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10 Attorneys for Plaintiffs

11 **UNITED STATES DISTRICT COURT**
 12
 13 **NORTHERN DISTRICT OF CALIFORNIA**

14 JAMES TAYLOR, et. al.,
 15 Plaintiffs,

15 vs.

16 CITY OF OAKLAND, et. al.,
 17 Defendants,

18 **AND ALL RELATED CASES**

19 SMITH, et. al.,
 20 Plaintiffs,

21 vs.

22 CITY OF OAKLAND, et al.,
 23 Defendants.

24 (Case No. C-07-6298 SI)
 25

) Related Case No. C-04-4843 SI

) Hon. Susan Illston

) **STIPULATION AND**
 (**PROPOSED**) **ORDER RE:**
EXECUTION OF JUDGMENT
AND PRESERVATION OF
DEFENDANT MAYER'S ASSETS
Smith v. City of Oakland,
No. C-07-6298 SI (Plaintiffs
Spencer Troy Lucas and Kirby
Bradshaw)

1 Plaintiffs Spencer Troy Lucas and Kirby Bradshaw and Defendant Officer Ingo Mayer, in
2 Smith v. City of Oakland, No. C-07-6298 SI, by and through their respective counsel, hereby enter
3 into the following stipulation concerning the preservation of Defendant Mayer's assets, and
4 Plaintiffs' agreement to delay execution of the judgment in this matter against Defendant Mayer's
5 assets. These parties stipulate as follows:

- 6 1. Defendant Mayer, through his counsel, has requested that the City of Oakland
7 indemnify Defendant Mayer for the punitive damages awarded against him in this
8 matter. At this time, the City of Oakland has not provided a final answer to this
9 request.
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- 11 2. Plaintiffs agree not to commence proceedings to execute the judgment (Smith, Doc.
12 84) against Defendant Mayer's assets until June 1, 2012, or until the City of Oakland
13 informs these parties that it will not pay the punitive damages (\$40,000.00 plus
14 judgment interest) assessed against Defendant Mayer in this matter, whichever is
15 sooner.
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- 17 3. In consideration of Plaintiffs' agreement to delay execution of the judgment as set
18 forth in item (2), Defendant Mayer will maintain and preserve at least Forty-One
19 Thousand Dollars (\$41,000.00) of his money in an account in a regulated United
20 States financial institution until the judgment in this matter has been fully satisfied.
21 Defendant Mayer, through his counsel, will provide Plaintiffs' counsel with proof of
22 such deposit, including the name and location of the financial institution and account
23 number, within ten days after this stipulation is filed in the Court docket.
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26 The parties further stipulate and request that this Court enter this stipulation as an order.
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1 DATED: January 19, 2012 HADDAD & SHERWIN

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By: /s/ Michael J. Haddad
Attorneys for Plaintiffs

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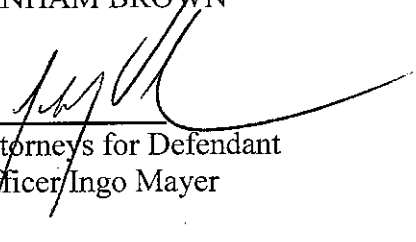
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DATED: January 19, 2012 BURNHAM BROWN

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By: 
Attorneys for Defendant
Officer/Ingo Mayer

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ORDER

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Pursuant to stipulation of the parties, IT IS SO ORDERED.

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Dated: 1/24, 2012.



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HON. SUSAN ILLSTON
UNITED STATES DISTRICT COURT

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