

## RELEASE OF ALL CLAIMS - LAWSON V. GATES

**RELEASOR: Robert Dean Robinson**

I, Robert Dean Robinson, the undersigned (hereafter "releasor"), declare that I sustained economic loss, physical injury, emotional distress or other injuries as a result of my encounter with Los Angeles Police Department canines and personnel on or about 5/5/90.

I understand that all of my claims against the City of Los Angeles, et al., and any of its officers, employees and agents have been settled by my attorneys on behalf of 54 individuals for the total amount of \$1.6 Million, excluding costs and fees due to Litt & Márquez, Mann & Cook, the NAACP Legal Defense and Educational Fund, and the American Civil Liberties Union (hereafter "class counsel"). These firms are the primary firms to have litigated these cases, and the fees and costs which they are to collectively receive are to compensate for their work in having the LAPD canine policies revised as well as for their work in recovering damages for me and others, and are less than they would be entitled to under their retainer agreement with the various plaintiffs and under the statutes allowing them to be awarded such fees and costs. I am advised that class counsel accepted this reduced fee because otherwise they would not have been able to settle the case, and they considered it in the best interests of me and their other clients to do so.

From this \$1.6 Million, although no fees or costs are due to class counsel, in some cases fees and costs are due to other counsel who were involved in representation of some of the 54 individuals, a factor which was taken into account in determining the amounts allocated to each. In addition, the determination of the amounts allocated to me and to each other individual was based on several other factors, including assessments made by a settlement judge retained in the case, assessments made by both the plaintiffs' and defendants' counsel, the severity of injury, the strength of the plaintiff's liability case, and the concerns of each client. I understand that I am free to reject the settlement, but that the amount available to me in settlement will not change because the full \$1.6 Million has been allocated; and I understand that, if I reject the settlement on my behalf, my case will have to proceed without a settlement and at the risk of receiving no money if the case were to lose at trial.

While no litigation costs of class counsel will be deducted from the above \$1.6 Million, any other costs are not included and are my sole responsibility and not that of class or any other counsel. Thus, any liens on my award, or any claims made by any medical provider for my treatment, are to come out of my award. I understand that class counsel can try and negotiate any such amounts if I so choose, but that it is my responsibility to tell them if I want them to do so, and that otherwise they will do nothing in this regard. I understand that, if there are liens of which my attorneys have notice, they will pay them from the sum listed below as my settlement, and that they will not pay any other sums which may be due unless I instruct them otherwise, and that any such unpaid sums are solely my responsibility and not theirs.

I understand that, by signing this release, I release and discharge the City of Los Angeles, et al., and any of its officers, agents, and employees, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which I now have or which may hereafter accrue on account of, or in any way growing out of, any and all injuries

and/or property damage resulting from my encounter with Los Angeles Police Department canines and personnel on 5/5/90, or which otherwise were or could have been asserted in this case.

It is further expressly understood and agreed that part of the consideration herein is compensation for injuries and damage of which I am not aware and that I expressly waive all rights which may exist under Section 1542 of the California Civil Code, which reads 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."

I understand that my share of the settlement on my behalf is \$62,500.00, which amount includes my recovery and any liens or medical treatment for which I may be responsible but does not include attorneys' fees and costs for class counsel, which are being paid separately.

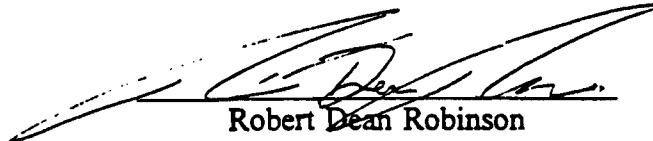
I also understand that there was another attorney involved in my case other than class counsel (Emil Henen). His fee was agreed to between him and class counsel, and the amount negotiated on my behalf out of the \$1.6 Million global settlement pool included fees and costs due to him. The amount of \$67,500 is the amount due to me after payment of any such fees and litigation costs to any attorney. Mr. Henen's fee is \$7,500.00. Thus, my total release is for \$70,000.00.

I understand that my recovery, like the recovery of all other plaintiffs, was determined based on what I would receive after payment of all attorneys' fees. That amount is \$62,500.00.

I authorize the City of Los Angeles to issue a lump sum check to the Litt & Márquez Client Trust Account, from which my check will be drawn. I agree that one half of the settlement amount shall be payable to me by March 30 and the second half by July 30, and that part of the agreement with the City is that some of the payment is to be delayed to the second half of the year. I understand that, by signing below, I accept \$62,500.00 as a complete and correct settlement of the amount owed to me for my settlement in this case.

I authorize my attorneys or class counsel to file a dismissal with prejudice of my case after receipt to the Litt & Márquez Client Trust Account of the final payment due under their agreement with the City (which is expected to be by July 30, 1995).

Executed this 10<sup>th</sup> day of February, 1995, at Carson City, NV, under the laws of the State of California and of the United States of America.

  
Robert Dean Robinson

## RELEASE OF ALL CLAIMS - LAWSON V. GATES

### **RELEASOR: Curtis Rogers (Darryl Rogers)**

I, Curtis Rogers, the undersigned (hereafter "releasor"), father of Darryl Rogers (deceased) and executor of the Estate of Darryl Rogers, declare that Darryl Rogers sustained economic loss, physical injury, emotional distress or other injuries as a result of his encounter with Los Angeles Police Department canines and personnel on or about 12/19/88.

I understand that all of Darryl Rogers' claims against the City of Los Angeles, et al., and any of its officers, employees and agents have been settled by my attorneys on behalf of 54 individuals for the total amount of \$1.6 Million, excluding costs and fees due to Litt & Márquez, Mann & Cook, the NAACP Legal Defense and Educational Fund, and the American Civil Liberties Union (hereafter "class counsel"). These firms are the primary firms to have litigated these cases, and the fees and costs which they are to collectively receive are to compensate for their work in having the LAPD canine policies revised as well as for their work in recovering damages for me and others, and are less than they would be entitled to under their retainer agreement with the various plaintiffs and under the statutes allowing them to be awarded such fees and costs. I am advised that class counsel accepted this reduced fee because otherwise they would not have been able to settle the case, and they considered it in the best interests of me and their other clients to do so.

From this \$1.6 Million, although no fees or costs are due to class counsel, in some cases fees and costs are due to other counsel who were involved in representation of some of the 54 individuals, a factor which was taken into account in determining the amounts allocated to each. In addition, the determination of the amounts allocated to me and to each other individual was based on several other factors, including assessments made by a settlement judge retained in the case, assessments made by both the plaintiffs' and defendants' counsel, the severity of injury, the strength of the plaintiff's liability case, and the concerns of each client. I understand that I am free to reject the settlement, but that the amount available to me in settlement will not change because the full \$1.6 Million has been allocated; and I understand that, if I reject the settlement on my behalf, my case will have to proceed without a settlement and at the risk of receiving no money if the case were to lose at trial.

While no litigation costs of class counsel will be deducted from the above \$1.6 Million, any other costs are not included and are my sole responsibility and not that of class or any other counsel. Thus, any liens on my award, or any claims made by any medical provider for my treatment, are to come out of my award. I understand that class counsel can try and negotiate any such amounts if I so choose, but that it is my responsibility to tell them if I want them to do so, and that otherwise they will do nothing in this regard. I understand that, if there are liens of which my attorneys have notice, they will pay them from the sum listed below as my settlement, and that they will not pay any other sums which may be due unless I instruct them otherwise, and that any such unpaid sums are solely my responsibility and not theirs.

I understand that, by signing this release, I release and discharge the City of Los Angeles, et al., and any of its officers, agents, and employees, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which I now have or which may hereafter accrue on account of, or in any way growing out of, any and all injuries and/or property damage resulting from Darryl Rogers' encounter with Los Angeles Police Department canines and personnel on 12/19/88, or which otherwise were or could have been asserted in this case.

It is further expressly understood and agreed that part of the consideration herein is compensation for injuries and damage of which I am not aware and that I expressly waive all rights which may exist under Section 1542 of the California Civil Code, which reads as follows:

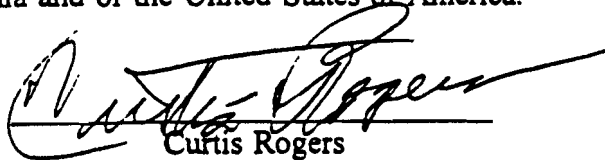
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I understand that Darryl Rogers' case has been settled for \$12,500.00, which amount includes the recovery for Darryl Rogers and any liens or medical treatment for which the Estate of Darryl Rogers may be responsible but does not include attorneys' fees and litigation costs, which are being paid separately.

I authorize the City of Los Angeles to issue a lump sum check to the Litt & Márquez Client Trust Account, from which my check will be drawn. I agree that one half of the settlement amount shall be payable to me by March 30 and the second half by July 30, and that part of the agreement with the City is that some of the payment is to be delayed to the second half of the year. I understand that, by signing below, I accept \$12,500.00 as a complete and correct settlement of the amount owed to the Estate of Darryl Rogers for settlement in this case.

I authorize my attorneys or class counsel to file a dismissal with prejudice of my case after receipt to the Litt & Márquez Client Trust Account of the final payment due under their agreement with the City (which is expected to be by July 30, 1995).

Executed this 17 day of Feb, 1995, at Los Angeles, CA, under the laws of the State of California and of the United States of America.

  
Curtis Rogers

## RELEASE OF ALL CLAIMS - LAWSON V. GATES

**RELEASOR: Ricky Donell Ross**

I, Ricky Donell Ross, the undersigned (hereafter "releasor"), declare that I sustained economic loss, physical injury, emotional distress or other injuries as a result of my encounter with Los Angeles Police Department canines and personnel on or about 11/24/89.

I understand that all of my claims against the City of Los Angeles, et al., and any of its officers, employees and agents have been settled by my attorneys on behalf of 54 individuals for the total amount of \$1.6 Million, excluding costs and fees due to Litt & Márquez, Mann & Cook, the NAACP Legal Defense and Educational Fund, and the American Civil Liberties Union (hereafter "class counsel"). These firms are the primary firms to have litigated these cases, and the fees and costs which they are to collectively receive are to compensate for their work in having the LAPD canine policies revised as well as for their work in recovering damages for me and others, and are less than they would be entitled to under their retainer agreement with the various plaintiffs and under the statutes allowing them to be awarded such fees and costs. I am advised that class counsel accepted this reduced fee because otherwise they would not have been able to settle the case, and they considered it in the best interests of me and their other clients to do so.

From this \$1.6 Million, although no fees or costs are due to class counsel, in some cases fees and costs are due to other counsel who were involved in representation of some of the 54 individuals, a factor which was taken into account in determining the amounts allocated to each. In addition, the determination of the amounts allocated to me and to each other individual was based on several other factors, including assessments made by a settlement judge retained in the case, assessments made by both the plaintiffs' and defendants' counsel, the severity of injury, the strength of the plaintiff's liability case, and the concerns of each client. I understand that I am free to reject the settlement, but that the amount available to me in settlement will not change because the full \$1.6 Million has been allocated; and I understand that, if I reject the settlement on my behalf, my case will have to proceed without a settlement and at the risk of receiving no money if the case were to lose at trial.

While no litigation costs of class counsel will be deducted from the above \$1.6 Million, any other costs are not included and are my sole responsibility and not that of class or any other counsel. Thus, any liens on my award, or any claims made by any medical provider for my treatment, are to come out of my award. I understand that class counsel can try and negotiate any such amounts if I so choose, but that it is my responsibility to tell them if I want them to do so, and that otherwise they will do nothing in this regard. I understand that, if there are liens of which my attorneys have notice, they will pay them from the sum listed below as my settlement, and that they will not pay any other sums which may be due unless I instruct them otherwise, and that any such unpaid sums are solely my responsibility and not theirs.