



PN-CA-006-002

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15 Attorneys for Plaintiffs,  
 16 JAMES M. LAWSON, et al.

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 18 FOR THE COUNTY OF LOS ANGELES  
 19

20 REVEREND DR. JAMES M.  
 LAWSON, et al.,  
 21  
 Plaintiffs,  
 22  
 vs.  
 23  
 POLICE CHIEF DARYL GATES, et  
 24 al.,  
 25  
 Defendants.

Case No.: BC 031 232  
 SETTLEMENT AND INJUNCTIVE  
 RELIEF AGREEMENT

26 JAIME CALDERON, an individual, )  
 27 )  
 Plaintiff, )  
 28 )  
 vs. )

CASE NO. BC 034088

1 CITY OF LOS ANGELES, a )  
municipal corporation; DARYL F. )  
2 GATES, an individual; DOES 1- )  
200; in their personal and )  
3 official capacities, )  
4 Defendants. )

5 \_\_\_\_\_ )  
6 WILLIE WIMBREY, )  
7 Plaintiff, )  
8 vs. )

9 CITY OF LOS ANGELES, DARYL )  
GATES, DOUGLAS ROLLER, DEREK )  
10 GONSALVES, SHARELL MATTHEWS, in )  
both their personal and )  
11 official capacities, and DOES 1 )  
through 100, )  
12 Defendants. )

13 \_\_\_\_\_ )  
14 CHARLES EDWARD BROWN, an )  
individual, )  
15 Plaintiff, )  
16 vs. )

17 CITY OF LOS ANGELES, a )  
municipal corporation; DARYL F. )  
18 GATES, an individual; Los )  
Angeles Police Officers V. )  
19 SUAPAIA (#25198); S. DEFOE )  
(#27116); SAL APODACA, in both )  
20 their personal and official )  
capacities, and DOES 1-200. )  
21 Defendants. )

22 \_\_\_\_\_ )  
23 LADELL EDMONDSON, )  
24 Plaintiff, )  
25 vs. )

26 CITY OF LOS ANGELES, a )  
municipal corporation, and DOES )  
27 1-10, inclusive, )  
28 Defendants. )

CASE NO. BC 011575

CASE NO. BC 020742

CASE NO. BS004719

1	ROBERT DEAN ROBINSON, an	)	CASE NO. BC 021246
	individual,	)	
2		)	
	Plaintiff,	)	
3		)	
	vs.	)	
4		)	
	CITY OF LOS ANGELES, a	)	
5	municipal corporation; DARYL F.	)	
	GATES, an individual; Los	)	
6	Angeles Police Officers DANIEL	)	
	BUNCH (#22408); SGT. JOHN F.	)	
7	GROOVER (#21901), in both their	)	
	personal and official	)	
8	capacities, and DOES 1-200,	)	
		)	
9	Defendants.	)	
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10	STEVEN RICHARD POPE,	)	CASE NO. C 743117
11		)	
	Plaintiff,	)	
12		)	
	vs.	)	
13		)	
	CITY OF LOS ANGELES, a Body	)	
14	Corporate and Politic, MARTIN	)	
	COON, ALBERT VITA, DOES 1 to	)	
15	20, inclusive,	)	
		)	
16	Defendants.	)	
<hr/>			
17	ROBERT EVERRETE,	)	CASE NO. BC 017560
18		)	
	Plaintiff,	)	
19		)	
	vs.	)	
20		)	
	CITY OF LOS ANGELES; CITY OF	)	
21	LOS ANGELES POLICE DEPARTMENT;	)	
	OFFICERS JOHN DOE STROPKAI;	)	
22	JOHN DOE GARCIA; JOHN DOE	)	
	CASINI, JOHN DOE SGT. BUSCHKE,	)	
23		)	
	Defendants.	)	
<hr/>			
24	CURTIS LAVELL KING, etc.	)	CASE NO. C 743543
25		)	
	Plaintiff,	)	
26		)	
	vs.	)	
27		)	
	CITY OF LOS ANGELES, et al.	)	
28		)	
	Defendants.	)	

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BRUCE LAWRENCE FRENCHER,  
Plaintiff,  
vs.  
CITY OF LOS ANGELES, DARYL  
GATES, LARRY MAILLET, FANITA  
GOLDSMITH,  
RICHARD BLUE, AND JOHN DOES 1  
THRU 1000,  
Defendants.

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CASE NO. C 755482  
  
  
  
  
  
  
  
  
  
CASE NO. NCC 359 72B

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1 execute a release.

2 4. The identities of the 54 plaintiffs for whom settlement  
3 amounts have been set are contained in Exhibit A hereto, but as  
4 the term "plaintiff" or "plaintiffs" is used in this Agreement,  
5 it refers only to those who execute a release.

6 5. Plaintiffs' complaint in Lawson sought monetary  
7 damages, injunctive relief, and attorneys' fees and costs.

8 6. The parties agree that this matter should be resolved  
9 without further litigation. Defendants enter into this Agreement  
10 solely to avoid the burdens, expense and inconvenience of  
11 litigation. Defendants expressly deny the allegations in the  
12 complaint, and this Agreement shall not constitute an admission  
13 of liability.

14 7. The term "parties" shall include all plaintiffs and all  
15 defendants, and the term "City" means the City of Los Angeles,  
16 which is a party defendant.

17 **INJUNCTIVE RELIEF**

18 8. The terms of Exhibit B are incorporated by this  
19 reference as if fully set forth herein. The purpose and intent  
20 of Exhibit B is to resolve the injunctive relief claims in the  
21 complaint. The parties have agreed to Exhibit B instead of a  
22 court ordered Consent Decree. Exhibit B shall be enforceable by  
23 way of the filing of an action in court seeking specific  
24 performance and/or injunctive relief, if its terms are violated  
25 and if, after the completion of the meet and confer provisions  
26 specified in Exhibit B, no satisfactory resolution has been  
27 reached.

28 **MONETARY DAMAGES, COSTS AND ATTORNEYS' FEES**

1           9. Defendants agree to pay the sum of \$1,595,000 to  
2 plaintiffs, allocated among them as indicated in Exhibit A  
3 hereto, which lists all plaintiffs and the settlement amounts  
4 assigned to them. The amounts indicated in Exhibit A do not  
5 include attorneys' fees and litigation costs for class counsel  
6 for any of the cases in which they have been counsel (which fees  
7 and costs are discussed in ¶ 13, below), but they do include  
8 attorneys' fees and litigation costs for other counsel. Thus,  
9 the amounts set forth in Exhibit A cover non-litigation costs  
10 incurred by the plaintiff, attorneys' fees and litigation costs  
11 due to attorneys other than class counsel, and monies to be  
12 recovered by the plaintiff personally.

13           10. The \$1.595 million payment to be allocated to the  
14 individual plaintiffs will be made payable to the Litt & Márquez  
15 Client Trust Account. Class counsel, specifically Litt &  
16 Márquez, shall be responsible for the distribution of settlement  
17 funds by and amongst the settling plaintiffs and their counsel.  
18 Payment of attorneys' fees from the individual amounts set forth  
19 in Exhibit A is permitted to the extent they have been agreed on  
20 between those individuals and their counsel. Class counsel hold  
21 harmless and indemnify defendants and/or their insurers in the  
22 event there is any dispute arising from said allocation and  
23 distribution.

24           11. Class counsel shall hold all settlement funds for the  
25 plaintiffs in trust and shall not disburse any settlement funds  
26 to any plaintiff or to any non-class counsel unless and until  
27 class counsel has received a Release of Claims executed by the  
28 plaintiff and, where appropriate, any third party attorney other

1 than class counsel. Copies of the Releases presently signed by  
2 any of the plaintiffs are contained in Exhibit C. There are minor  
3 variations in the wording of certain releases, depending on the  
4 release appropriate to different individuals, but there is no  
5 substantive difference in the extent of the release itself.

6 12. In the event any individual listed in Exhibit A fails  
7 or refuses, for any reason, to execute the Release of All Claims,  
8 or otherwise rejects the settlement amount allocated to that  
9 individual, the amount allocated to that individual shall be  
10 deducted from the final payment to be made to the Litt & Márquez  
11 Client Trust Account under ¶ 14 of this agreement, but shall  
12 otherwise have no effect on this agreement.

13 13. For any individual plaintiff who does not sign the  
14 Release of All Claims for his individual amount as indicated on  
15 Exhibit A, his claim will remain as an individual claim. The  
16 refusal of any individual plaintiff to the terms of this  
17 settlement shall not be a ground for any party to withdraw from  
18 this settlement.

19 14. The amount of \$15,000 will be paid to and held in the  
20 Litt & Márquez Trust Account to cover the following future  
21 expenses: the purchase of a computer for donation to the Los  
22 Angeles Police Department pursuant to the provisions of Exhibit  
23 B; the cost of any analysis of computer data provided under the  
24 terms of Exhibit B; and the attorneys' fees associated with pre-  
25 litigation monitoring of the reports specified in Exhibit B. Any  
26 funds remaining at the expiration of Exhibit B shall be donated  
27 to the NAACP Legal Defense & Educational Fund, Inc. and the ACLU  
28 equally.



1           15. As settlement for class counsels' statutory or other  
2 attorneys' fees, including under 42 U.S.C. §1988, CCP §1021.5,  
3 and CC §§51 et seq., the City of Los Angeles shall pay \$1,990,000  
4 to the Litt & Márquez Client Trust Account. This amount is a  
5 compromise of the statutory fee claim in this case, and is less  
6 than the lodestar fee and any fee enhancement which class counsel  
7 could reasonably claim. These fees and costs cover both the work  
8 done by class counsel on the plaintiffs' monetary claims and on  
9 injunctive relief. They include litigation costs incurred by  
10 class counsel in any of the cases in which they are counsel for  
11 parties to this agreement. The sole fees and costs to be  
12 compensated to class counsel for their representation of any of  
13 the plaintiffs in any case shall be from this sum. In the event  
14 that any plaintiff represented by class counsel declines to  
15 settle his case, any class counsel shall only be entitled to fees  
16 for the representation of that plaintiff from March 1, 1995, on  
17 and shall not be compensated through a future attorneys' fee  
18 award for any fees or costs incurred prior to that date because  
19 the award for fees and costs pursuant to this agreement shall  
20 constitute a settlement of any fees or costs to which any class  
21 counsel could make a claim prior to March 1, 1995.

22           16. The total settlement in this case shall be \$3.6 Million  
23 combined (less any amounts that are to be deducted because a  
24 plaintiff did not sign the Release of All Claims). All payments  
25 shall be made to the Litt & Márquez Client Trust Account. The  
26 first payment shall be made by March 30, 1995, or as soon  
27 thereafter as it is possible for the City to provide the funds  
28 (but in no event no later than April 15, 1995) in the amount of

1 \$2.6 Million. The second payment shall be made by July 15, 1995,  
2 in the amount of \$1 Million, less any sums to be deducted for  
3 plaintiffs who have not executed a Release of All Claims. In the  
4 event that any plaintiff does not sign the Release of All Claims,  
5 class counsel shall provide notice to that effect to the City of  
6 Los Angeles, attention: Mary T. House, by June 15, 1995, which  
7 shall be the final date by which a plaintiff and any third party  
8 counsel must sign the Release. Class counsel shall provide  
9 copies of each Release signed by any plaintiff and/or his counsel  
10 to the City, and none of the funds listed in Exhibit A shall be  
11 disbursed to any plaintiff or his counsel until and unless the  
12 Release of All Claims has been signed by that individual and,  
13 where appropriate, by his attorney.

14 17. Class counsel hereby warrant that Exhibit A lists all  
15 persons (except Michelle Nunley, Gabriel Rubalcaba, and Miriam  
16 Rose) currently represented by any of them who have claims  
17 against the City of Los Angeles or any of its agents, whether a  
18 lawsuit has been filed on their behalf or not, in connection with  
19 the operation of the LAPD's canine unit. Those listed on Exhibit  
20 A represent the 54 individuals on whose behalf class counsel has  
21 negotiated, and the amounts set forth represent the amount which  
22 that individual will receive in settlement or, where third-party  
23 attorneys are involved (whether of record or not), the amount  
24 which that individual and his attorney will receive. Class  
25 counsel has attached as Exhibit C hereto copies of signed  
26 releases totaling in excess of \$1 Million. Class counsel agree to  
27 hold harmless and indemnify defendants and/or their insurers in  
28 the event there is a dispute or claim arising from or connected

1 with their authority to enter into this settlement agreement or  
2 to distribute funds under it, or their exercise of that  
3 authority.

4 **RELEASE**

5 18. For and in consideration of the sums set forth in ¶ 16,  
6 above, the plaintiffs for whom Releases are provided to the City  
7 hereby release and forever discharge defendants, and each of  
8 them, together with their employees, agents, servants,  
9 successors, assigns, insurers, adjusters, attorneys-in-fact and  
10 their respective agents, employees, servants, successors and  
11 assigns, from and any and all claims, controversies, demands,  
12 actions, or causes of action or account of injuries, known or  
13 unknown to plaintiffs and any other person, or persons  
14 whomsoever, damages or losses of whatever nature, known or  
15 unknown occurring in, arising out of or resulting from any of  
16 those plaintiffs' contact with Los Angeles Police Department  
17 ("LAPD") canines and/or with any LAPD police officers involved in  
18 those contacts and/or with any use of force or arrest by any LAPD  
19 police officers occurring during or in the wake of the  
20 plaintiffs' contact with LAPD canines.

21 19. It is expressly understood and agreed that the total  
22 sum of \$3.6 Million described in the foregoing paragraph is the  
23 sole consideration for this Release and Settlement Agreement and  
24 that the consideration stated herein is contractual and not a  
25 mere recital; that all agreements and understandings between the  
26 parties are embodied and expressed herein; that no  
27 representations or agreements made to, by, or between the parties  
28 hereto, or any of their representatives, prior to or at the time

1 of execution hereof, shall be binding upon any party hereto  
2 unless the same are printed or written in this agreement and that  
3 neither this agreement nor any part thereof, shall be construed  
4 or used as an admission, or circumstances tending to show an  
5 admission, or liability by defendants, and each of them,  
6 concerning the fact, nature or extent of the injuries, damages,  
7 or losses sustained or alleged to have been sustained.

8       20. It is expressly understood and agreed that this Release  
9 and Settlement Agreement is intended to cover, and does cover,  
10 all damages and/or injuries, including injuries for emotional  
11 distress, and not only now known injuries, losses and damages, but  
12 any future injuries later developed or to be discovered,  
13 including all the effects and consequences thereof, which relate  
14 to claims arising from the action known as Lawson v. Gates, Los  
15 Angeles Superior Court Case Number BC 031232, and any other case  
16 filed by a plaintiff who executes a release, and provisions of  
17 law to the contrary are hereby waived. It is also expressly  
18 understood and agreed that this settlement in full is made  
19 without reliance upon any representations made by or on behalf of  
20 defendants concerning the nature or extent of the injuries,  
21 damages or losses sustained.

22       21. It is further expressly understood and agreed that part  
23 of the consideration herein is compensation for injuries and  
24 damage of which the plaintiffs who execute a release are not  
25 aware and that those plaintiffs expressly waive all rights which  
26 may exist under Section 1542 of the California Civil Code which  
27 reads as follows:

28               "A general release does not extend to claims

1           which the creditor does not know or suspect to  
2           exist in his favor at the time of executing the  
3           release, which if known by him must have  
4           materially affected his settlement with the  
5           debtor."

6           22. In exchange for the compensation referred to in ¶  
7 16 of this Release and Settlement Agreement, plaintiffs  
8 hereby agree to dismiss with prejudice all claims against  
9 all defendants alleged in the action known as Lawson v.  
10 Gates, Los Angeles Superior Court Case Number BC 031232, and  
11 all related cases, or any cases filed in federal court by  
12 any of those plaintiffs (except for those who do not sign  
13 releases). Upon execution of this General Release by  
14 defendants and receipt by plaintiffs' counsel of the final  
15 draft checks for the compensation referred to above, made  
16 out to the Client Trust Account of Litt & Márquez,  
17 plaintiffs hereby authorize the Los Angeles City Attorney's  
18 Office to file a Dismissal of the action with prejudice as  
19 to those plaintiffs, which class counsel will provide at the  
20 time of the final payment provided for in this settlement.

21           23. Upon consummation of the final terms and conditions of  
22 this settlement, Defendants are forever and fully released and  
23 discharged from all claims which have been asserted by the  
24 plaintiffs as part of the Lawson case, or by the plaintiffs as  
25 part of any other lawsuit relating to LAPD canines, and from any  
26 other such claims made by any person claiming through plaintiffs,  
27 whether by indemnity, contribution or otherwise, arising from any  
28 or all matters or things encompassed within this or other LAPD

1 canine cases. This Agreement will constitute a final and full  
2 accord and satisfaction, settlement of and bar to each and every  
3 past, present and future right, suit, complaint, compensation,  
4 controversy, damage, debt, account, reckoning, liability,  
5 obligation, cost, expense, lien, action or cause of action,  
6 whether known or unknown, fixed or contingent, suspected or  
7 unsuspected, foreseen or unforeseen, to the extent that such  
8 matter could have been asserted in this action or in any other  
9 LAPD canine actions filed by any of the plaintiffs. Although the  
10 injuries and damages sustained by a plaintiff may be of such a  
11 character that the full extent and type of the damages are not  
12 presently known, and further damages may be sustained by them, or  
13 individual plaintiffs may hereafter discover facts different from  
14 or in addition to those presently known with respect to the  
15 subject matter of this lawsuit, any such new, different or  
16 additional facts do not constitute a ground to set aside this  
17 settlement Agreement, which fully, finally, absolutely and  
18 forever settles any and all claims, disputes and differences  
19 which now exist or have existed in the past between any  
20 individual plaintiffs and the defendants to the extent that such  
21 matters could have been asserted in this.

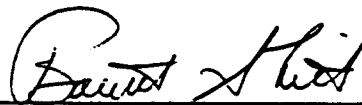
22 24. Any plaintiffs who receive compensation through this  
23 agreement and have pending actions in other courts shall dismiss  
24 those cases with prejudice within 5 days of receipt by Litt &  
25 Márquez of final payment. The settlement funds for such  
26 individuals shall be released from the Litt & Márquez Client  
27 Trust account only after the filing of such a dismissal.

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AGREED AND ACCEPTED:

DATED: ~~February~~ <sup>March 24</sup> \_\_, 1995

LITT & MRQUEZ

By:   
Barrett S. Litt

DATED: February \_\_, 1995

Robert Mann  
Donald W. Cook

By: \_\_\_\_\_  
Donald W. Cook

DATED: February \_\_, 1995

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Robin Toma

DATED: ~~February~~ <sup>March 24</sup> \_\_, 1995

NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC.

By:   
Constance L. Rice

DATED: February \_\_, 1995

JAMES K. HAHN  
LOS ANGELES CITY ATTORNEY  
MARY T. HOUSE  
DEPUTY CITY ATTORNEY

By: \_\_\_\_\_  
Mary T. House

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AGREED AND ACCEPTED:

DATED: February \_\_, 1995

LITT & MÁRQUEZ

By: \_\_\_\_\_  
Barrett S. Litt

DATED: 3/23 February \_\_, 1995

Robert Mann  
Donald W. Cook

By:  \_\_\_\_\_  
Donald W. Cook

DATED: February \_\_, 1995

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Robin Toma

DATED: February \_\_, 1995

NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC.

By: \_\_\_\_\_  
Constance L. Rice

DATED: February \_\_, 1995

JAMES K. HAHN  
LOS ANGELES CITY ATTORNEY  
MARY T. HOUSE  
DEPUTY CITY ATTORNEY

By: \_\_\_\_\_  
Mary T. House



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AGREED AND ACCEPTED:

DATED: February \_\_, 1995

LITT & MÁRQUEZ

By: \_\_\_\_\_  
Barrett S. Litt

DATED: February \_\_, 1995

Robert Mann  
Donald W. Cook

By: \_\_\_\_\_  
Donald W. Cook

DATED: <sup>Tenth</sup> February 26, 1995

ACLU FOUNDATION OF SOUTHERN CALIFORNIA.

By: Robin S. Toma  
Robin Toma

DATED: February \_\_, 1995

NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC.

By: \_\_\_\_\_  
Constance L. Rice

DATED: February \_\_, 1995

JAMES K. HAHN  
LOS ANGELES CITY ATTORNEY  
MARY T. HOUSE  
DEPUTY CITY ATTORNEY

By: \_\_\_\_\_  
Mary T. House

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AGREED AND ACCEPTED:

DATED: February \_\_, 1995

LITT & MÁRQUEZ

By: \_\_\_\_\_  
Barrett S. Litt

DATED: February \_\_, 1995

Robert Mann  
Donald W. Cook

By: \_\_\_\_\_  
Donald W. Cook

DATED: February \_\_, 1995

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Robin Toma

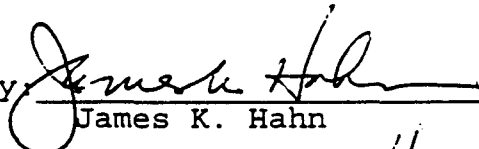
DATED: February \_\_, 1995

NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC.

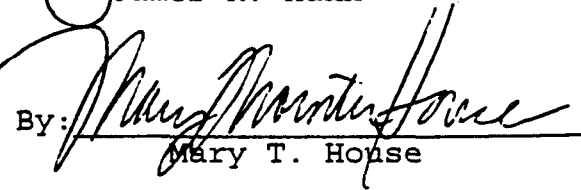
By: \_\_\_\_\_  
Constance L. Rice

JAMES K. HAHN  
LOS ANGELES CITY ATTORNEY  
MARY T. HOUSE  
DEPUTY CITY ATTORNEY

DATED: March 27, 1995

By:   
James K. Hahn

DATED: March 27, 1995

By:   
Mary T. House