

SETTLEMENT AGREEMENT AND FULL RELEASE OF ALL CLAIMS

PART ONE - DEFINITIONS:

- A. The term "Agreement," when used herein means the instant Settlement Agreement and Full Release of All Claims.
- B. The term "plaintiffs," when used in this Agreement, means each and every one of the following releasors: Plaintiffs, FRANK MARSHALL; OLA MARSHALL; SAMUEL WILLIAMS, by and through his Guardian Ad Litem, Frank Marshall; and AKIA MARSHALL, by and through her Guardian Ad Litem, Frank Marshall; individually, and their heirs, assigns, representatives or agents.
- C. The term "releasees," when used in this Agreement, means each and every of the following, both singly and cumulatively: (1) COUNTY OF LOS ANGELES; (2) SUSAN CHO; (3) KAITLIN C. KIM; (4) MINDA LIGHT; (5) JOAN MARKS; (6) BARBETTE TRAYLOR; (7) VANESSA STAMP; (8) LORRAINE CAVUOTI; and their insuring entities, and each of their respective subsidiaries, departments, agents, employees, successors, and attorneys, and any of their employees, representatives, or agents.
- D. The term "lawsuit," when used in this Agreement, means the following lawsuit only, and no other:

FRANK MARSHALL, et al. v. COUNTY OF LOS ANGELES, LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES and SUSAN CHO; KAITLIN C. KIM; MINDA LIGHT; JOAN MARKS; BARBETTE TRAYLOR; VANESSA STAMP; MARGARET LEWIS; KEVIN LEWIS; LORRAINE CAVUOTI; (Individually Named Defendants as employees/agents/state actors of COUNTY OF LOS ANGELES); and DOES 1 through 100

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PART TWO - THE AGREEMENT:

- A. The plaintiffs agree to dismiss their lawsuit against the releasees with prejudice in exchange for Two Hundred Twenty Thousand Dollars (\$220,000.00), inclusive of attorneys' fees, as good and valuable consideration to settle any and all claims arising from the facts which gave rise to this lawsuit. Except as otherwise provided in section D of Part Two below, this Agreement shall not impair plaintiffs' rights to bring suit in relation to the December 2008 detentions of minors Sahri, Isaiah, Abrama, and Abigail. The settlement is to be divided as follows: \$110,000 in attorneys' fees (payable to The Law Offices of Shawn A. McMillan, APC); \$25,000 to Samuel Williams; \$25,000 to Akia Marshall; and \$60,000 to Frank and Ola Marshall. Settlement is conditional upon

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approval by the County of Los Angeles. It is anticipated this matter will be presented to the Board within 120 days of execution of this agreement. Settlement is further conditioned upon Court approval of the Minor's Compromise as to minor plaintiffs. Defendants agree to the division of proceeds and shall not oppose the division of proceeds during the Minor's Compromise approval process. Notwithstanding the scope of the **Agreement**, the payment will be characterized as compensation for the injuries claimed, and the parties agree to bear their own tax consequences as a result of said characterization.

B. The **plaintiffs** acknowledge that they have been represented by legal counsel and that they have carefully read and fully understand all of the provisions of this **Agreement**, and that they have freely consented to this settlement, which has not involved coercion, undue influence or economic pressure. The **plaintiffs** freely agree to this **Agreement**, without reservations or doubts.

C. It is understood and agreed that this settlement is the compromise of a disputed claim and that the consideration given is not to be construed as an admission of liability on the part of any of the **releasees** and that these **releasees** deny liability therefore and intend merely to avoid litigation. The **plaintiffs** likewise agree to release their claims because they do not want to undergo protracted litigation, and not because they feel they have a meritless claim.

D. This settlement is final. It binds the **plaintiffs** for past, present and future claims arising out of the facts which form the basis of this **lawsuit**. This **Agreement** applies even to such damages or losses about which the **plaintiffs** do not now know or which do not now exist, but which might arise in the future. **Plaintiffs** reserve the right to bring a lawsuit arising out of the December 2008 detentions of minors Sahri, Isaiah, Abrama, and Abigail. Any such lawsuit shall not include factual allegations which form the basis for this **lawsuit** and which is expressly the subject of this **Agreement**.

E. The **plaintiffs** and **releasees** agree to bear their own costs and attorneys fees.

F. The Parties to this **Agreement** reserve any and all right any party may have to enforce this **Agreement** whether at law, in equity, or otherwise. If **plaintiffs** refer to the allegations or claims of the **lawsuit** which is the subject of this **Agreement**, **releasees** reserve any and all right to seek enforcement of this **Agreement** before Judge Kenneth Freeman, or if Judge Freeman is no longer on the bench, the trial judge of the pending action.

G. This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

H. This **Agreement** may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. A party may execute and

deliver this **Agreement** by transmitting a facsimile copy or a scanned electronic version of the signed signature pages to the other Parties.

PART THREE – THE RELEASE:

A. In consideration of the amounts to be paid hereunder by the **releasees** to **plaintiffs**, **plaintiffs** hereby completely release and forever discharge the **releasees** and each of their present and former employees, agents, directors, officers, representatives, departments, subsidiaries, affiliates, contractors, heirs, successors, assigns, beneficiaries, insurers and all attorneys acting by, through, under, or in concert with any of them, from any and all claims, counterclaims, demands, causes of action, damages, liabilities, expenses, fees, including attorneys' fees, and costs whatsoever, which **plaintiff** ever had, now has, or may in the future claim to have had for any losses, injuries, or damages, whether anticipated or unanticipated, resulting from, arising out of, or connected in any way to this **lawsuit**. This **Agreement** shall not otherwise impair plaintiffs' rights to bring suit in relation to the December 2008 detentions of minors Sahri, Isaiah, Abrama, and Abigail.

B. This **Agreement** contains all the promises which have been made in connection with this settlement. There are no hidden terms, and everything which is important to this **Agreement** is specified in writing here.

C. The **plaintiffs** warrant that there has been no assignment or other transfer of interest in this **lawsuit** to any other person who is not a party to this **Agreement**, and agree to hold **releasees** harmless for any expenses including attorneys' fees which may be incurred if **releasees** are sued because of this **lawsuit** by any person holding an alleged assignment or transfer of the **lawsuit** of the **plaintiffs** herein.

D. The **parties** freely agree to this **Agreement**, without reservations or doubts.

THE **PLAINTIFFS** ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR LEGAL COUNSEL AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA *CIVIL CODE*, SECTION 1542, 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.

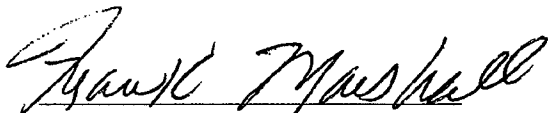
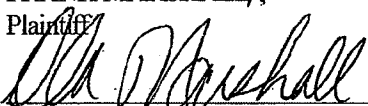
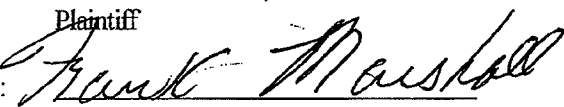

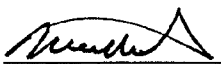
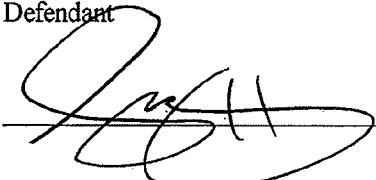
THE **PLAINTIFFS**, BEING AWARE OF *CIVIL CODE*, SECTION 1542, HEREBY EXPRESSLY WAIVE ANY RIGHTS WHICH THEY MAY HAVE UNDER THIS LAW, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

HOWEVER, except as otherwise provided herein, such waiver shall not impair plaintiffs' rights to bring suit in relation to the December 2008 detentions of minors Sahri, Isaiah, Abrama, and Abigail.

E. The plaintiffs agree to dismiss with prejudice any and all lawsuits which they may have against the releasees, and each of them, because of this lawsuit within 10 days of the Court's approval of the Minor's Compromise.

BY SIGNING THIS AGREEMENT, THE PARTIES CERTIFY THAT THEY HAVE READ IT, THAT THEY HAVE CONSULTED WITH THEIR LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

In witness whereof, the parties have executed this Agreement as follows:

By: <u></u> FRANK MARSHALL, Plaintiff	Executed at <u>Hawthorne</u> , California on <u>8/5</u> , 2009
By: <u></u> OLA MARSHALL, Plaintiff	Executed at <u>Hawthorne</u> , California on <u>8/5</u> , 2009
By: <u></u> FRANK MARSHALL, As Guardian Ad Litem for plaintiff, SAMUEL WILLIAMS	Executed at <u>Hawthorne</u> , California on <u>8/5</u> , 2009
By: <u></u> FRANK MARSHALL, As Guardian Ad Litem for plaintiff, AKIA MARSHALL	Executed at <u>Hawthorne</u> , California on <u>8/5</u> , 2009
By: <u></u> COUNTY OF LOS ANGELES, Defendant	Executed at <u>Torrance</u> , California on <u>8/18</u> , 2009
By: <u></u>	Executed at <u>Torrance</u>


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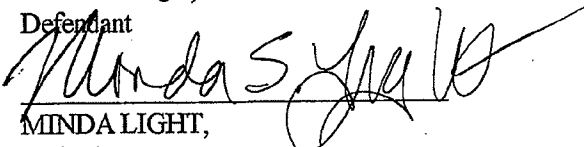
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SUSAN CHO,
Defendant


California on 08/18, 2009

By: 
KAITLYN KIM,
Defendant


Executed at Torrance,
California on 8/18, 2009

By: 
MINDA LIGHT,
Defendant

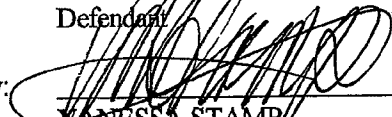
Executed at Torrance,
California on 8/18, 2009

By: 
JOAN MARKS,
Defendant


Executed at Torrance,
California on 9/10, 2009

By: 
BARBETTE TRAYLOR,
Defendant

Executed at Torrance,
California on 8/18, 2009

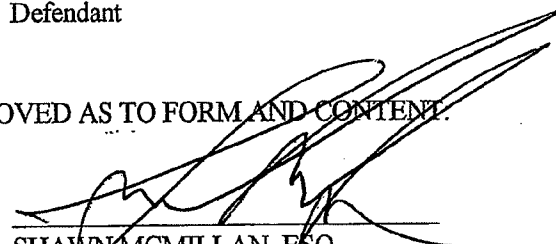
By: 
VANESSA STAMP,
Defendant

Executed at Los Angeles,
California on 8-31-, 2009

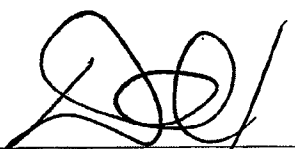
By: 
LORRAINE CAVUOTI,
Defendant

Executed at Torrance,
California on 8/18/09, 2009

APPROVED AS TO FORM AND CONTENT.

By: 
SHAWN MCMILLAN, ESQ.
Law Offices of Shawn McMillan
Attorneys for Plaintiffs

Executed at San Diego,
California on 8-5, 2009

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By: 
DONNIE R. COX, ESQ.
Law Office of Donnie R. Cox

Executed at Oceanside,
California on Aug 7, 2009

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Attorneys for Plaintiffs

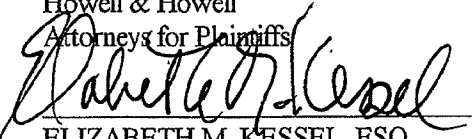
By:


ROBERT L. HOWELL, ESQ.

Howell & Howell

Attorneys for Plaintiffs

By:


ELIZABETH M. KESSEL, ESQ.

Kessel & Associates

Attorneys for Defendants

Executed at

PASADENA
California on AUG 4, 2009

Executed at

LOS ANGELES
California on Sept. 10, 2009