

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter "AGREEMENT") is made and entered into on or about September 1, 2011, by and between Plaintiffs LATICE SUTTON, AS THE PERSONAL REPRESENTATIVE OF THE ESTATE OF MITRICE RICHARDSON, LATICE SUTTON AS AN INDIVIDUAL, MITRICE RICHARDSON, AS AN INDIVIDUAL and MICHAEL RICHARDSON, INDIVIDUALLY AND AS A SUCCESSOR IN INTEREST TO MITRICE RICHARDSON (hereafter collectively referred to as "PLAINTIFFS"), on the one hand, and Defendant COUNTY OF LOS ANGELES (hereafter referred to as "DEFENDANT"), on the other hand, (collectively, "the PARTIES") with reference to the following facts:

A. PLAINTIFFS filed separate Complaints and amendments thereto in the Superior Court of the State of California for the County of Los Angeles, Central District, Case No. BC 440685, *Latices Sutton, et al. v. County of Los Angeles, et al.* consolidated with Case No. BC 442405, *Michael Richardson v. County of Los Angeles, et al.* (hereafter referred to collectively as the "FIRST LITIGATION") which sought certain relief against DEFENDANT and various current and/or former employees of DEFENDANT, including, without limitation, monetary damages, as a result of the September 16 and 17, 2009 arrest, incarceration, and release of Mitrice Richardson (hereinafter "RICHARDSON") which PLAINTIFFS allege caused RICHARDSON's death.

B. Subsequently, PLAINTIFFS filed tort claims on December 2, 2010, February 15, 2011, and March 3, 2011 and a Complaint against DEFENDANT in the Superior Court of the State of California for the County of Los Angeles, Central District,

SETTLEMENT AND RELEASE AGREEMENT

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B. Subsequently, PLAINTIFFS filed tort claims on December 2, 2010, February 15, 2011, and March 3, 2011 and a Complaint against DEFENDANT in the Superior Court of the State of California for the County of Los Angeles, Central District,

Case No. BC 462132, *Latice Sutton v. County of Los Angeles* (hereafter referred to collectively as the "SECOND LITIGATION") which sought additional relief against DEFENDANT and various unnamed current and/or former officers and employees of DEFENDANT, including, without limitation, monetary damages, as a result of the removal of RICHARDSON's remains and personal property on multiple dates from the site where they were discovered.

C. The PARTIES desire to settle all of PLAINTIFFS' claims arising out of both the FIRST LITIGATION and SECOND LITIGATION, as well as any and all claims, known or unknown, which PLAINTIFFS have or may have against DEFENDANT and any current or former officers, employees, and representatives of DEFENDANT as of the date of this AGREEMENT.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Monetary Payment. DEFENDANT shall pay PLAINTIFFS the total sum of Nine Hundred Thousand Dollars (\$900,000.00) in the form of two checks. The first check in the amount of \$450,000.00 will be made payable to "The Law Offices of Leo James Terrell and Latice Sutton." The second check in the amount of \$450,000.00 will be made payable to "Schonbrun DeSimone Seplow Harris Hoffman & Harrison LLP Client Trust Account." PLAINTIFFS and their counsel acknowledge that they must provide DEFENDANT with their respective tax identification numbers and completed W-9 federal tax forms prior to their receipt of these payments.

2. Dismissal Of Both the First Litigation and Second Litigation With Prejudice, All Sides to Bear Their Own Attorneys' Fees and Costs. Concurrent with the execution of this AGREEMENT and prior to the payment to PLAINTIFFS by

DEFENDANT referred to above, PLAINTIFFS shall execute and furnish to DEFENDANT's attorneys duly executed Stipulations for the dismissals with prejudice of the entire FIRST LITIGATION and SECOND LITIGATION and Orders to be entered thereon by the Court. The PARTIES shall bear all of their own costs, expenses, and attorneys' fees incurred in both the FIRST LITIGATION and the SECOND LITIGATION.

3. Releases. Except as otherwise provided in this AGREEMENT and as separate consideration for the agreements contained herein, PLAINTIFFS and their heirs, executors, administrators, assigns and successors-in-interest (collectively "Plaintiffs, et al.") hereby absolutely, fully and forever release, relieve, waive, relinquish and discharge DEFENDANT and its successors, predecessors, related entities, departments, subsidiaries, representatives, assigns, agents, partners, officers (including, without limitation, the Los Angeles County Board of Supervisors), directors, managers, insurers, shareholders, employees, and attorneys (including, without limitation, Lawrence Beach Allen & Choi, PC), and each of them (collectively, "Defendants, et al."), of and from any and all manner of action or actions, cause or causes of action, claims, worker's compensation claims, suits, debts, sums of money, demands, obligations, costs, expenses, debts, controversies, damages, accounts, reckonings and liens of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which in any way or manner could at any time be asserted, are set forth in, arise out of, concern, are based upon or relate to the FIRST LITIGATION and/or the SECOND LITIGATION and the facts and/or allegations asserted or which could be asserted in the FIRST LITIGATION and/or the SECOND LITIGATION (hereinafter referred to as "the CLAIMS").

4. Release of Unknown Claims. PLAINTIFFS acknowledge their intention that, upon execution by all PARTIES, this AGREEMENT, except as expressly provided for herein, shall be effective as a full and final accord and satisfaction and settlement of and as a bar to the CLAIMS. In connection with such waiver and relinquishment, PLAINTIFFS acknowledge that they are aware that they or their attorneys may hereafter discover facts different from or in addition to the facts which they or their attorneys now know or believe to be true with respect to the subject matter of this AGREEMENT, but that it is their intention hereby to fully, finally, absolutely and forever settle the CLAIMS, and that in furtherance of such intention the releases herein given to Defendants, et al. shall be and remain in effect as full and complete releases notwithstanding the discovery of any such different or additional facts. Therefore, PLAINTIFFS acknowledge that they have been informed by their attorneys, or otherwise have been informed of, and that they are familiar with, Section 1542 of the Civil Code of the State of California, which provides as follows:

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.

PLAINTIFFS hereby waive and relinquish all rights and benefits against Defendants, et al. they have or may have under Section 1542 of the Civil Code of the State of California, to the fullest extent that they may lawfully waive all such rights and benefits pertaining to the subject matter of this AGREEMENT.

5. Approval of the Probate Court. Pursuant to Probate Code § 9835 and/or Probate Code § 9831, and prior to any payment by DEFENDANT, PLAINTIFFS will obtain final approval of the court in Case No. BP125274, *In Re Estate of Mitrice Richardson, also known as Mitrice Livon Richardson*, to compromise that part of the claims which belong to the Estate of Mitrice Richardson.

6. Disputed Claims. The PARTIES agree that there are disputed questions of fact and law in both the FIRST LITIGATION and the SECOND LITIGATION, and that this AGREEMENT arises from compromise. DEFENDANT expressly denies liability in both actions and that payment of moneys pursuant to this AGREEMENT is not an admission of liability by DEFENDANT.

7. Hold Harmless – Future Claims. PLAINTIFFS agree to defend, indemnify and hold harmless Defendants, et al. from and against all claims, obligations, actions, causes of action, or demands for payments, or proceedings which may hereafter be asserted, brought by or on behalf of Plaintiffs, et al., to recover for personal injuries, economic losses, or any other loss allegedly sustained by Plaintiffs, et al. based on the CLAIMS.

8. Agreement to Not Cooperate In Claims Brought by Other Persons or Organizations. Plaintiffs, et al. shall not in any manner initiate, cooperate or participate, directly or indirectly, in any claims, obligations, actions, causes of action, or demands for payments, or proceedings brought by any other person or organization seeking damages or equitable relief for personal injuries, economic losses, or any other loss allegedly sustained by Plaintiffs, et al. based on the CLAIMS. If any such lawsuit is filed,

PLAINTIFFS agree to cooperate with DEFENDANT in seeking dismissal of such litigation.

9. Hold Harmless – Liens. PLAINTIFFS agree to defend and hold harmless and indemnify Defendants, et al. from any claim, loss, demand or cause of action of any insurance company, governmental agency, health care provider, fraternal or benevolent organization, employer, union, or any lien including, without limitation, liens pursuant to Sections 708.410 through 708.480 of the Code of Civil Procedure (Liens in Pending Actions or Proceedings), Section 14124.71 of the Welfare and Institutions Code (Subrogation of Employer or Workers' Compensation Carrier Against Third Parties for Compensation Benefits), or from Medicare (see 42 CFR 405.324 – Medicare Rights Against Third Parties) claiming to have suffered damage, loss or expense by reason of the CLAIMS. DEFENDANT shall give notice of any such asserted lien to allow PLAINTIFFS an opportunity to resolve such claims.

10. Representation of Comprehension of Document. In entering into this AGREEMENT, PLAINTIFFS represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal consequences of this AGREEMENT; that the terms of this AGREEMENT have been completely read and explained to PLAINTIFFS by their attorneys; and the terms of this AGREEMENT are fully understood and voluntarily accepted by PLAINTIFFS. PLAINTIFFS hereby further represent that they have not received or relied upon any legal or other advice from DEFENDANT, or DEFENDANT's representatives and/or attorneys.

11. Warranty of Capacity to Execute Agreement. PLAINTIFFS represent and warrant that no other person(s) or entity has, or has had, any interest in the claims,

demands, obligations, or causes of action referred to in this AGREEMENT, except as otherwise set forth herein; that PLAINTIFFS have the sole right and exclusive authority to execute this AGREEMENT; and that PLAINTIFFS have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this AGREEMENT.

12. Miscellaneous.

(a) No Warranties or Representations. The PARTIES agree that each has read this AGREEMENT, has had an opportunity to have it fully examined by his, her or its attorney and understands the terms of this AGREEMENT. The PARTIES represent and acknowledge that in executing this AGREEMENT, they have not relied upon any representation or statement by any of the PARTIES or any of the PARTIES' agents, representatives or attorneys in any regard including, without limitation, the subject matter, basis or effect of this AGREEMENT.

(b) Counterparts. This 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.

(c) California Law. This AGREEMENT shall be interpreted under and pursuant to the laws of the State of California and not construed for or against any party.

(d) Continued Jurisdiction of Court. The PARTIES hereby stipulate that the Court in Case No. BC 440685, *Latice Sutton, et al. v. County of Los Angeles, et al.* consolidated with Case No. BC 442405, *Michael Richardson v. County of Los*

Angeles, et al. shall retain jurisdiction for the sole purpose of enforcing, if necessary, this AGREEMENT pursuant to Section 664.6 of the California Code of Civil Procedure.

(e) Attorneys' Fees. In the event of litigation to enforce any part of the instant AGREEMENT, the prevailing party in said litigation or proceeding shall be entitled to reasonable attorneys' fees.

(f) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the PARTIES hereto and their respective heirs, legal representatives, successors and assigns.

(g) Parties in Interest. Nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any persons other than the PARTIES and their respective successors and assigns, nor is anything in this AGREEMENT intended to relieve or discharge the obligation or liability of any third persons to any party to this AGREEMENT, nor shall any provision give any third person any right of subrogation or action over or against any party to this AGREEMENT.

(h) Further Assurances. Each of the PARTIES shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the PARTIES hereto.

(i) Modifications or Amendments. No amendment, change or modification of this AGREEMENT shall be valid, unless in writing and signed by all of the PARTIES hereto.

(j) Entire Agreement. This AGREEMENT constitutes the entire understanding and agreement of the PARTIES with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force or effect.

(k) Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. The sections, and not the captions, shall control and govern in the construction of this AGREEMENT.

(l) Severability. If any part of this AGREEMENT shall be deemed unenforceable, illegal or in violation of any State or Federal law, that portion of the AGREEMENT shall be severable and the remaining portion or portions of the AGREEMENT shall remain in full force and effect.

(m) Expenses. Each of the PARTIES shall pay all of their own costs, legal fees, accounting fees, and any other expenses incurred or to be incurred by it or them in negotiating and preparing this AGREEMENT.

Dated: September 1, 2011

By: 

Latice Sutton

As the Personal Representative of the Estate of Mitrice Richardson, Latice Sutton as an Individual and Mitrice Richardson, as an Individual

Dated: September __, 2011

By: _____

Michael Richardson

Michael Richardson individually and as successor in interest to Mitrice Richardson

Dated: September __, 2011

By: _____

For Defendant County of Los Angeles, on behalf of itself and its current and former employees

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Dated: September ____, 2011

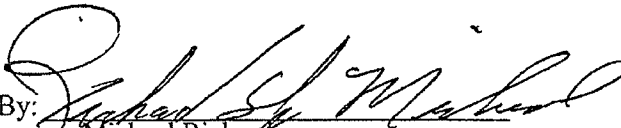
By: _____

Latice Sutton

As the Personal Representative of the Estate of Mitrice Richardson, Latice Sutton as an Individual and Mitrice Richardson, as an Individual

Dated: September 1, 2011

By: _____



Michael Richardson
Michael Richardson individually and as successor in interest to Mitrice Richardson

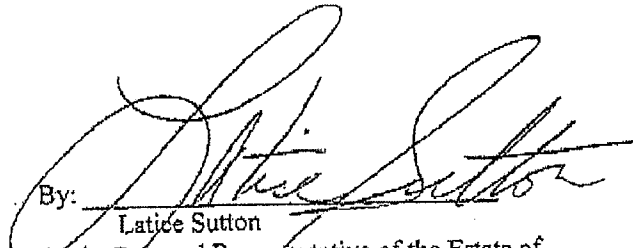
Dated: September ____, 2011

By: _____

For Defendant County of Los Angeles, on behalf of itself and its current and former employees

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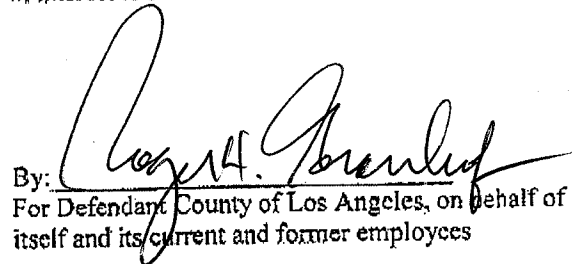
Dated: September 1, 2011

By: 
Latice Sutton
As the Personal Representative of the Estate of
Mitrice Richardson, Latice Sutton as an Individual
and Mitrice Richardson, as an Individual

Dated: September __, 2011

By: _____
Michael Richardson
Michael Richardson individually and as successor
in interest to Mitrice Richardson

Dated: September 9, 2011

By: 
Cory H. Brundage
For Defendant County of Los Angeles, on behalf of
itself and its current and former employees

APPROVED AS TO FORM AND CONTENT:

The undersigned hereby certifies that the content of this AGREEMENT and its legal implications have been communicated and explained to the aforementioned PLAINTIFFS and that we believe that PLAINTIFFS fully understand and consent to this AGREEMENT.

Dated: September , 2011

LAW OFFICES OF LEO JAMES TERRELL

By: _____

Leo J. Terrell, Esq.

Attorneys for Plaintiffs, As the Personal Representative of the Estate of Mitrice Richardson, Latice Sutton as an Individual and Mitrice Richardson, as an Individual

Dated: September 1, 2011

SCHONBRUN DeSIMONE SEPLOW
HARRIS HOFFMAN & HARRISON LLP

By:  _____

Benjamin Schonbrun, Esq.

Attorneys for Plaintiff, Michael Richardson individually and as successor in interest to Mitrice Richardson

Dated: September 2, 2011

LAW OFFICES OF MICHAEL KOPPLE

By:  _____

Michael Kopple, Esq.

Attorneys for Plaintiff Michael Richardson, individually and as successor in interest to Mitrice Richardson

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The undersigned hereby certifies that the content of this AGREEMENT and its legal implications have been communicated and explained to the aforementioned PLAINTIFFS and that we believe that PLAINTIFFS fully understand and consent to this AGREEMENT.

Dated: September 7, 2011

LAW OFFICES OF LEO JAMES TERRELL

By: 

Leo J. Terrell, Esq.

Attorneys for Plaintiffs, As the Personal Representative of the Estate of Mitrice Richardson, Latice Sutton as an Individual and Mitrice Richardson, as an Individual

Dated: September __, 2011

SCHONBRUN DeSIMONE SEPLOW
HARRIS HOFFMAN & HARRISON LLP

By: _____

Benjamin Schonbrun, Esq.

Attorneys for Plaintiff, Michael Richardson individually and as successor in interest to Mitrice Richardson

Dated: September __, 2011

LAW OFFICES OF MICHAEL KOPPLE

By: _____

Michael Kopple, Esq.

Attorneys for Plaintiff Michael Richardson, individually and as successor in interest to Mitrice Richardson