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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ORANGE - CENTRAL JUSTICE CENTER
12

13 **PEOPLE OF THE STATE OF
CALIFORNIA,**

14 Plaintiff,

15 v.

16
17 **ASSOCIATION FOR POLICE AND
SHERIFFS, INC., CALVIN BUTLER, JR.,
18 ET AL.**

19 Defendants.

Case No. 30-2009 00123781

**SETTLEMENT AGREEMENT AND
[PROPOSED] ORDER**

Dept: C-12
Judge: The Honorable Jamoa A.
Moberly

Action Filed: May 29, 2009

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22 1. This Settlement Agreement and Order are entered into by, between, and among the
23 settling parties, Plaintiff, the People of the State of California ("the People"), by Edmund G.
24 Brown Jr., Attorney General of the State of California ("Attorney General"), and Defendant
25 Calvin Butler, Jr. (hereinafter "Defendant Butler") (hereinafter also collectively referred to as
26 "the Settling Parties"). The Attorney General, on behalf of the People, sued Defendant Butler in
27 the underlying action for breach of fiduciary duty, for negligence, for deceptive and misleading
28

1 charitable solicitations, for unfair competition, and for disseminating false or misleading
2 statements. Defendant Butler denies any wrongdoing. The Settling Parties, each of whom,
3 desiring to avoid the expense, uncertainty, and inconvenience of further litigation in the above-
4 captioned matter, state all claims alleged against Defendant Butler arising out of the above-
5 captioned action have been settled, and that the Court may enter the proposed Order attached
6 hereto, on the following facts, terms, and conditions:

7 2. The Court has personal jurisdiction of the Settling Parties and subject matter
8 jurisdiction of the above-captioned action. The Court shall retain jurisdiction of the above-
9 referenced action and over the Settling Parties until final performance of the Settlement
10 Agreement stated herein. Any applicable statute, rule or court order affecting timely prosecution
11 of this action, including the 5-year dismissal statute and the 10-year statute of limitations under
12 Government Code section 12596 are hereby tolled. The Court shall retain jurisdiction as the ends
13 of justice may require for the purpose of enabling any party to this Settlement Agreement to apply
14 to the Court at any time for such further orders and directions as may be necessary or appropriate
15 including, but not limited to, the following: (a) the construction or carrying out of this
16 Settlement Agreement, (b) the enforcement of any provisions of the Settlement Agreement, and
17 (c) the punishment of any violations of the Settlement Agreement. This Settlement Agreement
18 constitutes a stipulation for settlement and shall be enforceable under Code of Civil Procedure
19 section 664.6.

20 3. Cooperation: Defendant Butler will fully cooperate and assist the Attorney General in
21 his prosecution of the Action against the remaining defendants in *People v. Association for Police*
22 *and Sheriffs, et al* (Orange County Superior Court case number 30-2009-00123781). Such
23 cooperation shall include, without limitation:

- 24 a. Providing promptly and without the necessity for a formal discovery
25 request, any and all information and documents reasonably available to
26 Defendant Butler to the Attorney General in his investigation of the
27 facts, events and occurrences at issue in the Action;
28 b. Testifying fully and truthfully regarding all events, occurrences,
transactions and facts known to Defendant Butler relevant to, or
discoverable in, the Action; and

1 13. The Settlement Agreement may be executed in separate counterparts, each of which
2 shall be deemed an original, and said counterparts shall together constitute one Settlement
3 Agreement, binding all parties hereto notwithstanding that all of the parties are not signatory to
4 the original or same counterpart, and shall be delivered to Sonja K. Berndt, Office of the Attorney
5 General, 300 S. Spring Street, Los Angeles, CA 90013.

6 IT IS SO AGREED.

7 DATE: 5/3/2010

EDMUND G. BROWN JR, Attorney General

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10 By *Sonja K. Berndt*
11 SONJA K. BERNDT
12 Deputy Attorney General
Attorneys for the People of the State of California

13 DATE: 5/3/2010

CALVIN BUTLER, JR.

14
15 By *Calvin Butler*
16 CALVIN BUTLER, JR. in pro per

17
18 ORDER

19 IT IS SO ORDERED.

20
21 DATE:

JAMOA A. MOBERLY
Judge of the Superior Court

22
23
24 LA2009603055

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26 STATE OF ARIZONA
COUNTY OF Maricopa
27 On this 3 day of May 20 10 before me personally
28 appeared Calvin Butler (name of signer), whose
identity was proved to me by satisfactory evidence to be the
person whose name is subscribed to the document, and who acknowl-
edged that he/she signed the above attached document. 4

(55a) SETTLEMENT AGREEMENT & [PROPOSED] ORDER (CALVIN BUTLER) (30-2009 00123781)

[Handwritten signature]

RONDA L. DeBACCO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
7-2013