representatives, from all complaints, actions, causes of actions, in law or equity, suits, administrative claims, attorneys' fees, debts, liens, demands, damages, injunctive relief, costs, expenses, agreements, promises, obligations or liabilities of any kind whatsoever, whether known or unknown, which they have or may have, arising out of or pertaining to the incidents described in the factual allegations of the Action.

3.8 Plaintiffs agree to take all steps and execute all documents reasonably necessary to accomplish the dismissal with prejudice of the Action.

3.9 The parties acknowledge that there have been no other promises made between them about the settlement of the claims described above.

3.10 Plaintiffs acknowledge the provisions of California Civil Code section 1542, which they expressly waive. That statute states:

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.

3.11 Plaintiffs acknowledge that they have been represented by counsel and that they have read and understand the content of this Release and have voluntarily entered into it.

3.12 This Release shall be interpreted under the laws of the State of California.

3.13 The parties shall bear their own costs, expenses, and attorneys' fees.

3.14 This Release constitutes the entire understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings.


3.15 Modifications and/or amendments to this Release must be in writing signed by Plaintiffs and Defendants.

3.16 Plaintiffs and Defendants agree that the Court in the Action shall retain jurisdiction over the underlying settlement and this Release for a period of four years from the date the Court enters an order approving the underlying settlement for the purpose of enforcing same.

3.17 This Release may be signed in counterparts.

For Plaintiffs:

Dated: 9-20-10


Kevon Gordon

Dated: _____

Ronald Jones

Dated: _____

Raymond Barnes

Dated: _____

Quincy Brown

For Defendants:

Dated: _____

Jeff Ashworth,
Senior Liability Claims Adjuster
County of Riverside

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.

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3.17 This Release may be signed in counterparts.

For Plaintiffs:

Dated: _____

Kevon Gordon

Dated: 9-22-10

Ronald Jones
Ronald Jones

Dated: _____

Raymond Barnes

Dated: _____

Quincy Brown

For Defendants:

Dated: _____

Jeff Ashworth,
Senior Liability Claims Adjuster
County of Riverside

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For Plaintiffs:

Dated: _____

Kevon Gordon

Dated: _____

Ronald Jones

Dated: 9 20 10

Raymond Barnes
Raymond Barnes

Dated: _____

Quincy Brown

For Defendants:

Dated: _____

Jeff Ashworth,
Senior Liability Claims Adjuster
County of Riverside

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3.17 This Release may be signed in counterparts.

For Plaintiffs:

Dated: _____

Kevon Gordon

Dated: _____

Ronald Jones

Dated: _____

Raymond Barnes

Dated: 9/27/10

Quincy Brown
Quincy Brown


For Defendants:

Dated: 11/2/10

Jeff Ashworth
Jeff Ashworth,
Senior Liability Claims Adjuster
County of Riverside


Approved as to form:

Dated: October 4, 2010



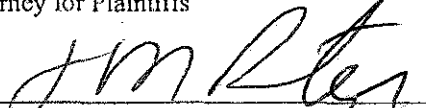
Stacy D. Shartin
Attorney for Plaintiffs

Dated: Sept. 15, 2010



Peter Bibring
Attorney for Plaintiffs

Dated: 11-2-2010



John M. Porter
Attorney for County of Riverside

ORDER

This Court hereby approves the above Stipulation and Release;

The Court finds that the payment of \$99,000 to Plaintiffs as stated in the Release is a good-faith settlement of the County Defendants' proportionate share of Plaintiffs' overall damages in this action. *See McDermott, Inc. v. AmClyde*, 511 U.S. 202, 204 (1994); *Franklin v. Kaypro Corp.*, 884 F.2d 1222, 1229-32 (9th Cir. 1989); *Restatement (Third) of Torts* §16 [Apportionment of Liability] (2000);

Any future assessment of damages owed to Plaintiffs in this action will be made as to the proportionate share(s) of the remaining, non-settling Defendants. Following any such award of damages to Plaintiffs in this action, no other Defendant in the action may seek contribution from any of the State Defendants, nor may any other Defendant seek to offset the final damages awarded to Plaintiffs by the amount paid pursuant to the attached Release.

The Court shall retain jurisdiction over this settlement for a period of four years solely for the purpose of enforcing the terms of the Release. *See Kokkonen v. Guardians Life Insurance Co. of America*, 511 U.S. 375 (1994).

IT IS SO ORDERED.

Dated: November 9, 2010

s/ Jack Zouhary

Honorable Jack Zouhary
United States District Judge