

SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. PARTIES

This Settlement Agreement and General Release (hereinafter referred to as the "Settlement Agreement") dated July 22, 2012 is entered into by and between LISA RAMIREZ, EDWARD RAMIREZ, JOHN LOPEZ, MARK LOPEZ, VALERIE HERNANDEZ, MARIE HERNANDEZ, and MINORS J.L., C.L., and D.R. by and through their guardian *ad litem* (hereinafter referred to as "Plaintiffs"), CITY OF BELL, (hereinafter referred to as "Bell") a municipal corporation, JAIME BALTAZAR, TERRY DIXON, and GREG CLARK (hereinafter collectively with Bell referred to as "City Defendants" and together with Plaintiffs referred as the "Parties"), with reference to the following recitals:

2. RECITALS

2.1 WHEREAS, an incident occurred on or about May 13, 1009 ("Incident") which allegedly caused injury to Plaintiffs; and

2.2 WHEREAS, as a result of the incident, Plaintiffs filed a complaint against City Defendants in the United States District Court of the State of California, *Lisa Ramirez et. al. v. County of Los Angeles, et al.*, Case No. CV11-4057 GW (the "Action"), seeking damages for the alleged personal injuries allegedly caused by the Incident; and

2.3 WHEREAS, the Parties hereto wish to terminate this Action and to avoid the uncertainty and costs of trial, and any potential appeals therefrom, and to resolve all of the disputes Plaintiffs may have with City Defendants and enters into this Settlement Agreement to finally, fully and comprehensively resolve fully and finally all disputes that may exist by and between the Parties concerning the Incident and as set forth in the Action.

2.4 Each of the above Recitals is incorporated in full by this reference into the Settlement Agreement as material and binding terms in the same.

3. CONSIDERATION

3.1 **Settlement Payment.** Following the execution of this Settlement Agreement by Plaintiffs, and execution by their counsel, as well as receipt of this executed Settlement Agreement and the executed original Request for Dismissal with prejudice by the counsel for Bell, Bell shall issue a total settlement payment (the "Settlement Payment") of Twenty One Thousand Dollars and Zero Cents (\$21,000.00) in full consideration and settlement of any and all claims by Plaintiffs. Said Settlement Payment constitutes a full complete settlement and compromise of any and all disputed claims arising out of or related to the Incident and the Action by Plaintiffs. Payment will be made in the form of nine (9) individual checks made payable to each plaintiff and their attorneys, as respectively, the "The Law Offices of Vincent W. Davis & Associates and Lisa Ramirez; Edward Ramirez; John Lopez; Mark Lopez; Valerie Hernandez; Marie Hernandez; Minor J.L. by and through their guardian ad litem; Minor C.L. by and through their guardian ad litem; and Minor D.R. by and through their guardian ad litem."

3.2 **Personal Injury Claims.** The Parties acknowledge and agree that the payment of said Settlement Payment shall and does hereby fully and totally compensate Plaintiffs for any and all property damage, personal and physical injury and sickness, including

without limitation any pain, suffering, emotional distress, anxiety or trauma, and any physical manifestations thereof, and the medical treatments related thereto, arising out of or related to the Incident and as alleged in the Action against the City Defendants.

3.3 **Dismissal of the Action.** Plaintiffs shall cause the Action to be dismissed in its entirety against the City Defendants, with prejudice, with these Parties to bear their own costs and attorneys' fees within seven (7) calendar days of receipt of the Settlement Payment. Pursuant to this Settlement Agreement, Plaintiffs agree to prepare and sign a Request for Dismissal with prejudice to be attached hereto as Exhibit "A", concurrently with the signing of this Settlement Agreement.

3.4 **General Release.** In exchange for the Settlement Payment provided for herein, Plaintiffs and their heirs, representatives, successors, and assigns (hereinafter collectively referred to as the "Releasing Parties"), hereby releases, acquits, and forever discharges City Defendants, and Bell's respective predecessors, successors, assigns, current and former elected and appointed officials, current and former agents, officers (except for former Bell police sergeant JAMES CORCORAN), employees, representatives, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter collectively referred to as the "Released Parties") from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which the Releasing Parties now have or may acquire in the future, or which the Releasing Parties ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including the Effective Date defined herein (hereinafter referred to collectively as the "Claims"), without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. The Releasing Parties expressly acknowledge that the Claims are forever barred by this Settlement Agreement which Plaintiffs now have or may hereafter have against the Released Parties, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof including, without limiting the generality of the foregoing, including any Claims constituting, arising out of, based upon, or relating to that certain suit now pending in the United States District Court of the State of California, *Lisa Ramirez et. al. v. County of Los Angeles, et al.*, Case No. CV11-4057 as well as any matters, causes, or things whatsoever that were, or have been, or could in any way have been, alleged in the respective pleadings filed in said suit that could be alleged out of the Incident.

3.5 **Indemnity.** Plaintiffs agree to indemnify and defend Bell, its elected and appointed officials, officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, liens, damages to persons or property, losses, costs, penalties, obligations, or liabilities that may be asserted or claimed by any insurance companies, medical providers, hospitals and/or Plaintiffs' treating physicians including Medi-Cal, Medicare, Medicaid, Security Horizons and/or any medical provider from whom any Plaintiff has secured medical treatment or care (herein "Claims or Liabilities"). Plaintiffs shall defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, and any judgment resulting therefrom.

3.6 **Discovery of Different or Additional Facts.** Plaintiffs acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the claims, demands, causes of action, obligations, damages,

and liabilities of any nature whatsoever that are the subject of the Release set forth in Paragraph 3.4 of this Settlement Agreement, and expressly agrees to assume the risk of the possible discovery of additional or different facts, and Plaintiffs agree that this Settlement Agreement shall be and remain effective in all respects regardless of such additional or different facts.

3.7 **No Other Pending Actions.** The Parties each represent and warrant that they have not filed any complaint(s), cross-complaint(s) and/or charge(s) (other than the Action) against the Released Parties, arising out of or relating to the Action and/or Incident, with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against any party, or its predecessors, successors, heirs, assigns, employees, shareholders, officers, directors, agents, attorneys, subsidiaries, divisions or affiliated corporations or organizations, whether previously or hereafter affiliated in any manner, on behalf of Plaintiffs or any other party, whenever filed, that party will request such agency or court to withdraw and dismiss the matter forthwith.

4. ACKNOWLEDGEMENT

4.1 Plaintiffs have been advised by this writing that they should consult with an attorney prior to executing this Settlement Agreement.

4.2 Plaintiffs and each of them have discussed this waiver and release with, and been advised with respect thereto by, their counsel of choice, or acknowledges having the opportunity to do so and having freely chosen not to use counsel, and Plaintiffs hereby state that he/she/they do not need any additional time within which to review and consider this Settlement Agreement and hereby voluntarily, willingly and after reflective consideration enter in this Settlement Agreement.

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraph 3.4 above, Plaintiffs understand that California Civil Code section 1542 reads as follows:

“General Release--Claims Extinguished”

“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.”

Plaintiffs hereby expressly waive and relinquish the protection of California Civil Code section 1542.

6. NON-ADMISSION OF LIABILITY

The Parties acknowledge and agree that this Settlement Agreement is a settlement of a disputed action. Neither the fact that the Parties have settled nor the terms of this Settlement Agreement shall be construed in any manner as an admission of any liability by any party hereto, or any of its employees, or any affiliated person(s) or entity/ies, including the City's attorneys, all of whom have consistently taken the position that they have no liability whatsoever to Plaintiffs.

7. REPRESENTATIONS AND WARRANTIES

Each of the Parties to this Settlement Agreement represents and warrants to, and agrees with, each other party as follows:

7.1 **Knowing and Voluntary.** This Settlement Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Settlement Agreement they have been provided a reasonable period of time within which to consider whether to accept this Settlement Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Settlement Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Settlement Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Settlement Agreement they have conferred with their counsel to the extent desired concerning the legal effect of this Settlement Agreement.

7.2 **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Settlement Agreement concerning the terms and conditions of this Settlement Agreement.

8. MISCELLANEOUS PROVISIONS

8.1 **Governing Law.** This Settlement Agreement has been executed and delivered within the State of California, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.2 **Attorneys' Fees & Costs.** Except as provided in the Settlement Payment herein, all attorneys' fees and costs incurred in the Incident and/or Action shall be borne by the respective Parties and each party agrees to waive any claim, or claims, against any of the other Parties for the reimbursement of all, or any portion of said attorneys' fees or costs.

8.3 **Successors and Assigns.** This Settlement Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and each of their respective heirs, legal representatives, successors and assigns.

8.4 **Injunctive Relief for Breach.** The Parties acknowledge and agree that any material violation of this Settlement Agreement is likely to result in immediate and irreparable harm for which monetary damages are likely to be inadequate. Accordingly, the Parties consent to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by any other party in order to protect the rights of the Parties under this Settlement Agreement. Such relief shall be in addition to any other relief to which the Parties may be entitled at law or in equity

8.5 **Integration:** This Settlement Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Settlement Agreement. The Parties to this Settlement Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Settlement Agreement, that they have not executed this Settlement Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Settlement Agreement, including, but not limited to, any purported supplements, modifications,

8.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this Settlement Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this Settlement Agreement shall still be in full force and effect.

8.7 Titles and Headings. The titles included in this Settlement Agreement are for reference only and are not part of its terms, nor do they in any way modify the terms of this Settlement Agreement. Headings at the beginning of each numbered section of this Settlement Agreement are solely for the convenience of the Parties and are not a substantive part of this Settlement Agreement.

8.8 Counterparts. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

8.9 Singular and Plural. Whenever required by the context, as used in this Settlement Agreement the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

8.10 Ambiguity. The Parties acknowledge that this Settlement Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts

8.11 Enforcement Costs. Should any legal action be required to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

8.12 Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Settlement Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Settlement Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

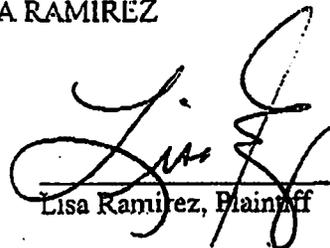
IN WITNESS WHEREFORE, the undersigned hereto have read all of the foregoing, understand the same, and have executed this Settlement Agreement and General Release, consisting of eight (8) pages, on the dates set forth below.

"PLAINTIFF"

LISA RAMIREZ

Dated: _____, 2012

By:



Lisa Ramirez, Plaintiff

Dated: 07/20, 2012

"PLAINTIFF"

By: Edward Ramirez
Edward Ramirez, Plaintiff

JOHN LOPEZ

[Handwritten signatures]

Dated: July 22, 2012

"PLAINTIFF"

By: John Lopez, Plaintiff

MARK LOPEZ

Dated: July 22, 2012

"PLAINTIFF"

By: Valerie Fernandez
Valerie Fernandez, Plaintiff

VALERIE FERNANDEZ

Dated: 09/20, 2012

"PLAINTIFF"

By: Marie Hernandez
Marie Hernandez, Plaintiff

MARIE HERNANDEZ

Dated: 07/20, 2012

"PLAINTIFF"

By: Marie Hernandez
Marie Hernandez, Plaintiff

J.L., a Minor

Dated: 07/20, 2012

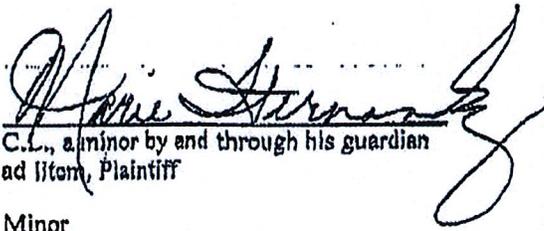
By: J.L., a minor by and through his guardian ad litem, Plaintiff

"PLAINTIFF"

C.L., a Minor

Dated: 07/20, 2012

"PLAINTIFF"

By: 
C.L., a minor by and through his guardian
ad litem, Plaintiff

D.R., a Minor

Dated: 07/20, 2012

"DEFENDANT"

By: 
D.R., a minor by and through his guardian
ad litem, Plaintiff

CITY OF BELL, A MUNICIPALITY

Dated: 12/3, 2012

ATTESTED TO BY:

By: 
City Clerk

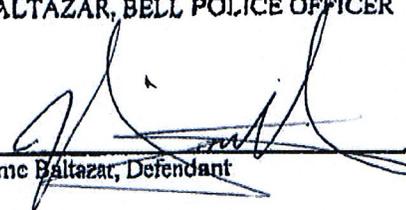
By: 
DOUG WILMORE
Its: Chief Administrative Officer

"DEFENDANT"

JAIME BALTAZAR, BELL POLICE OFFICER

Dated: 11-07-12 2012

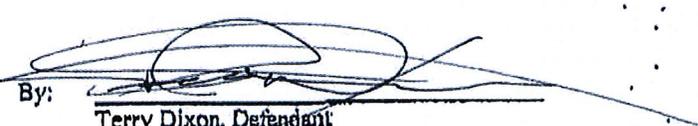
"DEFENDANT"

By: 
Jaime Baltazar, Defendant

TERRY DIXON, BELL POLICE OFFICER

Dated: 11-07-12, 2012

"DEFENDANT"

By: 
Terry Dixon, Defendant

GREG CLARK, BELL POLICE OFFICER

"DEFENDANT"

GREG CLARK, BELL POLICE OFFICER

Dated: 11-9, 2012

By:


Greg Clark, Defendant

APPROVED AS TO FORM AND CONTENT:

LAW OFFICES OF VINCENT W. DAVIS & ASSOCIATES

Dated: 8/6/2012

By:


Danielle K. Little, Esq.
Attorney for PLAINTIFFS

ALESHIRE & WYNDER, LLP

Dated: 11-16, 2012

By:


Billy C. Hamley, Esq.
Attorney for CITY DEFENDANTS