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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

APR 06 2010

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5/20/08

Attorneys for Defendants BELLFLOWER UNIFIED SCHOOL DISTRICT
and LARRY COSTA

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

MELINDA KIMSEY,

Plaintiff,

vs.

BELLFLOWER UNIFIED SCHOOL DISTRICT, a school district; LARRY COSTA, an individual; and DOES 1 through 250, inclusive;

Defendants.

CASE NO. BC388465

FILING DATE: APRIL 4, 2008
JUDGE: HON. MEL RED RECANA
DEPARTMENT: 45

LARRY COSTA'S NOTICE OF MOTION AND MOTION TO ENFORCE SETTLEMENT AGREEMENT

[Filed Concurrently with Declaration of Robert J. Roché; Declaration of Larry Costa; [Proposed] Order; and Proof of Service]

Date : April 29, 2010
Time : 8:30 a.m.
Place : Dept. 45

Fees paid on 5/20/08

RECEIPT #: CCH478057045
DATE PAID: 04/06/10 01:12:05 PM
PAYMENT: \$40.00 0310
RECEIVED:
CHECK: 40.00
CASH:
CHANGE:
CARD:

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TABLE OF CONTENTS

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
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27
28

MEMORANDUM OF POINTS AND AUTHORITIES 1

I. INTRODUCTION 1

II. STATEMENT OF FACTS 1

III. ARGUMENT 5

**A. THIS COURT HAS JURISDICTION TO HEAR
 MR. COSTA’S MOTION FOR ENFORCEMENT OF
 SETTLEMENT AGREEMENT.** 5

B. THE SETTLEMENT AGREEMENT IS ENFORCEABLE. 5

**C. THE TERMS AND INTENDED PURPOSE OF THE
 PARTIES’ SETTLEMENT ARE UNAMBIGUOUS.** 6

**D. PLAINTIFF’S DEFACING OF HER “LETTER OF
 APOLOGY” WITH REFERENCES TO
 EVIDENCE CODE SECTION 1152(a), IS AN ACT
 OF BAD FAITH THAT DEPRIVES MR. COSTA OF
 THE BENEFIT OF HIS BARGAIN.** 8

IV. CONCLUSION 10

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TABLE OF AUTHORITIES

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19
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27
28

STATE CASES

Gopal v. Yoshikawa (1983)
147 Cal. App. 3d 128, 131 5

Pacific Grove-Asilomar Operating Corp. v. County of Monterey (1974)
43 Cal. App. 3d 675, 686 6

Richardson v. Richardson (1986)
180 Cal. App. 3d 91, 97 5, 6

Richardson, 180 Cal. App. 3d at 94 6

STATE STATUTES

Code of Civil Procedure section 664.6 i, 5

Code of Civil Procedure section 998 1

Cal. Civ. Code § 1641 7

Evidence Code section 1152(a) 2, 3, 4, 8, 9

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1 **TO PLAINTIFF AND TO HER ATTORNEYS OF RECORD:**

2 **NOTICE IS HEREBY GIVEN** that on April 29, 2010, at 8:30 a.m., or as soon thereafter as
3 the matter may be heard, in Department 45 of the Los Angeles County Superior Court, located at 111
4 N. Hill Street, Los Angeles, California, Defendant Larry Costa ("Mr. Costa") will, and hereby does,
5 move the Court for an order compelling Plaintiff Melinda Kimsey to perform the terms of the
6 Settlement Agreement she entered into with Mr. Costa on September 1, 2009, before the Honorable
7 Mel Red Recana, Judge. Specifically, Mr. Costa requests that the Court order Plaintiff to pay him
8 \$100 via her personal check, and transmit to him a letter of apology containing only the language Mr.
9 Costa accepted and free of any watermark, irregular formatting, or language that was not agreed upon
10 at the September 1, 2009 Mandatory Settlement Conference. A copy of such acceptable letter of
11 apology is attached as Exhibit 1 to the concurrently served Proposed Order. The motion will be made
12 on the grounds that such an order is necessary to enforce the parties' Settlement Agreement pursuant
13 to Code of Civil Procedure section 664.6.

14 The motion will be based on this notice of motion, the declarations of Robert J. Roché and
15 Larry Costa, the memorandum of points and authorities served and filed herewith, the records,
16 pleadings, and other documents of this action now on file with this Court, and on such other evidence
17 as may be presented by counsel at the hearing of the motion.

18
19 Dated: April 6, 2010

NEWELL, CAMPBELL & ROCHE LLP
ROBERT M. NEWELL, JR.
ROBERT J. ROCHE
DENISE A. MARTÍNEZ

20
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23 By: 

ROBERT J. ROCHE

Attorneys for Defendants BELLFLOWER
UNIFIED SCHOOL DISTRICT and LARRY COSTA

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 On September 1, 2009, Plaintiff Melinda Kimsey ("Plaintiff") and Defendant Larry Costa
5 ("Mr. Costa") stipulated to the terms of a Settlement Agreement "on the record" before this Court.
6 Plaintiff agreed to have judgment entered against her pursuant to Code of Civil Procedure ("CCP")
7 section 998 and in Mr. Costa's favor including Plaintiff's obligation to pay Mr. Costa the amount of
8 \$100, write Mr. Costa a check for \$100 to satisfy that judgment, and provide Mr. Costa with a letter
9 of apology containing agreed language where Plaintiff apologizes for having filed this lawsuit.
10 Plaintiff has failed to properly do either. Mr. Costa therefore moves this Court for an order
11 compelling Plaintiff's full and complete performance of the Settlement Agreement.

12 **II.**

13 **STATEMENT OF FACTS**

14 This action for sexual harassment and failure to prevent a hostile work environment was
15 filed by Plaintiff on April 4, 2008. See Complaint, Los Angeles County Superior Court Case No.
16 BC388465, styled *Melinda Kimsey v. Bellflower Unified School District, et al.* After almost a year
17 and a half of vigorous discovery and law and motion practice, the case came before this Court for a
18 Mandatory Settlement Conference ("MSC") on September 1 and 2, 2009.

19 By the close of the MSC on the first day, Plaintiff had agreed to settle her claims against Mr.
20 Costa. The agreed terms were put on the record in open court, and the Court acknowledged that the
21 terms were a public record. See Reporter's Transcript of Proceedings ("RTP"), Sept. 1 and Sept. 2,
22 2009, Declaration of Robert J. Roché ("Roché Decl.") ¶ 9, Ex. A, at 6:1. A Bellflower Unified
23 School District ("BUSD") administrator was present at all times at both sessions of the MSC. Mr.
24 Costa was present at the first session and excused from the September 2nd session by this Court.
25 (Roché Decl. ¶¶ 9 & 10.)

26 On the first day of the MSC, Plaintiff agreed that judgment would be entered against her and
27 in favor of Mr. Costa under CCP section 998, and she agreed to write Mr. Costa a check in the sum of
28 \$100 to satisfy that judgment, which was to be received within ten days in exchange for Mr. Costa

1 generally releasing all his claims against Plaintiff, including his claim for malicious prosecution.

2 (Roché Decl. ¶ 11, Ex. A, at 1:18-28.) Plaintiff further agreed to sign a letter of apology stating:

3 “It is with great sincerity that I regret filing my lawsuit against Larry
4 Costa. In hindsight, [I know –] I now realize that my lawsuit against
5 M.r. Costa should not have been filed, and there is no evidentiary basis
6 to support my allegations against him[.]”

7 (Roché Decl. ¶ 11, Ex. A, at 2:1-7.)

8 It was agreed the letter of apology could be used by Mr. Costa for “credentialing purposes,”
9 and in return Plaintiff would agree to a unilateral non-disparagement pledge as to Mr. Costa. (Roché
10 Decl. ¶ 12, Ex. A, at 6:2-11.) Mr. Costa was not required under the Settlement Agreement to make
11 such a pledge of non-disparagement. Plaintiff’s counsel refused BUSD’s counsel’s and the Court’s
12 invitation to extend Plaintiff’s unilateral promise of non-disparagement to BUSD. Instead, Plaintiff’s
13 counsel made clear that the unilateral non-disparagement pledge applied only to and in favor of Mr.
14 Costa and said “[w]e’re just talking about Mr. Costa right now.” (Roché Decl. ¶ 12, Ex. A, at 6:7-8.)

15 During the MSC on September 1, 2009, Plaintiff’s counsel asked if a waiver of malicious
16 prosecution by Mr. Costa could be put on the record. (Roché Decl. ¶ 13, Ex. A, at 2:17-2:18.) Mr.
17 Costa’s counsel agreed to do so stating that “Mr. Costa does agree to waive claims he may have to
18 costs and *malicious prosecution* adding to the general release that’s mutual between the parties.”
19 (Roché Decl. ¶ 13, Exhibit A, at 2:19-2:22) (emphasis added).

20 Thus, day one of the MSC ended with a Settlement Agreement reached by and between Mr.
21 Costa and Plaintiff. (Roché Decl. ¶ 14.) Judge Recana did not make a ruling on September 1, 2009
22 regarding the admissibility of the letter of apology. *Id.*; see also Roché Decl. ¶ 7, Ex. D, at 13:4-7.
23 Nevertheless, on day two, as a final item, Plaintiff’s counsel requested confirmation that the prior
24 day’s proceedings concerning Mr. Costa constituted settlement negotiations within the meaning of
25 California Evidence Code section 1152(a), and that the “settlement cannot be used against Ms.
26 Kimsey by the District in any administrative action against her with respect to the terms of the
27 settlement that was reached and put on the record yesterday [with Mr. Costa].” (Roché Decl. ¶ 15,
28 Ex. B, at 2:9-23.) BUSD’s counsel responded that Plaintiff and BUSD were not entering into an

1 agreement. Rather, Plaintiff was dismissing her complaint voluntarily as to BUSD, “and whatever
2 rights or obligations flow from the decision that she made [yesterday] to resolve her dispute with Mr.
3 Costa, they are what they are, but the District is reserving all of its rights.” (Roché Decl. ¶ 16, Ex. B,
4 at 2:24 to 3:8.)

5 Thereafter, on September 15, 2009, Plaintiff’s counsel, purporting to satisfy Plaintiff’s
6 settlement obligations to Mr. Costa, wrote to Mr. Costa’s counsel enclosing \$100 in cash and
7 Plaintiff’s so-called “letter of apology.” (Roché Decl. ¶ 17, Ex. F.) The letter was printed on paper
8 bearing a continuous watermark with the words “EVIDENCE CODE 1152(a) PRIVILEGED
9 SETTLEMENT COMMUNICATION AS STATED BY THE HONORABLE JUDGE MEL RED
10 RECANA, LOS ANGELES SUPERIOR COURT” These words are repeated across 45 lines of
11 text. (Roché Decl. ¶ 17.) Additionally, the words “CA EVIDENCE CODE 1152(a) PRIVILEGED
12 SETTLEMENT COMMUNICATION,” are superimposed in bold over the watermark on the first
13 line. The exact words of apology agreed to by Plaintiff in open court are, likewise, superimposed
14 over the watermark in a strange fashion; they are haphazardly scattered across 12 widely-separated
15 lines on the page in no particular pattern, effectively obscuring their meaning. (Roché Decl. ¶ 18.)
16 Plaintiff’s signature appears at the bottom of the page, also superimposed over the watermark.
17 (Roché Decl. ¶ 19.) The structure of the “letter” is a mockery of its intended purpose. *Id.*

18 During the MSC, Mr. Costa participated in various in-chambers session with his counsel and
19 Judge Recana. Declaration of Larry Costa (“Costa Decl.”), ¶ 3. Mr. Costa explained to the Judge
20 that he wanted a personal check for \$100 from Plaintiff to release his claims against Plaintiff because
21 he knew how important money was to Plaintiff and he believed Plaintiff brought the lawsuit in an
22 attempt to extort money from the District and himself. *Id.* The amount of the check was not
23 important; it was the act of Plaintiff writing a check to Mr. Costa that was a symbolic gesture for him.
24 *Id.* For this reason, Mr. Costa was willing to accept the token amount of \$100 in exchange for his
25 release. *Id.* Otherwise, Mr. Costa believed, and continues to believe, his malicious prosecution
26 claim was worth much more than \$100 but he was willing to accept the token sum if it was paid by
27 Plaintiff’s check. *Id.*; see also Roché Decl. ¶ 5, Ex. C, at 721:3 - 725:7. Mr. Costa believes the cash
28 payment was intended to circumvent the symbolic act of Plaintiff writing him a check and that a

1 cashier's check would be equally insufficient. (Costa Decl. ¶ 4.)

2 Regarding the letter of apology, Mr. Costa agreed to accept specific language and nothing
3 more. Judge Recana did not make a ruling on September 1, 2009 regarding the admissibility of the
4 apology. (Roché Decl. ¶ 7, Ex. E, at 13:4-7 (Court refers to section 1152(a) as court's observation
5 not a ruling); ¶ 14.) Furthermore, Mr. Costa never agreed to permit Plaintiff to include language in
6 her apology regarding the Evidence Code or any observation made by Judge Recana on September 2,
7 2009, the next day (when Mr. Costa was not present to provide his consent and to which his counsel
8 objected in open court.) (Costa Decl. ¶ 6.) He also did not agree that the letter could include a
9 watermark or that the words of apology would float randomly across the page. *Id.* Mr. Costa
10 believes Plaintiff's inclusion of extraneous language regarding its inadmissibility under the Evidence
11 Code, as well as Judge Recana's statement and the watermark, was never agreed to by the parties and
12 undermines the letter of apology's meaning and Mr. Costa's ability to use the letter for "credentialing
13 purposes" as intended and agreed. (Costa Decl. ¶ 7.)

14 On September 16, 2009, Mr. Costa's counsel wrote to Plaintiff's counsel, David Klehm, and
15 explained that Plaintiff was required to write a check to Mr. Costa, and that the extraneous language
16 in the letter of apology violated the terms of the parties' Settlement Agreement. (Roché Decl. ¶ 20,
17 Ex. G.) On September 18, 2009, Mr. Klehm responded by insisting that the payment of \$100 was the
18 principal focus of the Settlement Agreement, and that the record of the hearing which Mr. Costa's
19 counsel "helped create is devoid of any prohibition for including a watermark behind the agreed upon
20 statement." (Roché Decl. ¶ 21, Ex. H.) Mr. Costa's counsel responded in writing that same day,
21 explaining the various reasons why Plaintiff's performance violated the Settlement Agreement,
22 including the fact that Mr. Costa had made clear to Judge Recana that it was important that Plaintiff
23 write him a check as a symbolic gesture. (Roché Decl. ¶ 22, Ex. I.) Plaintiff's counsel ignored the
24 letter. (Roché Decl. ¶ 22.)

25 After two months of silence, Mr. Costa's counsel wrote again to Plaintiff's counsel, this time
26 returning the cash payment and requesting that Plaintiff send a personal check for \$100 payable to
27 Mr. Costa. (Roché Decl. ¶ 23, Ex. J.) Plaintiff's counsel ignored this letter also. (Roché Decl. ¶ 23.)
28 Finally, on December 29, 2009, Mr. Costa's counsel wrote to Plaintiff's counsel to meet and confer in

1 advance of the filing of this Motion. (Roché Decl. ¶ 24, Ex. K.) Mr. Costa’s counsel asked once
2 again that Plaintiff comply with her obligations under the Settlement Agreement. (Roché Decl. ¶ 24.)
3 In response, Plaintiff’s counsel left a telephone message for Mr. Costa’s counsel stating that he
4 wished to discuss settlement. (Roché Decl. ¶ 25.) On January 5, 2010, Mr. Costa’s counsel
5 responded in writing to Plaintiff’s counsel, requesting a written proposal. (Roché Decl. ¶ 25, Ex. L.)
6 Plaintiff’s counsel never responded. (Roché Decl. ¶ 25.)

7 **III.**

8 **ARGUMENT**

9 **A. THIS COURT HAS JURISDICTION TO HEAR MR. COSTA’S MOTION FOR**
10 **ENFORCEMENT OF SETTLEMENT AGREEMENT.**

11 This Court has jurisdiction to hear Mr. Costa’s Motion to Enforce Settlement Agreement.

12 Code of Civil Procedure (“CCP”) section 664.6 provides that:

13 “If parties to pending litigation stipulate, in a writing signed by the parties outside the
14 presence of the court or orally before the court, for settlement of the case, or part
15 thereof, the court, upon motion, may enter judgment pursuant to the terms of the
16 settlement agreement. If requested by the parties, the court may retain jurisdiction
17 over the parties to enforce the settlement until performance in full of the terms of the
18 settlement.”

19 After participating in various in-chambers sessions before Judge Recana, the parties (Plaintiff
20 and Mr. Costa) reached a settlement on September 1, 2009. (Roché Decl. ¶ 9, Ex. A, at 1:18-2:22.)
21 The parties recited the terms of their Settlement Agreement in open court and on the record. *Id.* The
22 Court acknowledged that the terms were a public record. (Roché Decl. ¶ 9, Ex. A, at 6:1.) The
23 parties asked the Court to retain jurisdiction of the matter under CCP section 664.6, which this Court
24 agreed to do. (Roché Decl. ¶ 9, Ex. A, at 2:12-2:14.) This Court, therefore, has retained jurisdiction
25 and thus has authority to enforce the Settlement Agreement.

26 **B. THE SETTLEMENT AGREEMENT IS ENFORCEABLE.**

27 “An agreement to settle a lawsuit which is reached at a judicially supervised settlement
28 conference is enforceable.” *Richardson v. Richardson* (1986) 180 Cal. App. 3d 91, 97 (citing *Gopal*
v. Yoshikawa (1983) 147 Cal. App. 3d 128, 131). In *Richardson v. Richardson*, the Court of Appeal
upheld the trial court’s enforcement of a settlement reached in a mandatory settlement conference.

1 The parties convened in chambers, without a court reporter, and eventually settled the case whereby
2 the wife would receive money, deposited with the court, representing her share of a partnership
3 interest held by her husband; the parties would also mutually dismiss their consolidated cases.
4 *Richardson*, 180 Cal. App. 3d at 94. The parties also agreed to reduce their settlement to writing at a
5 later time. However, a dispute arose with respect to the draft settlement agreement whereby one
6 party included terms and conditions that were unacceptable to the other party. *Id.*

7 The settlement judge heard the motion to confirm the oral settlement and, relying on his own
8 recollection, the documents supporting and opposing the motion, and the oral argument of both sides,
9 told the parties and counsel his understanding of the terms of the settlement, which was consistent
10 with the moving party's understanding. The wife's motion was granted. *Id.* at 95.

11 The Court of Appeal upheld the trial court's enforcement of the oral settlement. It found
12 substantial evidence to support the settlement terms and held "[a]n agreement to settle a lawsuit
13 which is reached at a judicially supervised settlement conference is enforceable [The settlement
14 judge] found that the parties reached agreement as to all material terms required for a binding
15 contract, even though it was intended that the agreement be memorialized later by a formal writing."
16 *Id.* at 97 (citing *Pacific Grove-Asilomar Operating Corp. v. County of Monterey* (1974) 43 Cal. App.
17 3d 675, 686).

18 The settlement in this case, as in *Richardson*, is enforceable because it was reached in a
19 judicially supervised settlement proceeding before this Court. Plaintiff and Mr. Costa then stipulated
20 to their settlement agreement on the record. Furthermore, when deciding the instant motion, this
21 Court, like the trial court in *Richardson*, may rely on its own recollection in determining the terms of
22 the settlement and in deciding Mr. Costa's motion.

23 **C. THE TERMS AND INTENDED PURPOSE OF THE PARTIES' SETTLEMENT**
24 **ARE UNAMBIGUOUS.**

25 Plaintiff's purported performance of the terms of the Settlement Agreement consisted of
26 tendering to Mr. Costa five twenty-dollar bills and a "letter of apology" as a collage, bearing several
27 disconnected fragments of word phrases, all superimposed over a distracting, irrelevant and repetitive
28 watermark. (Roché Decl. ¶¶ 17-19.) In tendering this bizarre performance, Plaintiff has deliberately

1 tried to rob Mr. Costa of the benefit of the bargain by mocking the settlement terms; it is also an act
2 of defiance intended to express contempt not only for Mr. Costa, but for the Court-assisted settlement
3 process.

4 Plaintiff and her counsel attended the MSC session at which the Settlement Agreement was
5 reached with Mr. Costa. (Roché Decl. ¶ 8.) At that MSC there was no ambiguity either as to terms
6 or the intended purpose of the Settlement Agreement. Mr. Costa bargained for a performance from
7 Plaintiff that would — through specific written manifestations, namely, a judgment, a personal check
8 and a letter of apology — be both a symbolic (a personal check for \$100) and an express (a judgment
9 and a letter of apology) recanting by Plaintiff of all her claims against him. In short, Plaintiff was to
10 exculpate Mr. Costa.

11 A contract must be construed by taking into account all its terms. The California Civil Code
12 states: “The whole of a contract is to be taken together, so as to give effect to every part, if reasonably
13 practicable, each clause helping to interpret the other.” Cal. Civ. Code § 1641. Thus, any reasonable
14 interpretation of the terms of the Settlement Agreement must take into account both of its essential
15 terms, “each . . . helping to interpret the other.” By demanding “a check” for the nominal sum of
16 \$100 along with a concise letter of apology, Mr. Costa sought from Plaintiff both a symbolic and an
17 express statement of apology and hence proof of his innocence. The tortured literalness with which
18 Plaintiff’s counsel attempts to justify his client’s (and his own) actions is contemptuous of the
19 settlement itself; e.g., “[T]he payment of \$100 was the principal focus of the agreement, not the
20 manner in which it was to be paid[]”; and, “[T]he record . . . is devoid of any prohibition for
21 including a watermark” (Roché Decl. ¶ 21, Ex. E.)

22 Plaintiff’s agreed letter of apology was to begin: “It is with great sincerity that I regret filing
23 my lawsuit against Larry Costa.” (Roché Decl. ¶ 11, Ex. A, at 2:1-7.) Far from being sincere,
24 Plaintiff’s (and her counsel’s) conduct is carefully calculated to deny Mr. Costa of any manifestation
25 of regret on her part, thereby depriving Mr. Costa of the consideration for which he released a
26 substantial malicious prosecution claim. This conduct must not stand, and this Court must therefore
27 compel Plaintiff to perform the acts to which she agreed.

28

1 **D. PLAINTIFF’S DEFACING OF HER “LETTER OF APOLOGY” WITH**
2 **REFERENCES TO EVIDENCE CODE SECTION 1152(a), IS AN ACT OF BAD**
3 **FAITH THAT DEPRIVES MR. COSTA OF THE BENEFIT OF HIS BARGAIN.**

4 Plaintiff’s counsel’s insistence on defacing Plaintiff’s “letter of apology” with multiple
5 references to Evidence Code section 1152(a), is an act of bad faith. Judge Recana never ruled that
6 section 1152(a) applied to Mr. Costa’s use of the letter. (Roché Decl. ¶ 14, Ex. E, at 13:4-7.)
7 Evidence Code section 1152(a) is a rule of exclusion that arguably might apply if Mr. Costa
8 attempted to use Plaintiff’s statement to prove her liability. Mr. Costa could not reasonably be
9 expected to prove Plaintiff’s liability. Plaintiff and her counsel are aware that Mr. Costa agreed to a
10 general release of all his claims against Plaintiff, thus making Evidence Code section 1152(a)
11 irrelevant.

12 During the MSC on September 1, 2009, Plaintiff’s counsel asked if a waiver of malicious
13 prosecution by Mr. Costa could be put on the record. (Roché Decl. ¶ 13, Ex. A, at 2:17-2:18.) Mr.
14 Costa’s counsel agreed to do so stating that “Mr. Costa does agree to waive claims he may have to
15 costs and *malicious prosecution* adding to the general release that’s mutual between the parties.”
16 (Roché Decl. ¶ 13, Exhibit A, at 2:19-2:22.) (emphasis added).

17 This agreement by Mr. Costa encompasses his agreement to refrain from using Plaintiff’s
18 letter to prove her liability. The fact that Plaintiff will not sign a proper, unblemished letter of
19 apology, in the face of her (and her counsel’s) awareness that Mr. Costa has waived all claims against
20 Plaintiff and that this Court rendered no binding ruling on the issue, is an act of bad faith.

21 Finally, Plaintiff’s “letter of apology” is an act of bad faith because it is intentionally designed
22 to nullify the purposes for which it was intended; namely, to enable Mr. Costa to defend his good
23 name and to preserve his credential if such a need arises. Knowing this, Plaintiff’s counsel, with
24 Plaintiff’s approval and participation, has created a document which, on its face, suggests a prank, a
25 joke, or a mockery; the very antithesis of the “sincere” apology which Plaintiff promised as
26 consideration for Mr. Costa’s waiver of all his claims against her — including a valuable claim for
27 malicious prosecution. That Mr. Costa’s malicious prosecution claim had merit is demonstrated by
28 Plaintiff and her counsel’s insistence that Mr. Costa explicitly release that claim. (Roché Decl. ¶ 13,

1 Exhibit A, at 2:17-2:18). Plaintiff and her counsel have intentionally designed the letter so as to
2 signal to the reader that Plaintiff is *not* sincere, *not* sorry, and that she does not believe a word of the
3 letter and was coerced into writing it. Contractually, there is a complete lack of consideration and
4 Plaintiff is therefore in breach of the Settlement Agreement.

5 Even assuming a reader could get beyond this problem (a virtual impossibility), he or she
6 would be loath to accept the letter, or to repeat or to use its contents in any forum or proceeding for
7 fear that it would violate some privilege and/or an order made by Judge Recana. Plaintiff and her
8 counsel know this, and that is precisely why they defaced the letter by watermarking it with dozens of
9 references to Evidence Code section 1152(a).

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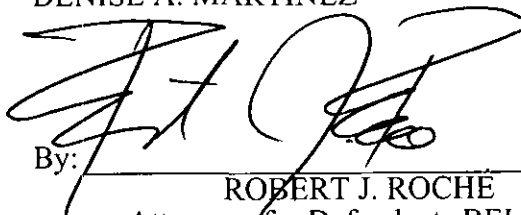
IV.

CONCLUSION

For all of the foregoing reasons, Mr. Costa respectfully requests this Court issue an order compelling Plaintiff to pay Mr. Costa \$100 via personal check, and to forward to him a letter of apology signed by Plaintiff containing only the agreed upon language and free of any watermark, formatting or language that was not agreed upon. A copy of such a letter is attached as Exhibit 1 to the Proposed Order filed concurrently herein.

Dated: April 6, 2010

NEWELL, CAMPBELL & ROCHÉ LLP
ROBERT M. NEWELL, JR.
ROBERT J. ROCHÉ
DENISE A. MARTÍNEZ



By:

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Attorneys for Defendants BELLFLOWER
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