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HAROLD G. BECKS & ASSOCIATES  
HAROLD G. BECKS (SBN 59126)  
hbecks@beckslaw.com  
DOUGLAS L. DAY (SBN 92581)  
dougday@beckslaw.com  
3250 Wilshire Blvd., Suite 708  
Los Angeles, California 90010  
Telephone: (213) 385-9852  
Fax: (213) 385-1374

**FILED**  
Superior Court of California  
County of Los Angeles

OCT 25 2017

Sherri R. Carter, Executive Officer/Clerk  
By E. Salcido Deputy

Attorneys for Defendants  
COUNTY OF LOS ANGELES and  
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SOUTH CENTRAL DISTRICT

BRIAN O'NEAL PICKETT, III, a Minor;  
MICAH OMARI PICKETT, a Minor, by and  
through their Guardian Ad Litem, TAMAI  
GILBERT;

Plaintiffs,

vs.

COUNTY OF LOS ANGELES, et al. and  
DOES 1 through 50, Inclusive.

Defendants.

Case No. TC028173 [Consolidated with  
TC028210]

**DEFENDANTS' MOTION TO ENFORCE  
SETTLEMENT AS TO PLAINTIFF  
ANJAE GILBERT AND HIS GUARDIAN  
AD LITEM TAMARA FORD;  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATION OF  
DOUGLAS L. DAY; DECLARATION OF  
EDWIN LEWIS**

[Concurrently Filed with [Proposed] Order]

Date: November 16, 2017  
Time: 8:30 a.m.  
Dept: S27

Pickett Complaint Filed: June 18, 2015  
Gilbert Complaint Filed: July 31, 2015

Res ID# 170905248112

ANJAE GILBERT, a Minor by and through his  
Guardian Ad Litem Tamara Ford; and  
TAMARA FORD, individually,

Plaintiffs,

vs.

COUNTY OF LOS ANGELES, et al. and  
DOES 1 through 50, Inclusive,

Defendants,

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

DEFENDANTS' MOTION TO ENFORCE SETTLEMENT AS TO PLAINTIFF ANJAE GILBERT AND HIS GUARDIAN AD LITEM  
TAMARA FORD; MEMORANDUM OF POINTS AND AUTHORITIES

ORIGINAL

8/30/10

1 PLEASE TAKE NOTICE that on November 16, 2017, at 8:30 a.m., or as soon thereafter  
2 as this matter may be heard, in Department S27 of the Los Angeles County Superior Court,  
3 located at 275 Magnolia Avenue, Long Beach, California 90820, Defendants COUNTY OF LOS  
4 ANGELES and LOS ANGELES COUNTY SHERIFF'S DEPARTMENT ("Defendants") will and  
5 hereby do move to enforce the settlement entered into by and between the parties on the record  
6 before the Court on June 27, 2017 as to Plaintiff Anjae Gilbert and his Guardian Ad Litem Tamara  
7 Ford.

8 The grounds for the Motion is Code of Civil Procedure § 644.6 which provides: "If parties  
9 to pending litigation stipulate, in a writing signed by the parties outside the presence of the court  
10 or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may  
11 enter judgment pursuant to the terms of the settlement."

12 This Motion is based upon this Notice, upon the attached Memorandum of Points and  
13 Authorities, the accompanying Declarations of Douglas L. Day and Edwin Lewis, the Court's own  
14 file in this action, and upon such further oral and documentary evidence as may be presented at the  
15 time of the hearing.

16  
17 DATED: October 24, 2017

HAROLD G. BECKS & ASSOCIATES

18  
19 By 

HAROLD G. BECKS

DOUGLAS L. DAY

Attorneys for Defendants

COUNTY OF LOS ANGELES and

LOS ANGELES COUNTY SHERIFF'S

DEPARTMENT

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 In this wrongful death lawsuit where liability was vigorously contested and the issues  
4 thoroughly litigated, the case settled on the eve of expert discovery at a Mandatory Settlement  
5 Conference before this Court after the parties had already participated in two unsuccessful private  
6 mediations.

7 By the time of the parties' settlement, the litigation had expanded considerably beyond the  
8 two Superior Court cases that were consolidated (*Pickett, et al. v. County of Los Angeles* TC028173)  
9 and (*Gilbert, et al. v. County of Los Angeles* TC028210). In early 2017, the same plaintiffs filed an  
10 action in District Court against the County of Los Angeles alleging 42 U.S.C. § 1983 civil rights  
11 violations arising out of the same facts as set forth in the consolidated Superior Court action.  
12 Additionally, Plaintiff Anjae Gilbert filed an appeal from this Court's granting of summary judgment  
13 and entry of dismissal (B282023).

14 The global settlement was placed on the record by counsel on June 27, 2017 and  
15 acknowledged by the parties. The settlement expressly included: (1) a waiver of Civil Code Section  
16 1542, (2) approval by the Los Angeles County Board of Supervisors, and (3) a written settlement  
17 agreement.

18 It was not until defense counsel circulated the revised draft of the written settlement  
19 agreement that Plaintiffs' counsel Olu Orange incredulously stated for the first time that all  
20 references to Plaintiff Anjae Gilbert should be removed from the Settlement Agreement because:

21 "[h]e was not a settling party when we put the agreement on the record in court with  
22 Judge Klein – because his case is already dismissed. In federal court, his case is already  
23 dismissed too. Moreover, a settlement agreement is a contract for which adequate  
24 consideration is required. Making Anjae a party to such an agreement – in which he  
25 receives no consideration – voids the agreement."

26 Mr. Orange otherwise stated "Everything else [in the Agreement] looked fine to me."

27 The contention that Anjae Gilbert was not part of the global settlement is both legally and  
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01/10/19

1 factually unsupportable:

- 2 • The settlement placed on the record contained an express waiver of Civil Code § 1542,  
3 thereby including *all* claims of *all* parties.
- 4 • By containing a waiver of Civil Code § 1542, a release of all claims would necessarily  
5 include: (a) the pending Consolidated Superior Court lawsuit; (b) the District Court  
6 action; and (c) the appeal by Anjae Gilbert to the Second District Court of Appeal.
- 7 • Defendants would have never agreed to the settlement placed on the record if it did not  
8 resolve the District Court action and the appeal.
- 9 • Plaintiffs' counsel Olu Orange owed a duty pursuant to Rules of Professional Conduct  
10 Rule 5-200(B) not to mislead the Court at the time the settlement was being placed on the  
11 record if the claims of Anjae Gilbert in the *state court action, the District Court action*  
12 and *the appeal* were all presumably being carved out and not being released as part of the  
13 global settlement being acknowledged and agreed to by Tamara Ford, Anjae Gilbert's  
14 Guardian Ad Litem.

15 Since there is neither any legal or factual basis to Plaintiff Anjae Gilbert's contention, the  
16 Court should grant the Motion to Enforce the Settlement in its entirety. Furthermore, for the reasons  
17 set forth herein, the Court should award Defendants its reasonable attorneys' fees in having to bring  
18 this Motion. *See* accompanying Declaration of Douglas L. Day.

19 **II. STATEMENT OF FACTS**

20 **A. The Underlying Incident**

21 This lawsuit arises out of an incident that occurred on January 6, 2015 when Tamara Ford  
22 *again* telephoned the Los Angeles County Sheriff's Department ("LASD") and requested the  
23 LASD's assistance in removing her son, decedent Brian Pickett II ("Pickett"), from her home  
24 because Pickett: (1) had made serious and credible threats of violence both to her and her daughter,  
25 (2) was using cocaine, methamphetamine and PCP, and (3) was acting strangely.  
26 Pickett had a long documented history of prior drug use and had previously threatened and assaulted  
27 his mother. Pickett had numerous prior encounters with law enforcement, primarily arising from his  
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1 drug use, and had been tased on several previous occasions by law enforcement agencies, including  
2 LASD, without incident.

3 Although Pickett had been subjected to two prior 5150 holds (unrelated to the current  
4 incident), it is undisputed that no medical practitioner had ever diagnosed or treated Pickett for any  
5 mental illness.

6 Sheriff's Deputies made contact with Pickett on two separate occasions while he was in the  
7 bathroom of his mother's house. During the second encounter, Pickett appeared more agitated than  
8 previously and was still yelling at the Deputies. Deputies twice gave commands to Pickett to place  
9 his hands behind his back and stop out of the bathroom so they could talk. Pickett refused, telling the  
10 Deputies: "No, get the fuck out of my house, you guys are not supposed to be here, I did not call, get  
11 the fuck out." Pickett was again told he would be tased if he did not comply.

12 Pickett was only several feet from the Deputies, with his body bladed slightly. When Pickett  
13 was observed to clench his fists and abruptly turn and move toward another Deputy as if to charge  
14 him in the confined area of the bathroom, he was tased. The Taser was aimed at his lower center  
15 mass of his chest and both darts struck him in the chest area.

16 The initial Taser deployment had not incapacitated Pickett and had little effect upon Pickett as  
17 he remained resistive while the Deputies attempted to handcuff him.

18 At the time of his death, the Los Angeles County Coroner noted that Pickett suffered from  
19 *significant* pre-existing medical conditions that contributed to his death, specifically: hypertrophic  
20 heart disease, hemoglobin C trait (a type of anemia) and Spastic Airway disease suggestive of  
21 asthma. The Coroner also stated that Pickett's cause of death was related to the effects of  
22 methamphetamine associated with probable excited delirium.

23 **B. Consolidated Actions**

24 On June 18, 2015, an action was filed captioned: *Brian O'Neal Pickett III, a Minor; Micah*  
25 *Omari Pickett, a Minor, by and through their Guardian ad Litem Tamai Gilbert v. County of Los*  
26 *Angeles; Los Angeles County Sheriff's Department; Case No. TC028173.*

27 On July 31, 2015, another action was filed captioned: *Anjae Gilbert, a Minor by and through*  
28

1 *his Guardian ad Litem Tamara Ford; and Tamara Ford, individually v. County of Los Angeles; Los*  
2 *Angeles County Sheriff's Department; Case No.TC028210.*

3 These two cases were subsequently consolidated for all purposes in Long Beach.

4 **C. This Court Grants Summary Judgment As To Anjae Gilbert And Anjae Gilbert**  
5 **Files An Appeal**

6 On February 14, 2017, the Superior Court heard Defendant County of Los Angeles' Motion  
7 for Summary Judgment in the Gilbert case. Defendants requested summary judgment as to  
8 Defendant Anjae Gilbert (as he is identified and named in the Superior Court case) on the grounds  
9 that he is not one of decedent Brian Pickett II's "surviving children" under Code of Civil Procedure  
10 Section 377.60 and thus, did not have standing to pursue any of the claims set forth in the operative  
11 Consolidated Fourth Amended Complaint.

12 Code of Civil Procedure § 377.60 states, in pertinent part, that:

13 "A cause of action for the death of a person caused by the wrongful act or neglect of another  
14 may be asserted by any of the following persons or by the decedent's personal representative  
15 on their behalf:

16 (a) The decedent's surviving spouse, domestic partner, children, and issue of deceased  
17 children, or, if there is no surviving issue of the decedent, the persons, including the  
18 surviving spouse or domestic partner, who would be entitled to the property of the  
19 decedent by intestate succession."

20 The summary judgment motion was based primarily upon the deposition testimony of Tamai  
21 Gilbert who testified that the father of Anjae Gilbert was *not* decedent Brian Pickett II but an  
22 individual named Coshawn Reed. Ms. Gilbert's deposition testimony was further supported by the  
23 fact that no father was listed on the birth certificate for Anjae Gilbert.

24 On February 20, 2017, the Court ruled on the respective Motions, granting summary  
25 judgment in favor of Defendant County of Los Angeles and against Plaintiff Anjae Gilbert.  
26 Judgment was entered by the Court on April 28, 2017.

27 Plaintiff filed an appeal to the Second District that is now pending.  
28

1                   **D. Anjae Gilbert and Tamara Ford, Individually and As Guardian Ad Litem File**  
2                   **Suit In District Court**

3                   In early January 2017, the minor Plaintiffs sued the County of Los Angeles in District Court  
4 alleging civil rights violations pursuant to 42 U.S.C. § 1983. Plaintiff Tamara Ford was added as a  
5 named Plaintiff in the Second Amended Complaint on May 16, 2017.

6                   As of the time of the Mandatory Settlement Conference, Defendants had filed a Motion to  
7 Dismiss portions of the Second Amended Complaint on the grounds that the claims of Plaintiff  
8 Tamara Ford were time-barred and that Plaintiff Anjae Gilbert, named "A.G." in the District Court  
9 action was barred from pursuing his claims, inter alia, because the dismissal and judgment on the  
10 claims on the Superior Court lawsuit acted as collateral estoppel. Defendants had also served, but not  
11 filed a Rule 11 Motion, as to Plaintiff Anjae Gilbert, his Guardian Ad Litem Tamara Ford, and  
12 Plaintiffs' counsel Olu K. Orange.

13 **III. THE COURT CAN ENFORCE THE SETTLEMENT PURSUANT TO CODE OF**  
14 **CIVIL PROCEDURE § 644.6**

15                   Code of Civil Procedure section 664.6 provides "If parties to pending litigation stipulate, in a  
16 writing signed by the parties outside the presence of the court or orally before the court, for  
17 settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the  
18 terms of the settlement." An oral settlement recited in open court is enforceable under section 664.6  
19 even if the parties contemplated memorializing the agreement in writing, but never did. "When the  
20 parties intend that an agreement be binding, the fact that a more formal agreement must be prepared  
21 and executed does not alter the validity of the agreement." *Blix Street Records, Inc. v. Cassidy*  
22 (2010) 19 Cal. App. 4<sup>th</sup> 39, 48.

23                   A section 664.6 motion is appropriate "even when issues relating to the binding nature or  
24 terms of the settlement are in dispute, because, in ruling upon the motion, the trial court is  
25 empowered to resolve these disputed issues and ultimately determine whether the parties reached a  
26 binding mutual accord as to the material terms." *In re Marriage of Assemi*, (1994) 7 Cal. 4<sup>th</sup> 896,  
27 905.

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1 When the trial court decides a motion to enforce a settlement under Code of Civil Procedure  
2 section 664.6, it acts as the trier of fact, determining whether the parties have entered into a binding  
3 settlement. *Osumi v. Sutton* (2007) 151 Cal. App. 4<sup>th</sup> 1355, 1360. The trial court’s factual findings  
4 on a motion to enforce a settlement under section 664.6 ‘are subject to limited appellate review and  
5 will not be disturbed if supported by substantial evidence.’ *Critzer v. Enos* (2010) 187 Cal. App. 4<sup>th</sup>  
6 1242, 1253.

7 In this instance, the parties placed their settlement on the record in open Court on June 27,  
8 2017. A reporter’s transcript of the proceedings is attached to the accompanying Declaration of  
9 Douglas L. Day (“Day Decl.”) as Exhibit “A” and is incorporated herein by this reference as though  
10 set forth in full. The parties reduced the settlement to a written agreement. A true and correct copy  
11 of the revised draft of the Settlement Agreement is attached to the Day Decl. as Exhibit “B” and is  
12 incorporated herein by this reference as though set forth in full.

13 **IV. THE SETTLEMENT WAS A GLOBAL SETTLEMENT AMONG THE PARTIES,**  
14 **INCLUDING ANJAE GILBERT, RELEASING ALL CLAIMS**

15 The only term of the settlement that Plaintiff disputes is that it includes Anjae Gilbert.  
16 (“Everything else looked fine to me.” *See* August 10, 2017 e-mail from Olu Orange to Douglas L.  
17 Day, attached to Day Decl. as Exhibit “C” and incorporated herein as though set forth in full.)

18 “[I]n determining whether the parties entered into a binding settlement of all or part of a case,  
19 a ... court should consider whether (1) the material terms of the settlement were explicitly defined,  
20 (2) the supervising judicial officer questioned the parties regarding their understanding of those  
21 terms, and (3) the parties expressly acknowledged their understanding of and agreement to be bound  
22 by those terms.” *In re Marriage of Assemi* (1994) 7 Cal. 4<sup>th</sup> 896, 911. The standard governing  
23 review of such determinations by a trial court is whether the court’s ruling is supported by substantial  
24 evidence. *Ibid.*

25 **A. Waiver of Civil Code Section 1542**

26 The settlement placed on the record and the revised draft of the Settlement Agreement both  
27 contained a waiver of Civil Code Section 1542. Plaintiff, through his Guardian Ad Litem, is *not*  
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1 contending that he failed to understand the term, or that he failed to agree to that term. The waiver of  
2 Civil Code Section 1542 was not a “take it or leave it” term presented in the adhesive nature of a  
3 form release, but rather was part of a bargained-for condition of settlement. Plaintiff Anjae Gilbert  
4 was represented at the Mandatory Settlement Conference by counsel during the negotiation for the  
5 release.

6 The effect of the Section 1542 is the complete release by all of the Plaintiffs of all of their  
7 pending litigation against the County: (1) the consolidated Superior Court lawsuits; (2) the District  
8 Court action; and (3) the pending appeal. This is only an issue as to Plaintiff Anjae Gilbert.

9 Yet, Plaintiff’s position is not tenable.

- 10 1. Plaintiff Anjae Gilbert was represented at the Mandatory Settlement Conference and a  
11 party to the settlement, by and through, his Guardian Ad Litem, Tamara Ford. Anjae  
12 Gilbert could only participate through his Guardian Ad Litem.
- 13 2. Plaintiff Anjae Gilbert’s contention that he could not release any claims he has arising  
14 from his Superior Court action because it was dismissed is spurious since he has filed an  
15 appeal that clearly seeks to have the dismissal reversed.
- 16 3. Plaintiff Anjae Gilbert’s contention regarding the District Court action is factually  
17 incorrect. The District Court action was, in fact, pending at the time of the Mandatory  
18 Settlement Conference, and was only dismissed pursuant to the Central District Local  
19 Rules requiring immediate notification of settlement following the Mandatory Settlement  
20 Conference.
- 21 4. Furthermore, Plaintiff Tamara Ford is not a proper party to the Second Amended  
22 Complaint in the District Court action as her claims were time-barred. Thus, the County  
23 could not agree to any settlement that would permit Plaintiff Tamara Ford to receive  
24 monies that would include the release of the District Court action as to Plaintiff Tamara  
25 Ford *only*. At the time of the settlement, Defendants had served, but not yet filed a Rule  
26 11 Motion for Sanctions in the District Court action as to Plaintiffs A.G. (“Angie  
27 Gilbert”), her Guardian Ad Litem Tamara Ford and their counsel of record Olu K. Orange  
28

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1 and the Law Offices of Olu K. Orange. A true and correct copy of the Rule 11 Motion is  
2 attached to the Day Decl. as Exhibit "E" and incorporated herein by this reference as  
3 though set forth in full.

4 5. The simple truth of the matter is that when counsel were placing the terms of the  
5 settlement on the record before this Court had there been any genuine issue regarding the  
6 claims of Anjae Gilbert, Mr. Orange would have immediately spoken up and made sure  
7 the record was clear in that regard. *He did not.* Instead, twice on the record, Mr. Orange  
8 stated the terms of the settlement were correct.

9 "THE COURT: AND MR. ORANGE, IS THAT YOUR UNDERSTANDING  
10 AS TO THE SUMMARY OF THE PROPOSED AGREEMENT?

11 MR. ORANGE: THAT IS THE SUMMARY, YES, YOUR HONOR,  
12 THAT'S CORRECT.

13 THE COURT: AND MR. DAY, PLEASE?

14 MR. DAY: YES.

15 ALSO, THE SETTLEMENT WOULD ALSO HAVE WRITTEN  
16 DOCUMENTATION THAT THE TERMS WOULD ALSO INCLUDE A WAIVER  
17 OF 1542, THERE WOULD BE A WAIVER OF COSTS, EACH SIDE WOULD  
18 BEAR ITS OWN ATTORNEYS' FEES. AND ALSO THE SETTLEMENT  
19 WOULD BE SUBJECT TO FINAL APPROVAL BY THE BOARD OF  
20 SUPERVISORS.

21 THE COURT: ALL RIGHT. AND IS THAT AGGEEABLE WITH BOTH  
22 DEFENSE COUNSEL?

23 MR. SWEENEY: PLAINTIFFS' COUNSEL?

24 YES.

25 MR. ORANGE: YES, YOUR HONOR."

26 See Exhibit "A" to Day Decl., p. 2.

27 Rules of Professional Conduct, Rule 5-200 provides that: "In presenting a matter to a tribunal  
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1 a member: (B) Shall not seek to mislead the judge, judicial officer, or jury by an artifice or false  
2 statement of fact or law.” To the extent Mr. Orange contends that Plaintiff Anjae Gilbert was not  
3 part of the settlement placed being placed on the record, he owed a professional duty to disclose that  
4 fact to the Court at the time of the Mandatory Settlement Conference.

5 The fact that Mr. Orange remained uncharacteristically silent as to purporting to carve out any  
6 claims of Plaintiff Anjae Gilbert when the settlement was being placed on the record speaks volumes  
7 in support of the fact the settlement was, in fact, a global settlement.

8 **B. Consent To Settlement On The Record**

9 For oral consent to a settlement agreement to be valid, “[u]nambiguous assent, expressed  
10 orally, is required in order to ‘minimize[] the possibility of conflicting interpretations of [a]  
11 settlement.’” *Conservatorship of McElroy* (2002) 104 Cal. App. 4<sup>th</sup> 536, 551. Requiring the parties  
12 to stipulate in writing or orally before the court “tends to insure that the settlement is the result of  
13 their mature reflection and deliberate assent. This protects the parties against hasty and improvident  
14 settlement agreements by impressing upon them the seriousness and finality of the decision to settle,  
15 and minimizes the possibility of conflicting interpretations of the settlement. It also protects from  
16 impairment of their substantial rights without their knowledge and consent.” *Levy v. Superior Court*  
17 (1995) 10 Cal. 4<sup>th</sup> 578, 585 (fn. and internal citations omitted.)

18 The parties must have manifested mutual assent or consent to the agreement to be bound by  
19 its terms. *Weddington Productions, Inc. v. Flick* (1998 (60 Cal. App. 4<sup>th</sup> 793, 811. The existence of  
20 mutual consent is determined by objective rather than subjective criteria, the test being what the  
21 outward manifestations of consent would lead a reasonable person to believe.” *Ibid.*

22 Following the placement of the settlement terms on the record by counsel at the June 27<sup>th</sup>  
23 hearing, the following colloquy occurred between the Court and the parties:

24 “THE COURT: AND MS. GILBERT, WITH THAT AS THE TOTAL  
25 AGREEMENT, IS THAT AGREEABLE WITH YOU AS WELL?

26 TAMAI GILBERT: YES

27 THE COURT: THANK YOU. AND LET ME ASK ARE YOU  
28

1 AUTHORIZED – WE CAN BRING IN YOUR CLIENT IF YOU WISH, OR I CAN  
2 ASK YOU MR. ORANGE, IF IF YOU ARE AUTHORIZED TO ACCEPT THE  
3 \$100,000 ON BEHALF OF YOUR CLIENT.

4 MR. ORANGE: I'M AUTHORIZED AND I ACCEPT.

5 THE COURT: THANK YOU.

6 ....

7 THE COURT: MR. ORANGE, YOU WANTED TO SAY SOMETHING?

8 MR. ORANGE: I JUST WANT TO SAY MY CLIENT, MS. FORD IS IN  
9 THE BACK OF THE COURTROOM NOW.

10 THE COURT: OKAY. MS. FORD ARE YOU ABLE TO HEAR ME?

11 TAMARA FORD: YES.

12 THE COURT: OKAY. AND THE AGREEMENT IS THAT OUT OF THE  
13 TOTAL SETTLEMENT, YOU WILL BE RECEIVING \$100,000.

14 DO YOU UNDERSTAND AND AGREE TO THAT, MA'AM?

15 TAMARA FORD: YES.

16 THE COURT: THANK YOU, MA'AM."

17 See Exhibit "A" to Day Decl., pp. 2-3 and 5-6.

18 Thus, the parties fully acknowledged the settlement and their agreement with the terms of the  
19 settlement.

20 V. **CONCLUSION**

21 For the reasons set forth herein, the Court should grant the Motion to Enforce in its entirety and  
22 order the settlement between the parties placed on the record to be binding and enforceable.

23 DATED: October 24, 2017

HAROLD G. BECKS & ASSOCIATES

24 By 

HAROLD G. BECKS

DOUGLAS L. DAY

Attorneys for Defendants

COUNTY OF LOS ANGELES and

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**PROOF OF SERVICE**  
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the City of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 3250 Wilshire Boulevard, Suite 708, Los Angeles, California 90010.

On October 24, 2017, I served the foregoing document described as: **DEFENDANTS' MOTION TO ENFORCE SETTLEMENT AS TO PLAINTIFF ANJAE GILBERT AND HIS GUARDIAN AD LITEM TAMARA FORD; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF DOUGLAS L. DAY IN SUPPORT OF MOTION AND IN SUPPORT OF REQUEST OF ATTORNEYS' FEES; DECLARATION OF EDWIN LEWIS**, to all interested parties in this action by a true and accurate copy thereof, enclosed in sealed envelopes, addressed as follows:

John E. Sweeney, Esq., SBN 116285  
The Sweeny Firm  
315 S. Beverly Drive, Suite 305  
Beverly Hills, CA 90212  
Tel.: (310) 277-9595  
Fax: (310) 277-0177  
[jes@thesweeneyfirm.com](mailto:jes@thesweeneyfirm.com)

Olu K. Orange, Esq.  
ORANGE LAW OFFICES  
3435 Wilshire Blvd, Ste. 2910  
Los Angeles, CA 90010

**Attorney for Plaintiffs**

**BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

**BY E-MAIL:** I transmitted by electronic mail the above-described documents to the parties indicated at the email address provided by the parties being served and per prior agreement.

**BY PERSONAL SERVICE:** I hand delivered such envelope to the named addressee(s).

**BY FACSIMILE:** The facsimile machine I used complied with Rule 2003(3) and no error was reported by the machine. Pursuant to Rule 2005(I), I caused the machine to print a report of the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 24, 2017, at Los Angeles, California.

  
\_\_\_\_\_  
Sara Justice