

Schwarzburd, Leonard, et al.) CASE NO. MSN 12-1625
)
 Plaintiff(s),) REF. NO.1100079747
)
 vs.) **STIPULATION FOR SETTLEMENT**
) C.C.P. § 664.6
 Kensington Police Protection and Community Services District Board, et al.)
)
 Defendant(s))
)
)

This case having come before Hon. Ellen Sickles James (Ret.) for mediation at the offices of JAMS, and the parties having conferred, it is hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions:

1. Leonard Schwartzburd, Mabry Benson, Celin Concas, Eyleen Nadolay, Llewellyn Stanton + David Lynn shall pay to plaintiff(s) and to his/her/their attorney the Kensington Police Protection and Community Services District ("District")

Kimon MANOLIS at Helen Bridgett the total sum of \$ 25,000 in full settlement

and compromise of this action and in release and discharge of any and all claims and causes of action made in this action, and in release and discharge of any and all claims and causes of action arising out of the events or incidents referred to in the pleadings in this action. *as to the settling plaintiffs, which is the final proceeding in this action.*

2. Plaintiff(s) agree to accept said sum in full settlement and compromise of the action and agree The Kensington District Board, Linda Lipscomb, Chuck Tombs, + Richard Lloyd ("Defendants")

that such payment shall fully and forever discharge and release all claims and causes of action, whether now known or now unknown, which plaintiff(s) has against any and all of the defendants in that action arising out of the incident. *These settling plaintiffs also agree not to re-navigate their lawsuit, given their demands without prejudice.*

This settlement includes an express waiver of Civil Code § 1542, which states:

"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 settlement with the debtor."

3. Plaintiff(s) further agree to sign, acknowledge and deliver to defendants a standard form of a *Settling Plaintiffs (now set for April 14, 2015)* *withdraw the pending notices for attorney's fees as to the*

the pending April 14, 2015 attorney's fees motion X

The parties have entered a stipulation to continue the pending April 14, 2015 attorney's fees motion, in deference to this agreement.

after final approval of the Agreement by the District's Board

~~Release of all such claims and causes of action and to sign and deliver to defendants a standard form of Dismissal with Prejudice of the action.~~

~~4. Plaintiff(s) shall protect, defend and indemnify the defendants in said action, (and his/her/their liability insurance carrier(s)) against any and all liens, subrogation claims and other rights that may be asserted by any person against the amount paid in settlement of the action or against any recovery by the plaintiff(s) in the action.~~

5. Counsel for each of the parties to this agreement represents that he/she has fully explained to his/her client(s) the legal effect of this agreement and ^{the withdrawal of the attorneys fees motion} ~~of the Release and Dismissal with Prejudice~~ ^{set:} provided for herein and that the settlement and compromise stated herein is final and conclusive forthwith, and each attorney represents that his/her client(s) has freely consented to and authorized this agreement.

6. Payment of the stated settlement amount shall be made ^{within 60 days of the Board's formal approval} ~~by as soon as reasonably possible.~~
7. Unless otherwise stated ^{herein} ~~above~~, each party will bear its own attorneys' fees and court costs. ^{of the agreement.}
f. the Settlement Agreement.

8. Other terms and conditions:

See Attached Non Disparagement Clause

See Attached Mutual Statement

Final Approval - This Agreement is contingent on final approval by the District through its Board, which is expected to be considered ~~done~~ by March 27, 2015.

The ^{DISTRICT} Respondent agreed to reimburse ~~plaintiff~~ settling parties ^{for the} mediation, fees they have paid, including any extra charges which

9. Any provisions of Evidence Code §§ 1115 - 1128 notwithstanding, this Stipulation is binding

may be assessed by the overtime assess.

and may be enforced by a motion under Code of Civil Procedure § 664.6 or by any other procedure permitted by law in the applicable state or federal court.

10. This Stipulation is admissible and subject to disclosure for purposes of enforcing this settlement agreement pursuant to CCP § 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the parties relative to this mediation are waived with respect to this Stipulation.

if any dispute over the interpretation of this agreement shall be resolved in a one-half day mediation before the Honorable Judge James J. O'Shea, who shall determine which party or parties shall bear the cost of this mediation.

Date: March 16, 2015

Michael P. Metcalf Esq.
L/O Michael P. Metcalf

Leonard Schwarzburd
Leonard Schwarzburd

Timothy P. Rumberger Esq.
L/O Timothy P. Rumberger

Dairlyn Chellette (L.O. by proxy)
Leonard Schwarzburd Dairlyn Chellette

Karl Olson Esq.
Ram, Olson, Cereghino, & Kopczynski LLP

Mabry Benson
Leonard Schwarzburd Mabry Benson

Kimon Manolius Esq.
Hanson Bridgett LLP.

Pat Gillette
Kensington Police Protection - Pat Gillette
Board Member

Randy Riddle
Randy Riddle
Renee Sloan

Community Services District Board

Mari E. Metcalf Esq.
L/O Mari E. Metcalf

Celia Conesa
Leonard Schwarzburd Celia Conesa

Llewellyn Stanton
Llewellyn Stanton

Kyleen Nadolny
Kyleen Nadolny

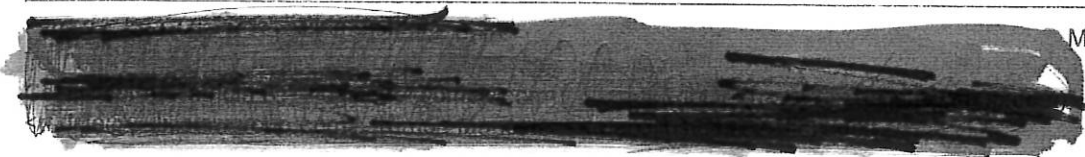
Honorable Judge James J. O'Shea, who shall determine which party or parties shall bear the cost of this mediation.



Ellen James <ellen.james1@gmail.com>

non-disparagement

Mon, Mar 16, 2015 at 7:12 PM



Except for the statement agreed to by the Parties and referenced herein, the Petitioners who are parties to this agreement and Respondents (including the current Board) agree that none of them will make any false or Disparaging Remark about each other or the Litigation in any forum. As used in this provision, "Disparaging Remark" means any statement, including but not limited to press statements, press inquiries, press releases, on any social media including but not limited to Nextdoor, Facebook or Twitter, or any other written or digital communications, that defames, ridicules or attacks the character of a Party. As used in this provision, "Litigation" shall include the actions taken by any of the board members or the board in connection with this lawsuit, any facts or incidents giving rise to litigation, or the terms, negotiations and completion of this settlement agreement. The Petitioners who are parties to this agreement and Respondents understand that a violation of this non-disparagement clause would be a material breach of this agreement. Nothing in this paragraph shall be deemed to preclude any of the Parties to this Agreement from supporting or opposing any candidate for public office or from expressing their views on any future matter that comes before the Board, except that they may not make disparaging remarks about each other regarding the litigation or the incidents giving rise to the litigation and settlement of this matter,

PATRICIA K. GILLETTE

Partner

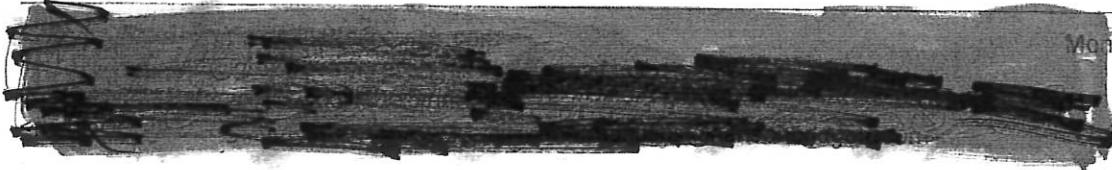


Ellen James <ellen.james1@gmail.com>

Statement of the Status of the litigation

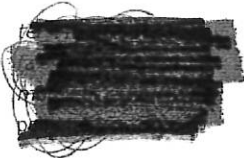
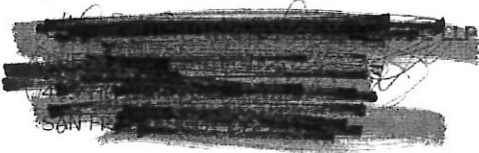
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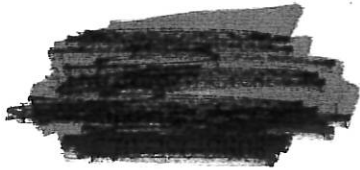
STATUS OF THE WRIT LITIGATION:

All the parties regret the long and unpleasant nature of this litigation and how it has affected both the Board Members named in the lawsuit and the other individuals involved. Both sides desire to move forward and end this litigation. To that end, the parties have agreed to a settlement so that the community can come together to address the critically important work facing Kensington.



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Re: Proxy

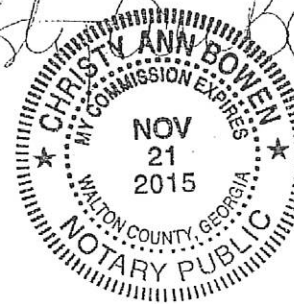
3-5-2015

I, Dairlyn Chelette, wish to make it known that I am giving my proxy to Leonard Schwartzburd, to represent my interests and to vote on my behalf at the JAMS Mediation hearing in the case of Schwartzburd, Leonard, et al. vs. Kensington Police Protection and Community Services District Board, et al. (Reference # 1100079747) which is to be held on March 16, 2015.

As I live in Georgia, attending the Mediation hearing would represent a significant hardship for me.

Sincerely,

Dairlyn Chelette



3-5-15