
SETTLEMENT AGREEMENT

WHEREAS, on or about January 25, 2005, Corporal Stephen Dickey (hereafter "Dickey") was served by the City of Redlands Police Department (hereafter "City") with a Notice of Intent to Discipline for a number of alleged violations of department policy,

AND WHEREAS, a final Skelly meeting took place with Chief Bueerman, his legal counsel, Bruce D. Praet, and counsel for Dickey, William J. Hadden, on September 28, 2005, during which Dickey raised various defenses and denied the allegations set forth in the Notice of Intent to Discipline,

AND WHEREAS both parties, the City and Dickey, without any admissions of misconduct or liability wish to resolve this disciplinary matter and all related claims without further proceedings;

IT IS THEREFORE AGREED TO AND BY THE PARTIES RECITED HEREIN AND APPROVED BY THEIR RESPECTIVE COUNSEL THAT:

1. City and Dickey, and each of them, agree to waive any and all rights to attorney's fees and costs arising out of or related directly to any claims settled by way of this Agreement.

2. City and Dickey further agree to the following terms upon execution of this Agreement as consideration for settlement of all potential claims:

A. Dickey shall tender his all papers necessary to commence his application for an industrial disability retirement no later than October 5, 2005. Dickey shall thereafter, within forty (40) days of September 28, 2005, provide the City of Redlands with verifiable medical evidence from an acceptable independent physician supporting his claim for an industrial disability retirement. Upon receipt of verifiable medical evidence from a qualified physician supporting a

claim by Dickey for an industrial disability retirement, the City will expeditiously take reasonable efforts to process the application.

B. If Dickey fails to submit either of the materials set forth in subsection 2A above by the stated deadlines, all terms of this Agreement shall be voided and Dickey will thereafter have five (5) days to submit a written Skelly response to the City. Upon consideration of any such response or if no such response is timely received, the City will proceed with a Notice of Discipline and Dickey shall thereafter retain his rights to a timely evidentiary appeal of such discipline in accordance with the operative MOU and personnel rules.

C. If, at any time subsequent to Dickey's submission of verifiable medical evidence from a qualified physician, but prior to the finalization of his disability retirement, Dickey withdraws or is unable to proceed with his industrial disability retirement for any reason other than delay or complications caused by the City of Redlands or other public entity involved in the processing of his industrial disability retirement, Dickey agrees to accept a demotion in rank from Corporal to Police Officer for the alleged violations set forth in the Notice of Intent to Discipline without any further right to appeal. If, however, Dickey's industrial disability retirement is unreasonably delayed or fails for any reason attributable to the City of Redlands, this Agreement shall be voided and the rights of all parties shall revert as if this Agreement did not exist.

D. In consideration for Dickey's submission of a disability retirement, the City agrees to dismiss all allegations set forth in the Notice of Discipline. Further, for all purposes including, but not limited to, discovery pursuant to lawful process and inquiries from prospective employers, the underlying administrative investigation file and all related documents shall reflect that all charges were dismissed following Dickey's Skelly response.

E. Dickey and the City both agree that neither party (nor any representative of either party) shall engage in making adverse or negative public statements about the other or any representative of either party except as required or authorized by lawful process, during a formal hearing or legal proceeding, or in accordance with Penal Code § 832.7(d). This shall include no related adverse comments or “do not rehire” notation in Dickey’s personnel records. This shall not, however, restrict the City from disclosing any other aspects of Dickey’s personnel file or history in response to any authorized request or waiver from Dickey.

3. Dickey and the City expressly agree that any breach of any term of this Settlement Agreement shall entitle either party to pursue any and all legal remedies against the party violating the term(s) of this Settlement Agreement. The prevailing party in any action brought to enforce this Agreement shall be entitled to reasonable attorney’s fees.

4. Each of the undersigned parties to this Agreement does hereby forever release and discharge each other party to this Agreement and any of their past and present agents, servants, employers and employees from any and all actions, causes of actions, obligations, costs, attorney's fees, and each of them, and each and every agent, employer, employee, and their representative thereof, from any and all actions, causes of action, obligations, costs, attorney's fees, damages, losses, claims, liabilities and demands of whatever character, including but not limited to, the generality of the foregoing releases and any and all causes of action or claims of whatever character and all matters alleged and which could or would have been alleged with regard to the disciplinary action, separation of service and circumstances addressed herein.

5. Each of the undersigned parties state that they are not relying and have not relied on any representation or statement made by the undersigned parties, or by any one or more than one of them, with respect to the facts involved in the referenced disciplinary action, or with regard to the

undersigned parties rights or asserted rights. The undersigned parties, and each of them, hereby assume the risk of any mistake of fact with regard to the referenced discipline and separation from service or with regard to any of the facts which are now unknown to them relating thereto.

6. Each of the undersigned parties, does hereby expressly agree that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, against any other party to this agreement, and each and every employer, agent, officer, employee, servant and representative thereof and expressly waives all rights granted to them under Section 1542 of the California Civil Code, which Section reads as follows:

A general release does not extend to claims which 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 a settlement with the debtor.

7. Each of the undersigned parties to this Agreement understands and agrees that this general and special release shall inure to the benefit of the successors in interest of each other party to this agreement, and each and every agent, employer, employee, and representative thereof and shall be binding upon each party to this Agreement and each of his or her successors in interest.

8. The undersigned parties acknowledge that the action, causes of action, claims, etc. herein released have not been assigned or in any manner transferred to any person or entity, for consideration or otherwise. All such claims, are hereby extinguished and released, as herein provided.

9. It is further understood and agreed to by all parties that this settlement is a good faith compromise of a disputed claim, and that the consideration referenced herein is not to be construed as an admission of liability or culpability of any party hereto.

10. This Settlement Agreement constitutes the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

11. The undersigned each states that he or she has carefully read the foregoing Settlement Agreement and knows the contents thereof and signs the same of his or her own free acts and will. The undersigned, and each of them, warrant, represent and agree that, in executing this Agreement, they do so with full knowledge of any and all rights which they may have, and that they have received independent legal advice from their attorneys with regard to their assorted rights which they may have against each other, and which arise out of the facts alleged in the referenced investigation.

12. All parties and their counsel agree to cooperate in the preparation and execution of all documents called for by the terms of this Settlement Agreement.

13. It is further expressly agreed to and by the parties to this Settlement Agreement that the rights, obligations and liability established by the terms and conditions of this Settlement Agreement will not become effective and binding on any party hereto until such time as all parties have executed this Agreement as called for herein.

14. Notwithstanding any of the above provisions, it is understood by the parties that Dickey does not waive any rights he would otherwise have under the Worker's Compensation laws of the State of California. It is further understood that, notwithstanding any other provision in this Agreement, Dickey does not waive any rights to defense and indemnification he would otherwise have pursuant to Government Code § 825, et seq.; similarly, it is agreed that pursuant to this Agreement, the City does not waive any rights that it would otherwise have to refuse to provide such indemnification or defense.

15. Upon finalization of Dickey's retirement for industrial disability for non-psychological factors, the Chief of Police shall forthwith issue Dickey a retirement badge and identification card with a concealed weapons endorsement.

16. The City will remove from all personnel files pertaining to Dickey, regardless of physical location within the City, any and all original and copies of letters, however preserved, authored by Chief Buermann and Deputy Chief Hyman that were previously attached to Dickey's personnel evaluation for the year 2003.

APPROVED AS TO FORM AND CONTENT:

FERGUSON, PRAET & SHERMAN
A Professional Corporation

By: 
Bruce D. Praet, Special Counsel for
the City of Redlands

Dated: 12-16-05

Entered into this 20th day of December, 2005:

ATTEST:

By: 
Jon Harrison, Mayor
City of Redlands

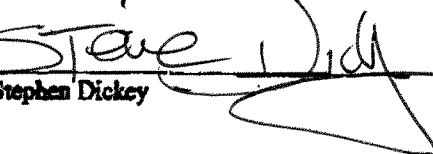

Lorrie Poyzer, City Clerk

APPROVED AS TO FORM AND CONTENT:
LAW OFFICES OF SILVER, HADDEN & SILVER

By: 
William J. Hadden, Attorneys for Dickey

Dated:

Entered into this day of December, 2005:

By: 
Stephen Dickey

12-16-05