

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF THE TOTAL SUM OF EXACTLY ONE MILLION, TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,250,000.00), to us, HERBERT ORLANDO GONZALEZ and ANA CECILIA GONZALEZ, to be tendered, we do for ourselves, our executors, administrators and assigns fully and forever release and discharge the COUNTY OF LOS ANGELES, LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, former SHERIFF'S SERGEANT RANDY SEYMOUR and DETECTIVE KATHLEEN GALLAGHER, employees, agents and former employees and agents of the COUNTY OF LOS ANGELES, and all other persons, firms, associations and corporations, and each of them, of and from any and all claims, demands, actions, or causes of action, which we may or might have against them, or any of them, by reason of any damages or injuries whatsoever sustained by us and occasioned directly or indirectly by incidents occurring on or about January 5, 2006 when our home located at 1371 West 36th Place, Los Angeles, California, was searched and the subsequent arrest, incarceration, interrogation and prosecution of Plaintiff HERBERT GONZALEZ. This is intended as a full and complete release of any or all claims that we may or might have by reason of the happening of the incidents referred to above. We are agreeing that a dismissal of all actions brought by us and relating to the above-referenced incident will be entered upon receipt by us or our counsel of said sum. We do so in full settlement of any and all such claims, and intend to and do hereby release all of said persons, governmental entities, departments, associations, and corporations of and from any and all liability of any nature whatsoever for all damage or injury to our persons or property, specifically including, but not limited to, all expenses to which we may have been put, and also including all consequential damage to us on account of injuries, as well as for all consequences, effects and results of any such injury or damage, whether the same are known or unknown to us, expected or unexpected by us, have already appeared or developed

or may now be latent and may in the future appear or develop. All sides, including Plaintiffs, Defendants and counsel, specifically acknowledge that the above sum includes costs and attorney's fees and waive and give up any claim to additional fees or costs. We hereby declare and represent that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release, it is understood and agreed that we rely wholly upon our judgment, belief and knowledge of the nature, extent, effect and duration of said injuries.

We further expressly waive any and all rights under Section 1542 of the underlying Civil Code of California, which section 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 to him, must have materially affected a settlement with the debtor."

It is further understood and agreed by all parties that the terms of this Settlement Agreement and Release of All Claims are contractual and not recitals, and each acknowledges that he or she has consulted legal counsel and is not relying upon any statement or representation made by any other party in executing this Agreement.

It is understood that this comprehensive Settlement Agreement and Release of All Claims is not an admission of any liability or wrongdoing on the part of the COUNTY OF LOS ANGELES, the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, former SHERIFF'S SERGEANT RANDY SEYMOUR and DETECTIVE KATHLEEN GALLAGHER, employees, agents and former employees and agents of the County of Los Angeles, including past and present peace officers with the Los Angeles County Sheriff's Department, or any other persons.

In the event that there is now pending at this time, in any court or forum, any claims, suits or actions brought by either of us to recover damages by reasons of the happening of the

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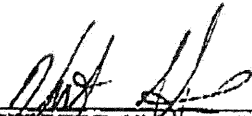
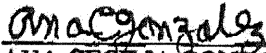
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incidents herein before referred to including, but not limited to, Case Number CV 07-2064 FMC (RZx) in the United States District Court, Central District of California, we hereby authorize and instruct our attorney of record in such suits or actions to dismiss the same forthwith with prejudice upon tender of the above-specified sum.

It is agreed that neither the parties nor their counsel will make any press releases regarding this resolution and that this settlement shall remain confidential except to the extent that the County of Los Angeles is obligated by pertinent law to disclose to the public such information.

WE HEREBY CERTIFY THAT THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS HAS BEEN READ AND FULLY EXPLAINED TO US AND THAT WE FULLY UNDERSTAND ALL OF SAME AND IN WITNESS WHEREOF, WE HAVE EXECUTED THIS COMPREHENSIVE SETTLEMENT AGREEMENT.

DATED: July 18, 2009.


HERBERT ORLANDO GONZALEZ

ANA CECILIA GONZALEZ

I, THE UNDERSIGNED, CONSENT TO THE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS AND IN CONNECTION THEREWITH FOREVER WAIVE ANY RIGHT TO SEEK ATTORNEY'S FEES FROM THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, FORMER SHERIFF'S SERGEANT RANDY SEYMOUR and DETECTIVE KATHLEEN GALLAGHER, PAST AND PRESENT EMPLOYEES AND AGENTS OF THE COUNTY OF LOS ANGELES, INCLUDING PAST

AND PRESENT PEACE OFFICERS WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, OR ITS OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES, FORMER AGENTS AND/OR FORMER EMPLOYEES, AND AGREE TO LOOK ONLY TO PLAINTIFFS HERBERT ORLANDO GONZALEZ and ANA CECILIA GONZALEZ FOR PAYMENT THEREOF.

I FURTHER CERTIFY THAT THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS HAS BEEN FULLY EXPLAINED TO PLAINTIFFS BY THEIR COUNSEL OF RECORD, THAT ALL OF THEIR QUESTIONS REGARDING THE AGREEMENT HAVE BEEN ANSWERED TO THEIR SATISFACTION, AND I BELIEVE THAT PLAINTIFFS FULLY UNDERSTAND THE AGREEMENT.

DATED: July __, 2009.

LAW OFFICES OF JOHN BURTON

By: _____

John C. Burton, Esq.

Attorney for Plaintiffs

HERBERT ORLANDO GONZALEZ
and ANA CECILIA GONZALEZ