

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EDMUND G. BROWN JR.  
Attorney General of California  
KELVIN C. GONG  
Supervising Deputy Attorney General  
TANIA M. IBANEZ  
Deputy Attorney General  
State Bar No. 145398  
300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
Telephone: (213) 897-0218  
Fax: (213) 897-7605  
E-mail: tania.ibanez@doj.ca.gov  
*Attorneys for People*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CENTRAL DISTRICT

PEOPLE OF THE STATE OF CALIFORNIA,  
  
Plaintiff,  
  
v.  
  
LAW ENFORCEMENT APPRENTICESHIP  
PROGRAM, ET AL.  
  
Defendants.

Case No. BC414648

SETTLEMENT AGREEMENT  
BETWEEN DEFENDANT MONTY  
HOLDEN AND PLAINTIFF

1. Parties. This Settlement Agreement and Order are entered into by, between, and among the settling parties, Plaintiff, the People of the State of California ("the People"), by Edmund G. Brown Jr., Attorney General of the State of California ("Attorney General") and Defendant Monty Holden (hereinafter, collectively, also referred to as "Settling defendants").

2. Recitals.

2.1 Defendant Monty Holden, (hereinafter "HOLDEN"), held various positions of authority and control over Law Enforcement Apprenticeship Program, serving as president from 2000 to 2005.

1           2.2 In May of 2009, the Attorney General, on behalf of the People, sued HOLDEN in the  
2 underlying action for conspiracy to defraud donors, deceptive and misleading charitable  
3 solicitations, for breach of fiduciary duty and charitable trust, negligence, negligence per se, for  
4 unfair competition, and for filing and distributing false and incomplete records.

5           2.3 HOLDEN denies any wrongdoing.

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

9           3.   Settlement Terms-Monetary.

10          3.1 HOLDEN agrees to pay to Plaintiff \$30,000 (Thirty thousand dollars) in settlement of  
11 this case. \$15,000 (Fifteen thousand dollars), representing one half of the settlement payment,  
12 shall be retained by the Attorney General for fees and costs incurred by the Charitable Trusts  
13 Section in this action, pursuant to Government Code sections 12598 and 12586.2. The monies  
14 retained by the Attorney General shall be used exclusively by the Charitable Trusts Section for  
15 the administration of the Attorney General's charitable trust enforcement responsibilities. The  
16 other half of the settlement payment, in the amount of \$15,000, shall be deposited into the  
17 Attorney General's Litigation Deposit Fund for the benefit of the California Community  
18 Foundation, a California nonprofit public benefit corporation. Said funds shall be distributed to  
19 the California Community Foundation for the specific purpose of supporting programs that  
20 provide mentoring for at-risk youth.

21          3.2 The \$30,000 payment shall be paid by HOLDEN or before December 31, 2010. All  
22 payments pursuant to this paragraph of the Settlement Agreement shall be made payable to the  
23 California Department of Justice and shall be delivered to the Attorney General's Office at 300 S.  
24 Spring Street, Los Angeles, California 90013, to the attention of Deputy Attorney General Tania  
25 M. Ibanez.

26          4.   Settlement Terms-Non-monetary

27          4.1 HOLDEN is permanently enjoined from serving as a director or an officer of any  
28 California charitable organization/entity/foundation/group or charitable trust.

1           4.2 HOLDEN is permanently enjoined from exercising any control, or be in a position to  
2 exercise any control, over any assets of any California charitable organization/entity/foundation/  
3 or charitable trust.

4           4.3 HOLDEN is permanently enjoined from founding any charitable organization in  
5 California.

6           4.5 Cooperation: HOLDEN will fully cooperate and assist the Attorney General in his  
7 prosecution of the Action against the remaining defendants in *People v. Law Enforcement*  
8 *Apprenticeship Program BC414648*. Such cooperation shall include, without limitation:

- 9
- 10           a. Providing promptly and without the necessity for formal discovery  
11           request, any and all information and documents reasonably available to  
12           HOLDEN to the Attorney General in their investigation of the facts,  
13           events and occurrences at issue in the Action.
  - 14           b. Testifying fully and truthfully regarding all events, occurrences,  
15           transactions and facts known to HOLDEN relevant to or discoverable in  
16           the Action.
  - 17           c. Upon reasonable prior notice by Plaintiff's counsel, HOLDEN will be  
18           available to testify at deposition, court hearings and trial, without the  
19           necessity of subpoena, court order, or the payment of witness-related  
20           fees.
  - 21           d. Permitting direct communication between HOLDEN and the Attorney  
22           General to expedite this cooperation and assistance to expedite this  
23           cooperation and assistance.

24           5.    General Provisions

25           5.1 Upon the successful completion of all terms of this Agreement, the Settling Parties  
26 hereby release and discharge each other party, his/her/its employees, officers, agents, successors  
27 and assigns from all civil liability, civil claims, and civil damages known to them that relate to, or  
28 arise from, the allegations set forth in the Complaint. The release and discharge set forth in this  
paragraph is binding only on the parties to this Settlement Agreement. Further, this release and  
discharge shall not be construed to limit or prevent any party's ability to enforce the terms of this  
Agreement.

1           5.2 This Settlement Agreement shall not constitute an admission or finding of any  
2 wrongdoing, fault, violation of law, or liability of any of the Defendant.

3           5.3 This Settlement Agreement contains the entire agreement and understanding among  
4 the Settling Parties concerning the subject matter of the Action and supersedes all other  
5 agreements of any kind concerning the subject matter of the Action. Each of the undersigned  
6 warrants that no promise or inducement has been offered to them except as set forth herein and  
7 that the Settlement Agreement is executed without reliance upon any statement or representation  
8 by any persons or parties, or their representatives, concerning the nature and extent of injuries  
9 and/or damages and/or legal liability herein.

11           5.4 Each of the Settling Parties acknowledges that he, she, or it has read the entire  
12 Settlement Agreement and understands it and, in addition, has had an opportunity to discuss the  
13 content with an attorney and make whatever investigation or inquiry that party may deem  
14 necessary or desirable in connection with the subject matter of the Agreement.

16           5.5 Each of the parties warrants that he, she, or it is legally competent to execute the  
17 Settlement Agreement. Any person executing this Settlement Agreement on behalf of any  
18 Settling Party does hereby personally represent and warrant to the other parties that he/she/it has  
19 the authority to execute this Settlement Agreement on behalf of, and to fully bind, that party.

21           5.6 This Settlement Agreement shall be binding upon the heirs, devisees, executors,  
22 affiliates, administrators, successors, assigns, officers, directors, trustees, executors, agents and  
23 employees of each and every one of the Settling Parties.

24           5.7 This Settlement Agreement is a product of bargained-for, arms-length negotiations  
25 among the Settling Parties and their counsel. No party shall be considered the author of this  
26 Agreement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

5.8 This Settlement Agreement and all rights and obligations arising out of it shall be governed and construed in accordance with the laws of the State of California.

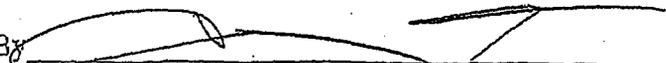
5.9 This Settlement Agreement may be executed in separate counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one Settlement Agreement, binding all parties hereto notwithstanding that all of the parties are not signatory to the original or same counterpart.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

IT IS SO AGREED.

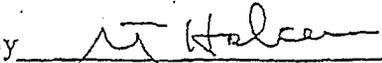
DATE:

EDMUND G. BROWN JR, Attorney General

12-2-10

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

DATE:

By   
MONTY HOLDEN

12-2-10