

SETTLEMENT AGREEMENT

RECITALS

WHEREAS, Jude Siapno and Clarence Mabanag (hereafter collectively "Grievants") were formerly employed as police officers in the Oakland Police Department; and

WHEREAS, the Grievants were dismissed from employment in November 2000 based on charges asserted by the City of Oakland ("the City"); and

WHEREAS, the Grievants appealed their respective dismissals, which eventually resulted in a bifurcated hearing in binding arbitration before Arbitrator Sara Adler ("Adler"); and

WHEREAS, on or around November 13, 2008, Adler issued a tentative decision denying the grievances based on the insubordination charges alone, and requesting the parties to meet and confer about certain remaining issues; and

WHEREAS, the parties met and conferred pursuant to Adler's direction, and have reached this Agreement which fully and forever resolves the disciplinary matters and related issues involving the Grievants,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City agrees to place a formal letter, in the form attached as Exhibit A, in the first position in each of the Grievants' respective official personnel files. These letters will become a part of and maintained in the Grievants' personnel files. Each of the Grievants will receive a copy of the letter for their personal records.
2. The City dismisses all remaining disciplinary charges against the Grievants.
3. The parties agree that this matter, and all matters related to the Grievants' dismissal from City employment, are now fully and finally resolved, and that Adler's decision may be issued as a final and binding decision, but it is not approved for publication.
4. Each of the Grievants, on behalf of themselves and their representatives (including the Oakland Police Officers Association), agree that this matter is fully and finally resolved, and each grievant hereby releases the City (including all officials, past and present employees, departments and divisions thereof) from any and all claims, rights, actions,

causes of action of every kind, costs, expenses, and attorneys' fees which each Grievant now has, or has ever had, or may hereafter have, on account of, resulting from, or related to the employment relationship between the Grievants and the City prior to and as of the date of execution of this agreement.

5. The parties also agree to dismiss with prejudice by a stipulation for an order of dismissal of any and all cross claims for declaratory relief filed in the United States District Court, Northern District of California captioned as Delphine Allen et al v City of Oakland et al, Master Case No. C-00-4599 TEH, including all cases related therein (Riders I) as well as all cross claims for declaratory relief captioned as Joseph Parker et al v City of Oakland et al Master Case No. C-00-4599 TEH, including all cases related therein (Riders II), each side to bear their own fees and costs.

5. Each of the Grievants, on behalf of themselves and their representatives, agree and acknowledge that any and all rights granted him under Section 1542 of the California Civil Code or any analogous state or federal law or regulation are hereby expressly waived. The Grievants each expressly assume all of the risks of this waiver of California Civil Code Section 1542. Said Section 1542 of the California Civil Code, reads as follows:

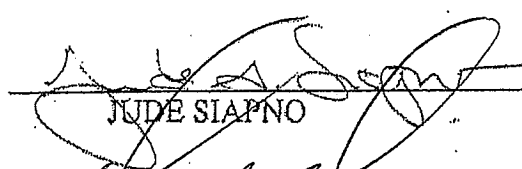
A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. The parties acknowledge that this Agreement constitutes the sole and entire agreement of the parties in this matter, that any modifications may only be effected by a writing signed by all affected parties, and that this Agreement and Release supersedes any prior written or oral agreement concerning the subject matter of its provisions.

7. This agreement may be executed in one or more counterparts, which will be construed together as forming one agreement. Signatures may be by facsimile. Any signature by facsimile shall have the same force and effect as a non-facsimile signature.

DATED:

30 DEC 09



JUDE SIAPNO


DATED:

26 JAN 09

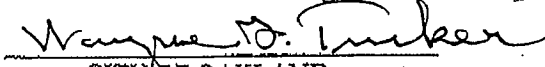


CLARENCE MABANAG


DATED: 1/26/2009

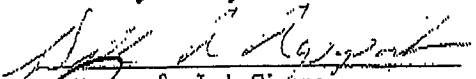

OPOA PRESIDENT
OPOA Dominique Arotzerna

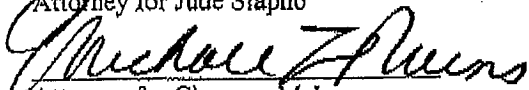
DATED: 30 Jan. 09


CITY OF OAKLAND
Wayne G. Tucker
Chief of ~~President~~
Police

APPROVED AS TO FORM:


Attorney for City of Oakland


Attorney for Jude Siapno


Attorney for Clarence Mabanag

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