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 6 BAY AREA RAPID TRANSIT DISTRICT;
 GARY GEE in his official capacity as CHIEF OF
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 DISTRICT; DOROTHY DUGGER in her official
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Attorneys for Plaintiffs
 WANDA JOHNSON, individually and as personal
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 GRANT III, the ESTATE OF OSCAR J. GRANT
 III, SOPHINA MESA as Guardian ad Litem of
 minor, T.G.

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 12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 WANDA JOHNSON, individually and as personal)
 15 representative of the ESTATE of OSCAR J.)
 GRANT III, the ESTATE OF OSCAR J. GRANT)
 16 III, SOPHINA MESA as Guardian ad Litem of)
 minor, T.G.)

Case No.: C09-00901 MHP
 STIPULATION OF DISMISSAL

17 Plaintiffs,

18 vs.

19 BAY AREA RAPID TRANSIT DISTRICT;)
 20 GARY GEE, in his official capacity as CHIEF OF)
 POLICE for BAY AREA RAPID TRANSIT)
 21 DISTRICT; DOROTHY DUGGER, in her official)
 capacity as GENERAL MANAGER for BART;)
 22 JOHANNES MEHSERLE individually and in his)
 official capacity as a police officer for BART;)
 23 ANTHONY PIRONE, individually and in his)
 official capacity as a police officer for BART;)
 24 MARYSOL DOMENICI, individually and in her)
 official capacity as a police officer for BART; and)
 25 DOES 1-50, inclusive,)

26 Defendants.)

1
2 Plaintiff SOPHINA MESA as Guardian ad Litem of minor, T.G. ("Plaintiff"), and defendant
3 BAY AREA RAPID TRANSIT DISTRICT ("BART") and all individual defendants, by and through
4 their respective counsel, hereby stipulate as follows:

5 (1) That, pursuant to settlement agreement, BART is to pay Plaintiff the sum of ONE
6 MILLION FIVE-HUNDRED THOUSAND DOLLARS AND NO/100's (\$1,500,000.00), such
7 payment not to constitute an admission of liability on the part of any defendant in this matter.

8 (2) That Plaintiff is to dismiss all claims against all defendants with prejudice, each side to
9 bear their own costs and attorney's fees;


10 (3) That the settlement agreement be subject to the Court's approval of a minor's
11 compromise providing for the disbursement of the funds named in (1) in accordance with the laws of
12 the State of California;

13 (4) That Plaintiff's dismissal of all claims against all defendants take effect immediately
14 upon the Court's approval described in (3).

15 IT IS SO STIPULATED.

16 Dated: January 27, 2010.

17 LAW OFFICES OF JOHN L. BURRIS

18
19 By 
20 JOHN L. BURRIS
21 ADANTÉ D. POINTER
22 Attorneys for Plaintiffs
23 WANDA JOHNSON, individually and as personal
24 representative of the ESTATE of OSCAR J.
25 GRANT III, the ESTATE OF OSCAR J. GRANT
26 III, SOPHINA MESA as Guardian ad Litem of
27 minor, T.G.
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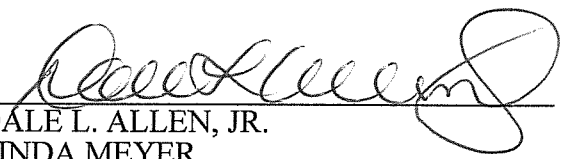
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(STIPULATION — CONTINUED)

Dated: January 27, 2010.

LOW, BALL & LYNCH

By 
DALE L. ALLEN, JR.
LINDA MEYER
DIRK D. LARSEN
Attorneys for Defendants
BAY AREA RAPID TRANSIT DISTRICT and
GARY GEE in his official capacity as CHIEF OF
POLICE for BAY AREA RAPID TRANSIT
DISTRICT; DOROTHY DUGGER in her official
capacity as GENERAL MANAGER for BAY
AREA RAPID TRANSIT DISTRICT

2/8/2010

