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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES  
11 CENTRAL DISTRICT  
12

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

14 Plaintiff,

15 v.

16 **LAW ENFORCEMENT APPRENTICESHIP**  
17 **PROGRAM, ET AL.**

18 Defendants.  
19

Case No. BC414648

**SETTLEMENT AGREEMENT  
BETWEEN DEFENDANT  
WILLIAM HEMBY AND  
PLAINTIFF**

20 1. Parties. This Settlement Agreement is between, and among the settling  
21 parties, Plaintiff, the People of the State of California (“the People”), by Kamala D.  
22 Harris, Attorney General of the State of California (“Attorney General”) and  
23 Defendant William Hemby (hereinafter, “Settling defendant” or “HEMBY”).

24 2. Recitals.

25 2.1 Defendant HEMBY, served as executive director to Law Enforcement  
26 Apprenticeship Program, from 2004 to 2007.

27 2.2 In May of 2009, the Attorney General, on behalf of the People, sued Law  
28 Enforcement Apprenticeship Program, its directors and officers, including Hemby

1 for breach of fiduciary duty and charitable trust, negligence, negligence per se, for  
2 unfair competition, and for filing and distributing false and incomplete records.

3 2.3 HEMBY denies any wrongdoing.

4 2.4 The Settling Parties, each of whom, desiring to avoid the expense,  
5 uncertainty, and inconvenience of further litigation in this case, state all claims  
6 alleged against Defendant arising out of the Action have been settled.

7 3. Settlement Terms-Non-monetary

8 3.1 HEMBY will resign as executive director to Law Enforcement  
9 Apprenticeship Program.

10 3.2 For three years, starting on the date in which this settlement agreement is  
11 fully executed, HEMBY will not serve as a director or an officer of any California  
12 charitable organization/entity/foundation/group or charitable trust.

13 3.3 For three years, starting on the date in which this settlement agreement is  
14 fully executed, HEMBY will not exercise any control over, or be in a position to  
15 exercise any control, over any assets of any California charitable  
16 organization/entity/foundation/ or charitable trust.

17 3.4 For three years, starting on the date in which this settlement agreement is  
18 fully executed, HEMBY will be enjoined from founding any charitable  
19 organization in California.

20 4. General Provisions

21 4.1 Upon the successful completion of all terms of this Agreement, the  
22 Settling Parties hereby release and discharge each other party, his/her/its  
23 employees, officers, agents, successors and assigns from all civil liability, civil  
24 claims, and civil damages known to them that relate to, or arise from, the  
25  
26  
27 allegations set forth in the Complaint. The release and discharge set forth in this  
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1 paragraph is binding only on the parties to this Settlement Agreement. Further, this  
2 release and discharge shall not be construed to limit or prevent any party's ability to  
3 enforce the terms of this Agreement.  
4

5 4.2 This Settlement Agreement shall not constitute an admission or finding  
6 of any wrongdoing, fault, violation of law, or liability of any Defendant.  
7

8 4.3 This Settlement Agreement contains the entire agreement and  
9 understanding among the Settling Parties concerning the subject matter of the  
10 Action and supersedes all other agreements of any kind concerning the subject  
11 matter of the Action. Each of the undersigned warrants that no promise or  
12 inducement has been offered to them except as set forth herein and that the  
13 Settlement Agreement is executed without reliance upon any statement or  
14 representation by any persons or parties, or their representatives, concerning the  
15 nature and extent of injuries and/or damages and/or legal liability herein.  
16  
17

18 4.4 Each of the Settling Parties acknowledges that he, she, or it has read the  
19 entire Settlement Agreement and understands it and, in addition, has had an  
20 opportunity to discuss the content with an attorney and make whatever  
21 investigation or inquiry that party may deem necessary or desirable in connection  
22 with the subject matter of the Agreement.  
23  
24

25 4.5 Each of the parties warrants that he, she, or it is legally competent to  
26 execute the Settlement Agreement. Any person executing this Settlement  
27 Agreement on behalf of any Settling Party does hereby personally represent and  
28

1 warrant to the other parties that he/she/it has the authority to execute this Settlement  
2 Agreement on behalf of, and to fully bind, that party.  
3

4 4.6 This Settlement Agreement shall be binding upon the heirs, devisees,  
5 executors, affiliates, administrators, successors, assigns, officers, directors, trustees,  
6 executors, agents and employees of each and every one of the Settling Parties.  
7

8 4.7 This agreement serves to resolve all disputed claims between the parties.  
9 It is agreed that the complaint against this defendant shall be dismissed with  
10 prejudice to ensure finality of the litigation and plaintiff will not pursue any  
11 remedies in either state or federal court arising out of claims related to LEAP.  
12

13 4.8 This Settlement Agreement and all rights and obligations arising out of it  
14 shall be governed and construed in accordance with the laws of the State of  
15 California.  
16

17 4.9 This Settlement Agreement may be executed in separate counterparts,  
18 each of which shall be deemed an original, and said counterparts shall together  
19 constitute one Settlement Agreement, binding all parties hereto notwithstanding  
20 that all of the parties are not signatory to the original or same counterpart. All  
21 original signatures shall be delivered to Tania M. Ibanez, Office of the Attorney  
22 General, 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.  
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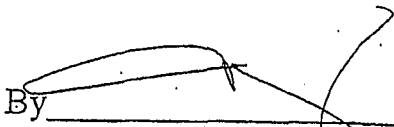
IT IS SO AGREED.

DATE:

March 7, 2011

KAMALA D. HARRIS, Attorney General

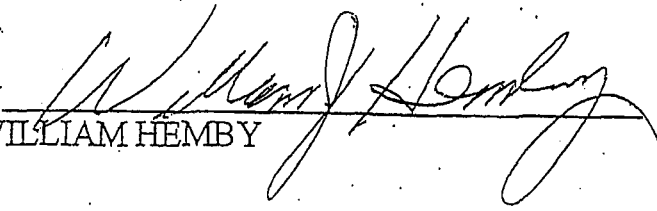
By

  
TANIA M. IBANEZ, Deputy Attorney General  
Attorneys for the People of the State of California

DATE:

March 5, 2011

By

  
WILLIAM HEMBY