

**FIRST AMENDMENT TO
SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS**

This First Amendment ("Amendment") to the original Settlement Agreement and General Release of Claims ("Agreement") is made and entered into this ___ day of April, 2017 ("Effective Date"), by and between Armando Sanchez, Alfred Williams and Juan Reinoso (collectively "Plaintiffs"), on the one hand, and the City of West Covina ("City"), on the other.

RECITALS

WHEREAS, Plaintiffs and the City entered into the original Agreement on February 21, 2017; and

WHEREAS, the Parties desire to execute this Amendment in order to make further agreement on attorneys' fees and costs, after having fulfilled the terms of the Agreement for the process required as to negotiation on that issue; and

WHEREAS, the Agreement provides in Section 15 that it may be modified "only if it is in writing and signed by the Party to be charged."

NOW, THEREFORE, the parties agree as follows:


1. In exercise of the rights reserved to the parties in Section 15 of the Agreement, the Parties amend the Agreement in the following respects:
 - a. Section 3 of the Agreement required the Parties to participate in a specified negotiation process "to attempt to agree as to Plaintiffs' claim for attorneys' fees and costs associated with the CVRA lawsuit."
 - b. The Parties, in compliance with their obligations to negotiate pursuant to Section 3, arrived at a negotiated and agreed upon amount for Plaintiffs' attorneys' fees and costs in connection with the CVRA lawsuit.
 - c. Specifically, the City shall pay to Plaintiffs, in full satisfaction of Plaintiffs' claim for attorneys' fees and costs in the "CVRA Lawsuit" (as that term is defined in the Agreement), \$220,000. This amount is in total settlement of all fees and costs of Plaintiffs, including any additional amount to which Plaintiffs might otherwise have been entitled to pursuant to Section 12 of the Agreement. In other words, Plaintiffs shall not be entitled to recover any other amounts in connection with the CVRA Lawsuit other than as provided for herein, including for (1) "recovering their attorneys' fees and costs" or (2) the "monitoring and addressing the development of the district map and Defendant's compliance with this Agreement" The total sum of

\$220,00 shall be the only amount to which Plaintiffs shall be entitled for attorneys' fees and costs in the CVRA Lawsuit, with the exception of any fees associated with enforcement of the Agreement or this Amendment, if any.

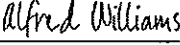
d. Having agreed on a total sum of Plaintiffs' fees and costs in the CVRA Lawsuit, the further resolution process provided for in Section 3, i.e., mediation/arbitration, is no longer required.

2. In all other respects the original Agreement shall continue in full force and effect, and the Parties intend no change or modification to the Agreement other than as stated explicitly herein.


Dated: 5/01, 2017

DocuSigned by:

Armando Sanchez


Dated: 4/27, 2017

DocuSigned by:

Alfred Williams

Dated: April 27, 2017

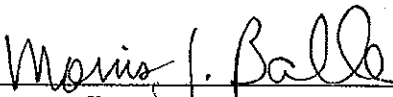
DocuSigned by:

Juan Reinoso

Dated: 5-2, 2017


Chris Freeland, City Manager
City of West Covina

Approved as to Form and Content:

Dated: April 30, 2017


Morris Baller, Esq.
Counsel for Plaintiffs

Dated: _____, 2017

Kevin Shenkman, Esq.
Counsel for Plaintiffs

Dated: _____, 2017

Kimberly Hall Barlow, Esq.
Counsel for Defendant,
City of West Covina

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Dated: _____, 2017

Armando Sanchez

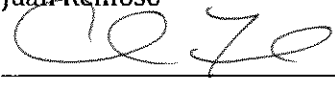
Dated: _____, 2017

Alfred Williams

Dated: _____, 2017

Juan Reinoso

Dated: 5-2, 2017



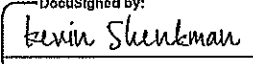
Chris Freeland, City Manager
City of West Covina

Approved as to Form and Content:

Dated: _____, 2017

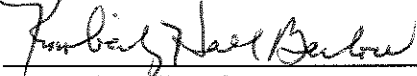
Morris Baller, Esq.
Counsel for Plaintiffs

Dated: 5/1/2017, 2017

DocuSigned by:


Kevin Shenkman, Esq.
Counsel for Plaintiffs

Dated: 5-2, 2017



Kimberly Hall Barlow, Esq.
Counsel for Defendant,
City of West Covina