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County Counsel
2 JANET L. HOLMES (SBN 107639)
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3 COUNTY OF CONTRA COSTA
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7 Attorneys for Defendants
COUNTY OF CONTRA COSTA
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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 MICHAEL LEE,
14
15 Plaintiff,

16 v.

17 COUNTY OF CONTRA COSTA, a
municipal corporation; OFFICE OF THE
18 SHERIFF, CONTRA COSTA COUNTY,
an entity of unknown form; and DOES 1-
19 20, individually and in their official
capacity,

20 Defendants.
21

No. C 05 3506 (TEH)

STIPULATION AND REQUEST FOR
DISMISSAL AND ORDER OF
DISMISSAL

22 IT IS HEREBY STIPULATED BY AND THROUGH COUNSEL FOR ALL
23 PARTIES:

24 The parties have entered into a settlement agreement, as reflected in the Release and
25 Settlement Agreement, a copy of which is attached hereto as Exhibit A.

26 The Release and Settlement Agreement resolves all issues presented in the action
27 identified in the caption above.
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STIPULATION AND REQUEST FOR DISMISSAL AND ORDER OF DISMISSAL - Case
No. C05 3506 (TEH)

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THEREFORE, Plaintiff and Defendants, by and through their counsel, hereby request that this court dismiss the above-referenced action forthwith, each side to bear its own costs and attorney' fees.


DATED: March 29, 2007

SILVANO B. MARCHESI, County Counsel

By: 
JANET L. HOLMES
Deputy County Counsel
Attorncys for Defendant

DATED: March 29, 2007

AMERICANS FOR SAFE ACCESS

By: 
Joseph D. Elford
Counsel for Plaintiff

ORDER OF DISMISSAL

GOOD CAUSE APPEARING THEREFORE, and based on the Release and Settlement Agreement executed by the parties, this action is hereby dismissed.

Dated: _____, 2007

JUDGE, UNITED STATES DISTRICT COURT

EXHIBIT A

RELEASE AND SETTLEMENT AGREEMENT

MICHAEL LEE v. COUNTY OF CONTRA COSTA, ET AL.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Case No. C 05 3506 (TEH)

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is entered into as of March 29, 2007, and is made by and between the Plaintiff Michael Lee ("Lee") and Contra Costa County ("County").

A. RECITALS

WHEREAS the Action, defined in Paragraph B(1), below, has been filed and claims have been asserted against the County for damages arising out of the destruction of medical marijuana and growing equipment in September 2003;

WHEREAS the County and Lee wish to terminate this action by settlement and release of claims

NOW THEREFORE, for good and valuable consideration, it is hereby agreed as follows:

B. DEFINITIONS

1. "Action" means and refers to the action known as *MICHAEL LEE v. COUNTY OF CONTRA COSTA, ET AL.*, United States District Court Case No. C 05 3506 (THE).
2. "Agreement" means this Release and Settlement Agreement.
3. "County" means Contra Costa County, a political subdivision of the State of California.
4. "Court" means and refers to the Contra Costa County Superior Court.
5. "Parties" means the County, the Released Parties, and Lee.
6. "Person" means and refers to any individual, minor, proprietorship, corporation, partnership, association, trust, public entity, or any other type of legal entity with the capacity to sue or be sued in any proceeding of any type whatever.

7. "Released Claims" means all claims of any kind released by Lee in Paragraph F(1) of this Agreement
8. "Released Parties" means the County, its Departments (including but not limited to the Sheriff's Department of Contra Costa County), Boards, officials, officers, agents, attorneys, representatives, contractors, and employees, and their successors, heirs, attorneys, agents, assigns, or employees, and any other Person or Persons for whose actions or omissions the County may be legally responsible.
9. "Stipulation" means the Request for Dismissal in the form attached hereto as Exhibit A.

C. SCOPE OF AGREEMENT AND CONTINUING JURISDICTION

1. Scope of Agreement. This Agreement settles all claims for damages, equitable relief, costs, attorney fees, and any other form of relief that was claimed or could have been claimed in the Action.

2. Jurisdiction. The Court has, and shall continue to have, jurisdiction to make any orders as may be proper and necessary to effectuate, and enforce, on a continuing basis, the terms and conditions of this Agreement.

D. SETTLEMENT PAYMENT

1. Payment. Within 10 days of the full execution of this Agreement and the filing of the Stipulation, the County shall pay Lee the sum of Eight Thousand dollars and no cents (\$8,000.00) by check payable to "Michael Lee and his attorney, Joseph D. Elford." The check shall be delivered to the office of Lee's attorney by overnight mail, or other method agreed to by both counsel.

E. ATTORNEY'S FEES AND COSTS

Lee specifically agrees that by executing this Agreement and accepting payment under this Agreement, in addition to and not in derogation of any other release

given under this Agreement, he releases all claims for attorney fees, costs, and any other expenses of claims, suits or litigation whatsoever arising out of or relating to the Action.

F. RELEASE OF CLAIMS

1. Release. Lee hereby releases and forever discharges the County and the Released Parties from any and all actions, suits at law or in equity, litigation, claims, demands or damages, of whatsoever kind or nature, including but not limited to attorney fees and costs, whether or not known, suspected or claimed, which Lee ever raised in this Action or could have raised in this Action, which he had or may have by reason of any act, omission or occurrence in any manner relating to, concerning or arising out of any act or omission by the County or the Released Parties.

2. Civil Code Section 1542. **To the fullest extent permitted by law, Lee waives any and all rights or benefits it has or may have under Section 1542 of the California Civil Code, or any comparable provision of state or federal law, with regard to the Released Claims. Section 1542 provides:**

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 by him must have materially affected his agreement with the debtor.

Lee acknowledges that it is aware that he may hereafter discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, the Released Parties, or the subject matter of this Agreement. Lee acknowledges that he intends to and does fully, finally and forever settle and release by this Agreement any and all claims described herein, without regard to the subsequent discovery or existence of such different or additional facts.

3. Warranty re Transfer of Claims. Lee warrants that he has made no assignment, transfer, conveyance or other disposition of any of the Released Claims and

he is fully entitled to give a full and complete release of all such Released Claims.

4. Warranty re Advice. Lee warrants that he has been fully advised regarding the terms of this Agreement and has agreed thereto. Lee hereby acknowledges that he has been represented by counsel throughout all negotiations which preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of said counsel.

G. DENIAL OF LIABILITY

By entering into this Agreement, it is understood that the County and the Released Parties do not admit, and to the contrary, expressly deny that they have breached any duty, obligation or agreement, or engaged in any tortious or wrongful activity, or that they are liable to Lee or any other Person, or that any injuries, damages or harms of any kind have been sustained by Lee. Lee contends the opposite.

H. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or mailed, postage prepaid, by first class mail to the undersigned persons at their respective addresses as set forth below.

Counsel for Lee:

Joseph D. Elford
Americans for Safe Access
1322 Webster Street, Suite 402
Oakland, CA 94612

The County and the Released Parties:

Silvano B. Marchesi, County Counsel
Janet L. Holmes, Deputy County Counsel

651 Pine Street, 9th Floor
Martinez, CA 94553.

I. ENTIRE AGREEMENT

This Agreement supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the Parties with respect to settlement. The Parties acknowledge that no representations, inducements, promises or statements, oral otherwise, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein and further agree that no other covenant, representation, inducement, promise or statement not set forth in this shall be valid or binding.

J. MODIFICATION OR AMENDMENT

This Agreement may not be modified or amended except in a writing signed by counsel for Lee and counsel for the County and the Released Parties.

K. CONSTRUCTION AND INTERPRETATION

This Agreement shall be construed, enforced and administered in accordance with California law. The drafting and negotiating of this Agreement have been participated in by counsel for each of the Parties, and any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applied to the interpretation of this Agreement.

L. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

M. EFFECT OF AGREEMENT

This Agreement is binding upon and shall inure to the benefit of Lee, the County,

the Released Parties and their respective Departments, Boards, officials, agents, attorneys, managers, employees, representatives, officers, directors, partners, principals, divisions, indemnitees, parent companies, subsidiaries, affiliates, associates, consultants, assigns, heirs, predecessors and successors in interest, trustees, shareholders and any trustee in bankruptcy or debtor in possession.

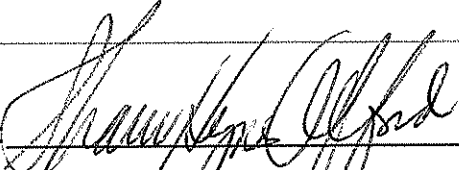

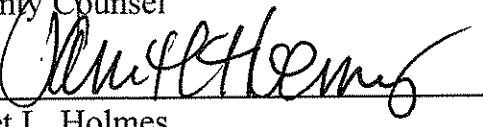
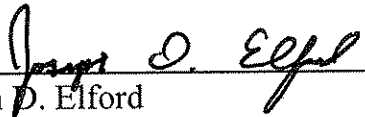
N. MISCELLANEOUS PROVISIONS

The headings of the sections, paragraphs and subparagraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

O. DISMISSAL OF CLAIMS AGAINST THE COUNTY AND THE RELEASED PARTIES

Within 10 days of execution of this Agreement by the Parties, Lee shall file or caused to be filed in the Action a Request for Dismissal With Prejudice in the form provided in Exhibit A to this Agreement.

WHEREFORE, the undersigned acknowledge and agree to the terms of the Agreement.

For the County and the Released Parties:	
DATED: 3/29/07	By: <u></u> Sharon Hymes-Offord, Asst. Risk Manager, for the County and the Released Parties
DATED: 3-22-07	By: <u></u> Michael Lee
APPROVED AS TO FORM BY COUNSEL:	
Dated: 3/27/07	Silvano B. Marchesi County Counsel By: <u></u> Janet L. Holmes Deputy County Counsel Attorneys for Defendant CONTRA COSTA COUNTY
Dated: 3/22/07	Americans for Safe Access By: <u></u> Joseph D. Elford Attorneys for Plaintiff Michael Lee