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6 Attorneys for Defendant  
 7 DEPUTY WELCH

8  
 9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA  
 11

13 HARLEEM SWEETS, AKA STEVEN H.  
 14 JONES,

15 Plaintiff

16 v.

17 CONTRA COSTA COUNTY BOARD OF  
 SUPERVISORS; SHERIFF'S  
 18 DEPARTMENT OF CONTRA COSTA  
 COUNTY; DEPUTY WELCH;  
 19 DEPUTIES JOHN DOE,

20 Defendants.

No. C 06 - 07964 CW

NOTICE OF SETTLEMENT AND  
~~PROPOSED~~ ORDER OF DISMISSAL

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21  
 22 NOTICE OF SETTLEMENT

23 On January 13, 2009, plaintiff Harleem Sweets, *in pro per*, and defendant Deputy  
 24 Welch, through his attorney Steven P. Rettig, Deputy County Counsel, reached a settlement of  
 25 the above referenced matter. The Court requested that defendant file a request for dismissal  
 26 upon proof of mailing the executed settlement agreement and settlement check to plaintiff.

27 (See Document No. 89.)

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NOTICE OF SETTLEMENT AND ORDER OF DISMISSAL

No. C 06 - 07964 CW

1 Attached hereto as Exhibit A is a true and correct copy of the fully executed Release  
2 and Settlement Agreement for this action. Filed concurrently with this Notice is a proof of  
3 service of mailing a copy of the Release and Settlement Agreement and the settlement draft  
4 (Check No. G690400) to Harleem Sweets. Pursuant to the settlement agreement and proof of  
5 mailing the settlement payment, this matter is ready for dismissal.

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DATED: January \_\_\_\_, 2009

SILVANO B. MARCHESI  
COUNTY COUNSEL


/S/

By: \_\_\_\_\_  
STEVEN P. RETTIG  
Deputy County Counsel  
Attorneys for Defendant

ORDER

Pursuant to the parties Release and Settlement Agreement, IT IS ORDERED, the  
above-captioned action is hereby dismissed with prejudice with each party to bear their own  
costs and attorneys fees.

DATED: \_\_\_\_\_  
2/3/09

  
\_\_\_\_\_  
The Honorable Claudia Wilken  
United States District Court Judge

*Harleem Sweets, aka Steven H. Jones v. Contra Costa County Board of Supervisors, et al.*  
Case No. C 06-07964CW  
Exhibit A - Notice of Settlement and [Proposed] Order of Dismissal

**EXHIBIT A**

## RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of the date it is fully executed by the parties hereto, as defined below, and is made by and between the Plaintiff Harleem Sweets, a.k.a. Steven H. Jones ("RELEASOR") and the Defendant Shawn Welch ("RELEASEE") in the case *Harleem Sweets, a.k.a. Steven H. Jones v. Contra Costa County Board of Supervisors, et al.*, United States District Court, Northern District California Case Number C06-09864 CW, hereafter referred to collectively, at times, as the "PARTIES."

The RELEASOR, in consideration for payment of the sum of One Thousand Dollars and zero cents (\$1,000.00), hereby, on behalf of himself, his heirs, executors, administrators, attorneys and assigns, releases and discharges RELEASEE, and any other person or persons, from any and every claim, demand, right or cause of action of whatsoever kind or nature, past, present or future, by reason of alleged acts or omissions arising out of the August 13, 2006 jail incident as alleged in the complaint in the action herein. All such claims are finally and forever fully compromised and settled.

The undersigned RELEASOR, hereby agrees to the following special conditions:

1. The undersigned RELEASOR 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 and causes of action, all claims for attorney fees, costs, and any other expense of claim, suit or litigation whatsoever arising out of or relating to the August 13, 2006 jail incident as alleged in the complaint in the action herein.

2. The undersigned RELEASOR recognizes and agrees that it is possible that other injuries or damages not now known may develop or be discovered, or other consequences may be discovered, and this Agreement is expressly intended to cover and include, and does cover and include, all such future injuries or damages or future consequences or results of known or unknown injuries or property damage, including all rights of action therefor. The undersigned RELEASOR recognizes and agrees that the provisions of Section 1542 of the California Civil Code are expressly waived and the RELEASOR understands that said section 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 settlement with the debtor.

3. The undersigned RELEASOR agrees that this Agreement is executed to resolve a disputed claim and shall not constitute an admission of fault in any subsequent proceeding. By entering into this Agreement, it is understood that the RELEASEE does not admit and, to the contrary, expressly denies that he has breached any duty, obligation or agreement, or engaged in any tortious or wrongful activity, or that he is liable to the RELEASOR or any other person or party in any way.

4. The undersigned RELEASOR agrees that this Agreement is expressly intended to cover and include, and does cover and include, all rights and causes of action, all rights to attorneys fees, costs or interest, either presently accrued or claimed to exist as a result of the August 13, 2006 jail incident as alleged in the complaint in the action herein.

5. The undersigned RELEASOR agrees that he will be responsible for any and all liens against the settlement proceeds paid in satisfaction of the claim, including, but not limited to, all bills and liens for medical treatment from any source whatsoever.

6. The undersigned RELEASOR agrees that he will indemnify and hold harmless the RELEASEE from each and every claim, demand, right or cause of action of any kind or character provided for in this Agreement which any releasing party or any lienholder may ever assert against the said RELEASEE, arising out of the same facts or circumstances as the August 13, 2006 jail incident as alleged in the complaint in the action herein.

7. The undersigned PARTIES have read and fully understand the provisions of this Agreement and by their signatures below agree to be bound by its terms.

8. No additional promises or representations not contained in this Agreement have been made by any of the PARTIES, or any agent or employee of any of the PARTIES, other than what is contained in this Agreement. This Agreement constitutes the full agreement of the PARTIES and 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.

9. This Agreement shall be construed, enforced and administered in accordance with California state law.

10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. This Agreement may not be modified or amended except in writing signed by counsel for RELEASOR and RELEASEE.

11. The undersigned RELEASOR agrees that he will file a dismissal with prejudice of his action against RELEASEE prior to receiving payment under this Agreement.

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

1/13/2009  
Dated: December \_\_, 2008 By: Harleem Sweets  
Harleem Sweets  
Plaintiff

1/15/2009  
Dated: December \_\_, 2008 By: Shawn Welch  
Shawn Welch  
Defendant

APPROVED AS TO FORM BY COUNSEL

Dated: January 13, 2009  
~~December \_\_, 2008~~ SR SILVANO B. MARCHESI  
COUNTY COUNSEL

By: Steven P. Rettig  
Steven P. Rettig  
Deputy County Counsel