

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release of all Claims (hereinafter referred to as the “**Settlement Agreement**”) is made and entered into by and between Darren Thomas, Michael Sterling, Kevin Marshall, William Scott, Sandra Leonard, Candi Leohard, Julia Polk, Fernando Martinez, Jose Ortega, Jeffery Holliman, Charles Scott, Alvin Washington, Danny Williams, Alfredo Maya, Carlos Maya, Gilbert Maya, Irene Maya, Marguerita Maya, Raul Maya, Sr., Raul Maya, Jr., Ruben Maya, Brian Alejade, Estella Montoya, Rebecca Montoya, Crystal Trevino, Monique Trevino, Carolina Calderon, Christina Calderon, David Calderon, Jorge Calderon, Linda Calderon, Ruben Calderon, Elsa Tovar, Francisco Tovar, Francisco Tovar, Jr., Herman Tovar, Jaime Tovar, Jesus Tovar, Marcela Tovar, Yessina Tovar, Sergio Sanchez, Jose Sanchez, Alfonso Sanchez, Alfredo Sanchez, Estella Sanchez, Marta Velez Sanchez, Richard Hernandez, Raul Gonzalez, Jesse Melendrez, Raphael Ochoa, Salvador Preciado, Marian English, Ron Dalton, Marcelo Gonzalez, Eric Jones, Demetrio Carrillo, Tracy Batts, Elzie Coleman, Lorel Clark, Stanley Jones, Kelvin Davis, Caesar Guerrero, Cedric Charles, Marcella Charles, Mary Charles, Yolanda Charles, Makita McCoy, Lizzet Gamboa, Jesse Melendrez, Lilia Melendrez, Natalie Mendez, Marlene Montiel, Brenda Villegas, Demesio Villegas, Jose Villegas, Maria Villegas, Christina Alonso, Perla Alonso, Jesus Orosco, Ramona Fuamatu, Elizabeth Fuamatu Villegas, Gregory Mason, Timothy Batts, Paul Ibarra, Calvin Charles, Leopoldo Ortega, Jose Luis Hernandez, Henry Castro, Alan Brahier, Richard Cruz, and Aurelio Salazar, and all other named or unnamed plaintiffs in the three (3) lawsuits mentioned or referred to in this **Settlement Agreement**. (Hereinafter to be referred to as “**Plaintiffs**”), and the County of Los Angeles and Los Angeles County Sheriff’s Department (hereinafter to be referred to as the “**Defendants**”), which shall also include any and all current and former officials, directors, officers, affiliates,

agents, deputies, representatives, servants, employees, successors, attorneys, predecessors, divisions, branches, and assigns of the County of Los Angeles and/or the Los Angeles County Sheriff's Department, whether known or unknown, and whether named or unnamed; the plaintiffs and **Defendants** shall also hereinafter be referred to collectively as the **Parties**).

Recitals

The purpose of this "**Settlement Agreement**" is to settle and compromise any and all disputes, claims, causes of action, and controversies which exist or may exist between **Plaintiffs** and **Defendants**, and that are being maintained by **Plaintiffs** against the **Defendants** in the following lawsuits: (1) Thomas, et al. v. County of Los Angeles, et al., CV 90-5217 TJH; (2) Clark, et al. v. Block, et al., CV 91-3689 TJH, and (3) Polk v. County of Los Angeles, et al., CV 91-6620. The foregoing lawsuits arise from alleged civil rights violations under 42 U.S.C Sections 1991, 1983, 1985 for use of excessive force, unlawful searches and seizures, and conspiracy, unconstitutional customs, policies and practices and for state law violations based upon claims of assault and battery, false imprisonment, negligence, and wrongful death.

The **Parties** desire to enter into this **Settlement Agreement** in order to resolve the disputes and litigation embodied in the lawsuits listed above, together with any and all rights, claims, debts and/or causes of action which arose, or might have arisen, as a consequence of, and in conjunction with, such disputes and litigation. The **Parties** intend by this **Settlement Agreement** to reach a full, total and complete Settlement and discharge of any such rights, claims, debts, and/or causes of action between **Plaintiffs** and **Defendants** upon the terms and conditions hereinafter set forth.

Settlement Terms

In consideration of the promises, releases and dismissals provided for herein, each of the **Parties** does hereby mutually and completely release and forever discharge each of the other **Parties**, and their agents, employees (former and present), successors, heirs, executors, administrators, and assigns, and all other persons, associations and entities, named or unnamed, known or unknown, from any and all past, present, or future rights, claims, debts, and/or causes of action which have arisen, or may in the future arise, as a result of the controversies, disputes and litigation described or mentioned herein.

Each of the **Parties** hereby acknowledges and agrees that this **Settlement Agreement** applies to any and all rights, claims, debts, and/or causes of action that each may have against the other arising out of, or relating to, the above-described disputes and litigation including but not limited to, actions for defamation, malicious prosecution, or infliction of emotional distress, arising out of the dismissal or adjudication or court ruling upon any claim, cause of action, or complaint described, mentioned or referred to herein and that it shall extend to any and all injuries, damages, and/or losses to each of the **Parties'** person, property, business, and/or reputation, whether those injuries, damages, and/or losses are known or unknown, foreseen or unforeseen, latent or patent.

Each of the **Parties** hereby expressly waives and relinquishes any and all rights which might accrue in their favor under Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Each **Party** acknowledges and agrees that they understand that the consequence of this

waiver is that even if they should eventually discover or suffer additional injuries, damages, and/or losses arising out of the above-described disputes and litigation, they will not be permitted to assert any claim or cause of action for those damages.

Each of the **Parties** further acknowledges and agrees that they intend these consequences even as to claims or causes of action for injuries, damages, and/or losses that may exist as of the date of this **Settlement Agreement** but which the **Parties** do not know exist, and which, if known, would materially affect their decision to execute this **Settlement Agreement**, regardless of whether such lack of knowledge might be attributable to ignorance, oversight, error, negligence, or any other cause.

Each of the **Parties** acknowledges and agrees that in executing this **Settlement Agreement**, each has consulted with, and relied upon, legal advice from the attorney of their choice, based upon the terms of this **Settlement Agreement**.

Lead counsel Hugh Manes acknowledges, agrees, covenants and promises that he has written authority and authorization from each and every **Plaintiff**, and their other attorneys of record, whether named or unnamed, listed in the lawsuits referred to or mentioned in this **Settlement Agreement**, to bind and obligate them, without limitation, to the terms, conditions and provisions of this **Settlement Agreement**.

Each of the **Parties** acknowledges and agrees that they have been fully apprised of all relevant information relating to their rights, claims, debts, and/or causes of action, and that they intend for this **Settlement Agreement** to encompass, without limitation, any such potential future injuries, damages, and/or losses.

Each of the **Parties** further acknowledges and agrees that their accepting of this

Settlement Agreement is free and voluntary, and that in executing this **Settlement Agreement**, they have not relied upon any inducements, promises, or representations made by any of the other **Parties**, or the attorneys representing any of the other **Parties**, other than those expressly set forth in this “**Settlement Agreement**”).

Each of the **Parties** acknowledges and agrees that no other person or entity has, or has had, any interest in the injuries, damages, losses, and/or causes of action referred to in this **Settlement Agreement**. Each of the **Parties** represents and warrants that they have the sole right and exclusive authority to execute this **Settlement Agreement**, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the rights to the injuries, damages, losses, and/or causes of action referred to in this **Settlement Agreement**

Each of the **Parties** acknowledges and agrees that this **Settlement Agreement** pertains to certain disputed rights, claims, debts, and/or causes of action for injuries, damages, and/or losses, and that their acceptance of this **Settlement Agreement**, together with any additional acts required by said agreement, does not constitute, and shall not be construed as, an admission of liability with respect to the above-described disputes and litigation.

This **Settlement Agreement** shall not in any way be construed as an admission by **Defendants** of any unlawful or wrongful acts, civil rights violations, use of excessive force, unlawful arrest, unlawful detentions or conspiracies, or any liability whatsoever in favor of **Plaintiffs** or any other person, known or unknown, named or unnamed. The **Defendants** and the County of Los Angeles specifically disclaim any liability to, or wrongful acts or omissions against the **Parties**, **Plaintiffs** or any other persons.

Each and every **Plaintiff** represents that they have not filed any other lawsuits, complaints

or charges against **Defendants** with any state or federal court or local, state or federal agency, based on events underlying the allegations in this litigation.

The **Parties** and their attorneys of record, expressly waive, abandon, and relinquish, the recovery of any and all accrued, accumulated, and earned costs or attorneys fees that are compensable under any State or Federal law, which includes, but is not limited to, 42 U.S.C. §1988. The **Parties**, and their attorneys of record agree to dismiss, with prejudice, any and all claims for all accrued, accumulated or earned costs, expenses and attorneys fees that are recoverable under 42 U.S.C. §1988, or any other state or federal statutory provision, from defendants.

Plaintiffs agree that simultaneously with the execution of this **Settlement Agreement**, lead counsel for **Plaintiffs** will execute and deliver to counsel for County a Request for Dismissal with Prejudice of **Defendants** from the entire lawsuit; and each **Party** shall bear its own costs and attorneys fees including, but not limited to, any accrued, accumulated or earned attorneys fees recoverable under 42 U.S.C. §1988. The **Parties** agree to take any and all further steps and to execute any other documents which may be necessary to effect a dismissal with prejudice of each lawsuit mentioned or referred to herein and will immediately cause such documents to be sent to counsel for **Defendants**. The **Parties** understand that dismissal of the class action claims of the designated class is subject to the approval of the court.

In consideration for the promises set forth herein, and without any obligation to do so **Defendants** agree that when Counsel of record for **Defendants** receives the original of this **Settlement Agreement** executed by plaintiffs or their designated representative, **Defendants** will make the following payments to Hugh R. Manes for the benefit of the Lynwood plaintiff's trust

fund, subject to and conditioned upon approval by the Los Angeles County Claims Board and the Los Angeles County Board of Supervisors:

\$3,000,000 on January 31, 1996

\$1,000,000 on June 30, 1996

\$2,500,000 on March 31, 1997

\$1,000,000 on March 31, 1998; (If the Los Angeles County Sheriff's Department has its force tracking system on deputies [known as P.P.I.] fully operating by March 31, 1997; if not fully operating by that date, **Plaintiffs** are to be paid \$1,500,000 on March 31, 1998).

The **Defendants** also agree that \$1,500,000 will be allocated by the Board of Supervisors for the Sheriff's Department to conduct use of force training and other retraining areas the Sheriff deems proper for all Los Angeles County Sheriff's Deputy and their supervisors, pursuant to recommendations made in the July, 1992 Report of Special Counsel, Hon. James G. Kolts, Judge Retired, and in the Semi-Annual Reports of Special Counsel Merrick J. Bobb. That sum will be made available to the Los Angeles Sheriff's Department no later than March 31, 1996.

The County of Los Angeles also agrees that it will extend the contract of Special Counsel Merrick J. Bobb until December 31, 1999 so that his reviews of the Sheriff's Department, reflected in semi-annual reports, will continue until that date.

The payments listed above and contained herein include and encompass any and all costs and attorneys fees recoverable under 42 U.S.C. §1988 or any state law provision. The **Parties**

also agree, that no consideration is being paid by defendants in the case of Polk v. County of Los Angeles et al CV 91-6620 TJH.

On or after January 4, 1996, but before January 31, 1996, a representative of each of the **Parties** will issue a mutually agreed to joint press release announcing the settlement

General Provisions

Each **Party** hereto shall bear its own costs, expenses and attorneys fees incurred in connection with any claims that are the subject of this **Settlement Agreement** made by **Plaintiffs** against **Defendants**, and each of the **Parties** hereto expressly waives, abandons and relinquishes any claim for recovery of any such costs, expenses or attorneys fees including any and all attorneys fees or costs recoverable under any State or Federal Law from the other **Party**.

Each **Party** hereto reserves any and all rights they may have to enforce this **Settlement Agreement** whether at law, in equity or otherwise. Each **Party** hereto agrees to do all things and execute and deliver all instructions and documents necessary to fulfill and effect the provisions of this **Settlement Agreement** and protect the respective rights of the **Parties** to this **Settlement Agreement**.

No waiver by any **Party** of any breach of any term or provision of this **Settlement Agreement** shall be construed to be, nor be a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver of a breach shall be binding unless in writing and signed by the **Party** to be charged or held bound.

Lead counsel Hugh Manes agrees, promises and stipulates that he has been given written authority and authorization from all of the **Plaintiffs** and their respective attorneys of record to sign this **Settlement Agreement** on their behalf and to bind each and every **Plaintiff** and their

attorney of record to the terms and conditions of this agreement.

Counsel for defendants agrees, promises, and stipulates that he has been given authority and authorization from all of the defendants and their respective attorneys of record to sign this **Settlement Agreement** on their behalf and to bind each and every defendant and their attorneys of record to the terms and conditions of this agreement.

This **Settlement 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.

This **Settlement Agreement** contains all the terms and conditions agreed upon by the **Parties** hereto regarding the subject matter of this **Settlement Agreement**. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this **Settlement Agreement**, not expressly set forth in this **Settlement Agreement**, are null and void and of no legal force or effect.

The date of the last signature placed hereon shall hereinafter be known as the "date of execution" of this **Settlement Agreement**.

Should any of the provisions herein be determined to be invalid by the Court or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of any other provisions herein.


The **Parties** to this **Settlement Agreement** represent that this agreement may be used as evidence only and exclusively in a subsequent proceeding in which any of the parties alleges a breach of this **Settlement Agreement** or to enforce the provisions of this **Settlement Agreement**.

Each of the Parties acknowledges and agrees that the individuals executing this **Settlement Agreement** on their behalf have the requisite authority to endorse the agreement and to bind the **Parties** to the terms and conditions contained herein, and that this **Settlement Agreement** shall become effective immediately upon its execution by each of the **Parties** or their representatives.

Each of the **Parties** acknowledges and agrees that this **Settlement Agreement**, consisting of ten (10) pages contains the entire agreement of the **Parties**, and that it was entered into, and shall be construed and interpreted in accordance with, the laws of the State of California.

IN WITNESS THEREOF, the undersigned Hugh Manes (Lead Counsel) does hereby execute this **Settlement Agreement and Mutual Release of all Claims** on behalf of all **Plaintiffs** and their respective attorneys of record

DATED: January 4 , 1996


HUGH MANES
Plaintiffs' Representative/Designee

IN WITNESS THEREOF, the undersigned _____ counsel for defendants does hereby execute this **Settlement Agreement and Mutual Release of all Claims** on behalf of the **Defendants**.

DATED: January 31 , 1996


DEFENDANTS REPRESENTATIVE/DESIGNEE