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Exemption Pursuant to Government Code §6103

5 Attorneys for Defendant
6 CITY OF BALDWIN PARK, (a public entity
also erroneously sued as the City of Baldwin
7 Park Police Department)

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10
11 SERGIO FLORES, an individual, and
12 ROXANA GUEVARA, a California
taxpayer,

13 Plaintiffs,

14 v.

15 CITY OF BALDWIN PARK POLICE
16 DEPARTMENT, CITY OF BALDWIN
PARK, and DOES 1 to 50, inclusive,

17 Defendants.

Case No. BC560031

**SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

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19 THE PARTIES (Plaintiffs SERGIO FLORES and ROXANA GUEVARA (hereinafter
20 collectively "Plaintiffs"), by and through their attorneys of record, and Defendant CITY OF
21 BALDWIN PARK, by and through its attorneys of record), HEREBY AGREE that the present
22 action will be settled and dismissed with prejudice in its entirety upon the following terms:

23 1. The sum of \$27,500 will be provided to Plaintiffs and their counsel upon the
24 subscription of Plaintiff FLORES to this settlement agreement and release of all claims, a W-9
25 form for each payee, and the attached request for dismissal (Form CIV-110). The Payment will
26 be paid by two checks: (1) to "Sergio Flores" as compensation for alleged emotional distress
27 damages, and all other alleged damages and amounts in this matter, in the amount of Fifteen
28 Thousand Dollars (\$15,000), which will be reported on IRS Form 1099 as appropriate to Flores;

1 (2) to "The Mexican American Legal Defense and Education Fund" in the amount of Twelve
2 Thousand Five Hundred Dollars (\$12,500), which will be reported on IRS Form 1099 as
3 appropriate to The Mexican American Legal Defense and Education Fund.

4 2. This amount is provided in settlement of each and every claim arising out of the
5 above-entitled action including attorneys' fees and costs as set forth in this settlement agreement
6 and release of all claims.

7 3. California Civil Code section 1542 states:

8 A general release does not extend to claims which the creditor
9 does not know or suspect to exist in his favor at the time of the
10 execution of the release, which if known by him must have
11 materially affected his settlement with the debtor.

12 Plaintiffs agree that, pursuant to this settlement agreement and release of all claims, all
13 rights which they may have retained under section 1542 are expressly waived. It is the intention
14 of the parties and their counsel that this settlement agreement constitutes a release of all claims by
15 plaintiffs and a full and final accord and satisfaction of the above-entitled action so as to bar all
16 related, ancillary, or connected actions, costs, expenses, attorney's fees and liabilities whatsoever,
17 whether or not now known, suspected, claimed or concealed, including any all claims against the
18 City of Baldwin Park, and their employees, officers, agents, and independent contractors
19 including the GEO GROUP, who is indemnifying the City, under the terms of its contract in this
20 settlement, for any action arising from the incident from March 7, 2014 to March 10, 2014, which
21 is the subject of the above-captioned litigation.

22 4. This settlement agreement does not constitute an admission of liability on behalf
23 of Defendant or any of the City of Baldwin Park's officers, employees, or independent
24 contractors including the GEO GROUP, who is indemnifying the City, under the terms of its
25 contract in this settlement, on any claim asserted by Plaintiffs, whether such claim(s) arise in this
26 action or any other tribunal, whether civil or administrative, and neither the fact of this settlement,
27 nor anything set forth herein, shall be deemed an admission by Defendant of any liability on their
28 part.

1 5. Defendant intends to comply within the terms set forth in this settlement
2 agreement, but the parties understand and hereby acknowledge that payment of settlement
3 proceeds may take up to 60 days following full execution of the Agreement.

4 6. Code Enforcement under California Civil Code of Procedure section 664.6: The
5 parties stipulate that this settlement may be enforced upon motion and that the court may enter
6 Judgment pursuant to the terms of the settlement pursuant to Code of Civil Procedure Section
7 664.6.

8 7. Plaintiffs and their attorneys agree that they will satisfy any pending lien(s) for
9 medical care attributable to this action and/or the underlying incident, if any, and that they will
10 indemnify and hold harmless the City of Baldwin Park from and against any damages, penalties,
11 expenses, costs or payments of any kind, which Plaintiffs may be compelled to pay by reason of
12 any subrogation interest, liens or payments of a health care provider or a third party payer,
13 including, but not limited to Medicare, Medicaid, or any other federal, state or local entity.

14 **THE UNDERSIGNED HAVE READ THE FOREGOING, AND FULLY**
15 **UNDERSTAND AND AGREE TO THE TERMS SET FORTH ABOVE.**

16
17 Dated: March 16 2016

18 By: Sergio Flores
19 SERGIO FLORES, Plaintiff

20
21 Dated: March 22 2016

22 By: Roxana Guevara
23 ROXANA GUEVARA, Plaintiff

Dated: March 29 2016

By: CITY OF BALDWIN PARK,
Defendant

APPROVED AS TO FORM AND CONTENT:

NATIONAL DAY LABORER ORGANIZING
NETWORK

Dated: March 22 2016

By: J Karp Bansal
Jessica Karp Bansal

**Attorneys for Plaintiffs
SERGIO FLORES and ROXANA GUEVARA**

MEXICAN AMERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND

Dated: March 22, 2016

By: Thomas A. Gaoz
Thomas A. Gaoz
Matthew Barragan

Attorneys for Plaintiffs
SERGIO FLORES and ROXANA GUEVARA

Dated: March ____, 2016

Burke, Williams & Sorensen, LLP

By: Susan E. Coleman
Kristina Doan Gruenberg

Attorneys for Defendant
CITY OF BALDWIN PARK, (a public entity
also erroneously sued as the City of Baldwin
Park Police Department)

1 Dated: March __, 2016

2 By: _____

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4 GEO GROUP, INCORPORATED
5 Indemnifier for the City of Baldwin Park
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