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18 and Police Officer Timothy Twardosz

19 **UNITED STATES DISTRICT COURT**

20 **EASTERN DISTRICT OF CALIFORNIA**

21 KARENE BEECHAM, Individually and) Case No.: 2:07 -CV-01115-JAM-EFB
 22 KARENA CRANKSON, Individually,)
 23)
 24 Plaintiffs,) **STIPULATION AND ORDER RE:**

25 vs.

26 CITY OF WEST SACRAMENTO, a public)
 27 entity, POLICE OFFICER TIMOTHY)
 28 TWARDOSZ, POLICE OFFICER)
 GEOFFREY ALBERT, POLICE OFFICER)
 STEVE GODDEN, POLICE OFFICER ED)
 HENSLEY, and DOES 4 through 10, Jointly)
 and Severally,)

Defendants.)

) **VOLUNTARY DISMISSAL OF CERTAIN**
) **CLAIMS AT TRIAL, TOLLING**
) **AGREEMENT, AND RELATED**
) **MATTERS**

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STIPULATION

WHEREAS, the District Court has ruled on the parties' respective Rule 50 motions at trial; and the District Court has suggested, for purposes of judicial economy and to conserve resources of the Court, jury, and all parties, that the parties reach agreement to dismiss certain remaining claims to allow the presently impaneled jury to render a verdict on the amount of Plaintiffs' damages and to decide Plaintiffs' punitive damages claims, based on the claims on which Plaintiffs have prevailed as of this time; and

WHEREAS, the parties have reached the following agreement, each subpart below being material and necessary for the entire agreement;

THEREFORE, Plaintiffs, through their counsel of record, hereby stipulate to dismiss the following claims, without prejudice:

1. Plaintiff Beecham's Excessive Force claims under California Civil Code § 52.1 against Defendants Hensley, Albert, and Godden;
2. Plaintiff Beecham's and Plaintiff Crankson's Strip Search claims under the Fourth Amendment, Cal. Civil Code § 52.1, and Cal. Penal Code § 4030;
3. Plaintiff Beecham's and Plaintiff Crankson's municipal liability (Monell) claims under the Fourth Amendment against Defendant City of West Sacramento;
4. Plaintiff Beecham's and Plaintiff Crankson's state law claims for Assault;
5. Plaintiff Beecham's and Plaintiff Crankson's state law claims for Intentional Infliction of Emotional Distress.

All parties, through their respective counsel of record, agree that the claims listed above are dismissed without prejudice, and all parties agree to toll the statute of limitations and any other claim presentation and/or claim filing deadline for the claims being voluntarily dismissed at this time. This tolling agreement shall remain in effect until sixty (60) days after any appellate, or district court, reversal of the district court's entry of judgment on any of Plaintiffs' claims, or until all appeals and post-trial motions for new trial and/or entry of judgment by Defendants have been finally adjudicated, whichever is later. In the event judgment in favor of Plaintiffs is affirmed and final for all damages claims on which Plaintiffs have prevailed at this time, and judgment is

1 satisfied and/or settled between all parties, Plaintiffs agree not to refile or litigate the claims
2 voluntarily dismissed above.

3 All parties further agree that Plaintiffs reserve the right to seek injunctive relief on any
4 and all claims on which they have presently prevailed, by post-trial motion filed at an appropriate
5 time. Defendants reserve the right to assert all applicable defenses to such injunctive relief.

6 All parties further agree that in connection with the district court's granting of Plaintiff
7 Beecham's Rule 50 motion on her claim of excessive force under the Fourth Amendment and Cal.
8 Civil Code § 52.1 against Defendant Twardosz and the City of West Sacramento, the Court will
9 give the following special instruction:

10 The Court has determined that by having initiated and performed the
11 high-risk stop in this case, Officer Twardosz violated Plaintiff Beecham's right to
12 be free from excessive force under the Fourth Amendment and California Civil
13 Code § 52.1. Therefore, Officer Twardosz and the City of West Sacramento are
14 liable to Plaintiff Beecham not only for officer Twardosz's actions, but also the
actions of Officers Hensley, Albert, and Godden which were set in motion by the
initiation of the high-risk stop.

15 By agreeing to the language in the above-mentioned jury instruction, Defendants do not waive
16 any rights on appeal.

17 All parties further agree that in closing arguments, the parties will not use the term "strip
18 search." However, the parties may argue the extent to which Plaintiff Crankson's damages are
19 affected by raising or lifting her shirt, and whether or not Defendants are responsible for any
20 damages sustained by Plaintiff Crankson due to the raising of lifting of her shirt, and further, all
21 parties may argue the circumstances concerning both Plaintiffs raising or lifting their shirts in
22 connection with punitive damages claims.

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Dated: April 4, 2009

HADDAD & SHERWIN

By: /s/ Michael J. Haddad

MICHAEL J. HADDAD
JULIA SHERWIN,
Attorneys for Plaintiffs
Karene Beecham and
Karena Crankson

Dated: April 4, 2009

ANGELO, KILDAY & KILDUFF

By: /s/ Laurence L. Angelo

LAURENCE L. ANGELO
CARRIE A. FREDERICKSON
Attorneys for Defendants
City of West Sacramento and
Officer Timothy Twardosz

ORDER

Pursuant to stipulation of the parties and good cause appearing therefore, IT IS SO ORDERED.

Dated: April 6, 2009

/s/ John A. Mendez
JOHN A. MENDEZ
UNITED STATES DISTRICT COURT