

SETTLEMENT AGREEMENT

PARTIES

This SETTLEMENT AGREEMENT (hereinafter the "Agreement") is entered into by and between the Charitable Trusts Section of the Attorney General's Office (hereinafter the "CTS") which represents the plaintiff, THE PEOPLE of the STATE of CALIFORNIA, *ex rel.* EDMUND G. BROWN JR. (hereinafter "the State") and Defendants the MONTEREY COUNTY AIDS PROJECT, a California nonprofit corporation (hereinafter "MCAP"), and the following former or present officers and directors of MCAP, who are hereinafter collectively referred to as "Defendant Parties": WAYNE JOHNSON; KATHLEEN BANKS; GUY BLODGETT; JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON); JACOB AGAMAO; BRYAN BANKS; ARTHUR P. BOURDON; MICHAEL IBARRA; VESHAWNDUS LÉBOUEF (SUED AS SHANDA LABOUEF); KATHLEEN M. MCFADDEN; LORRAINE T. FAHERTY; GARY J. AFFONSO; DANIEL T. YOSHIZATO; SCOTT ECCHER; KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED); and SUSANNAH MCNAMARA. This agreement is also between the above-named Defendant Parties and MARK ARELLANO, LYNN STOCKMAN, JOHN J. TEUTEBERG, MONTEREY COUNTY AIDS PROJECT, INC., DANIEL M. UKESTAD & ASSOCIATES and DANIEL M. UKESTAD, who are collectively referred to as "Cross-Defendant Parties."

RECITALS

A. The CTS has brought an action entitled The People of the State of California, *ex rel.* Edmund G. Brown Jr., as Attorney General of the State of California, Plaintiff, v. Monterey County Aids Project, a California nonprofit corporation, *et al.*, Defendants, Monterey County Superior Court No. M105979 (hereinafter the "Action"). The complaint in the Action was filed on May 21, 2010 (hereinafter the "Complaint") and the Complaint is incorporated into this Agreement by reference. The Action names as defendants all of the officers and directors named above as Defendant Parties to this Agreement. The Defendant Parties to the Action have disputed the acts and liability alleged against them.

B. Several cross-complaints have been brought in the above referenced action, and the cross-defendants to those cross-complaints have disputed the acts and liability alleged against them.

C. By entering into this Agreement, the parties desire to fully and finally resolve all claims asserted by the CTS and the cross-complainants in the Action as to MCAP, the Defendant Parties, the Cross-Defendant Parties, and any unnamed present or former officers and directors of MCAP.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. **Settlement and Payment Obligations Conditioned on Obtaining Good-Faith-Settlement Determination.** This settlement agreement is conditioned upon the named defendant officers and directors and MCAP obtaining in the above-identified Action a judicial determination that the settlement is in good faith for purposes of California Code of Civil Procedure section 877.6. Upon all parties' agreement to this settlement, MCAP and the Defendant Parties will apply for such a determination and serve same upon all affected parties in compliance with section 877.6. The settlement payment referred to below will be made upon the securing of that determination.

2. **Settlement Payment.** On behalf of the Defendant Parties and MCAP, payment will be made in the amount of \$1,000,000.00 (one million dollars) to be made payable to the "California Department of Justice" for deposit into the Attorney General's "Litigation Deposit Fund". The Settlement Payment will be delivered to Deputy Attorney General Susan J. Kawala at 455 Golden Gate Avenue, Suite 11000, San Francisco, CA 94102-7004. This payment will be made within 30 days of the execution and delivery of this Agreement, or within 5 days of the obtaining of a good faith settlement determination, whichever occurs later.

3. **Cy Pres Petition and Transfer of Settlement Payment to New Trustee.** Upon receipt of the Settlement Payment (as set forth in Paragraph 2 of the Agreement), the Attorney General will have ninety (90) days to select, at her sole discretion, a new charitable trustee of said funds, and to file a *cy pres* petition with the Monterey County Superior Court to obtain Court approval of said trustee. Within thirty (30) days after the issuance of an order approving the *cy pres* petition, MCAP will transfer any and all of its remaining monetary and in-kind assets to the designated trustee, including the assignment of any notes payable. MCAP will transfer all of these assets within ten (10) days prior to its dissolution, which will occur immediately thereafter. Additionally, within thirty (30) days of the issuance of an order approving the *cy pres* petition, the Attorney General will transfer the \$1,000,000.00 from the "Litigation Deposit Fund" to the new charitable trustee.

4. **Stipulated Injunctions.** Each of the Defendant Parties, except for MCAP, hereby agrees to enter into a Stipulated Injunction with the Attorney General (the contents of which have been approved by their counsel). The Stipulated Injunctions will prohibit each of the Defendant Parties from acting in a fiduciary capacity for a California public benefit corporation for a proscribed period of time. Each of the Stipulated Injunctions will be separately enforceable by the Attorney General and each of the Defendant Parties will be liable for the costs and attorney's fees incurred by the Attorney General in any action to enforce the terms of the Stipulated Injunctions.

5. **Dissolution of MCAP.** All current and former officers and or directors of MCAP agree to fully cooperate to effectuate the voluntary dissolution of MCAP, upon satisfaction of the conditions set forth in Paragraph 3 of the Agreement.

6. **Dismissal of Action.** Within ten (10) days after receipt of the Settlement Payment referred to above, the CTS will file a request for dismissal with prejudice of the Defendant Parties, except for MCAP, in The People of the State of California, ex rel. Edmund G. Brown Jr., as Attorney General of the State of California, Plaintiff, v. Monterey County Aids Project, a California nonprofit corporation, et al, Defendants, Monterey County Superior Court

No. M105979. The cross-complainants also agree to dismiss all cross-complaints against all of the Cross-Defendant Parties. The CTS will then file for a dismissal of the entire Action within thirty (30) days of the issuance of an order approving the Attorney General's *cy pres* petition by the Monterey County Superior Court.

7. **CTS Release of MCAP, Named Director Defendants, and Unnamed Director Defendants.** Effective simultaneously with its dismissal of the Action in its entirety, as referred to in the preceding paragraph, the CTS releases MCAP, the Defendant Parties, the Cross-Defendant Parties and any unnamed present or former officers and directors of MCAP of and from the claims that were made in or could have been made by the CTS in The People of the State of California, ex rel. Edmund G. Brown Jr., as Attorney General of the State of California, Plaintiff, v. Monterey County Aids Project, a California nonprofit corporation, et al, Defendants, Monterey County Superior Court No. M105979.

8. **Defendants' Release of Each Other and of Cross-Defendants.** WAYNE JOHNSON, KATHLEEN BANKS, GUY BLODGETT, JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON), JACOB AGAMAO, BRYAN BANKS, ARTHUR P. BOURDON, MICHAEL IBARRA, VESHAWNDUS LEBOUF (SUED AS SHANDA LABOEUF), KATHLEEN M. MCFADDEN, LORRAINE T. FAHERTY, GARY J. AFFONSO, DANIEL T. YOSHIZATO, SCOTT ECCHER, KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED), and SUSANNAH MCNAMARA hereby release each other, and release MONTEREY COUNTY AIDS PROJECT, INC., MARK ARELLANO, DANIEL UKESTAD, DANIEL M. UKESTAD & ASSOCIATES, JOHN TEUTEBERG, and LYNN STOCKMAN, of and from any liability for the claims made by the CTS in The People of the State of California, ex rel. Edmund G. Brown Jr., as Attorney General of the State of California, Plaintiff, v. Monterey County Aids Project, a California nonprofit corporation, et al, Defendants, Monterey County Superior Court No. M105979.

9. **Cross-Defendants' Release of Each Other, of Cross-Complainants and of Defendants.** MARK ARELLANO, DANIEL M. UKESTAD & ASSOCIATES, DANIEL M. UKESTAD, JOHN J. TEUTEBERG, LYNN STOCKMAN and the MONTEREY COUNTY AIDS PROJECT, INC. hereby release each other and release WAYNE JOHNSON, KATHLEEN BANKS, GUY BLODGETT, JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON), JACOB AGAMAO, BRYAN BANKS, ARTHUR P. BOURDON, MICHAEL IBARRA, VESHAWNDUS LEBOUF (SUED AS SHANDA LABOEUF), KATHLEEN M. MCFADDEN, LORRAINE T. FAHERTY, GARY J. AFFONSO, DANIEL T. YOSHIZATO, SCOTT ECCHER, KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED), and SUSANNAH MCNAMARA of and from any liability for the claims made by the CTS in The People of the State of California, ex rel. Edmund G. Brown Jr., as Attorney General of the State of California, Plaintiff, v. Monterey County Aids Project, a California nonprofit corporation, et al, Defendants, Monterey County Superior Court No. M105979.

10. **Dismissal of Cross-Complaints.** Within ten days of the CTS filing its request for dismissal of the Action, all parties to this Agreement who have brought in the action cross-complaints, cross-claims, or counterclaims against any other parties, shall file requests for dismissal of such cross-complaints, cross claims or counterclaims, with prejudice.

11. **No Admission of Liability.** This Agreement is a mutually acceptable arrangement for settling the Action, and shall not be deemed to be an admission of any liability whatsoever by any party to another or to any third party.

12. **Attorneys' Fees and Costs.** The parties shall each bear their own attorneys' fees and costs related to the Action, their negotiations, the good faith settlement motion and the preparation of this Agreement, and any and all actions required by this agreement to be taken. If any legal action or other proceeding is brought to enforce, challenge or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in that proceeding, in addition to any other relief, in law or equity, to which the party may be entitled.

13. **Enforceability.** The parties agree that the Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to Code of Civil Procedure section 664.6.

14. **No Preclusion of Criminal Prosecution or other Enforcement Actions.** This Agreement shall not preclude any criminal prosecution or enforcement action by other agencies of the State of California, federal, or local government entity. The CTS represents that it is not aware at this time of any other pending prosecutions or actions being contemplated or pursued by any other person or entity, including any governmental entity.

15. **Advice of Counsel; No Construction Against Drafter.** All Parties, and each of them, understand, represent and warrant that they have entered into this Agreement upon the legal advice of their attorney (unless they have declined legal counsel or declined to have their legal counsel review this Agreement), and that each fully understands and voluntarily accepts the terms of this Agreement, whether or not they received the advice of counsel. The Parties stipulate that this Agreement, or any term thereof, shall not be construed against any one Party or several Parties but shall be construed as the Parties having jointly prepared this Agreement.

16. **Headings.** Headings used in this Agreement are for convenience of reference only, and shall not be considered a part of this Agreement or construed to affect the interpretation of any of its provisions.

17. **Construction.** This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one party.

18. **Governing Law - Forum.** This Agreement is entered into in and shall be construed and interpreted in accordance with the laws of the State of California notwithstanding any contrary conflicts or choice of law provisions or principles.

19. **Complete Agreement - Modification.** This Agreement contains the entire agreement of the parties, and constitutes the complete, final and exclusive embodiment of the subject matter of their agreement. This Agreement supersedes any and all prior agreements, arrangements, representations and understandings, whether written or oral, express or implied, with respect to its subject matter. This Agreement may not be modified except by a writing, which specifically sets forth each modification and is executed by both parties.

20. **Counterparts - Faxed Signature.** This Agreement may be executed in duplicate counterparts, all of which taken together shall constitute the complete agreement between the parties. A faxed signature shall be acceptable, and have the same force and effect, as an original signature. All original or faxed signatures shall be delivered to Deputy Attorney General Susan J. Kawala, at 455 Golden Gate Avenue, Suite 11000, San Francisco, CA 94102-7004, or at the following fax number (415) 703-5480.

21. **Miscellaneous.** The terms of this Agreement are contractual and not a mere recital. This Agreement is executed without reliance upon any promise, warranty or representation by the parties or any of their representatives, other than such promises, warranties or representations as are expressly contained in this Agreement. With respect to this Agreement, the parties represent that they have had an opportunity to consult on it with an attorney of their own choosing (whether or not they actually did so); that they have carefully reviewed it; and they have executed it of their own free will.

IN WITNESS WHEREOF, THE PARTIES HEREBY ENTER INTO THIS AGREEMENT.

Date: August 1, 2011

ATTORNEY GENERAL OF THE
STATE OF CALIFORNIA

By: 
SUSAN J. KAWALA,
DEPUTY ATTORNEY GENERAL, FOR
KAMALA D. HARRIS, ATTORNEY GENERAL

Date: _____

By: _____
WAYNE JOHNSON, DEFENDANT

Date: _____

By: _____
KATHLEEN BANKS, DEFENDANT

Date: _____

By: _____
GUY BLODGETT, DEFENDANT

20. **Counterparts - Faxed Signature.** This Agreement may be executed in duplicate counterparts, all of which taken together shall constitute the complete agreement between the parties. A faxed signature shall be acceptable, and have the same force and effect, as an original signature. All original or faxed signatures shall be delivered to Deputy Attorney General Susan J. Kawala, at 455 Golden Gate Avenue, Suite 11000, San Francisco, CA 94102-7004, or at the following fax number (415) 703-5480.

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IN WITNESS WHEREOF, THE PARTIES HEREBY ENTER INTO THIS AGREEMENT.

Date: _____

ATTORNEY GENERAL OF THE
STATE OF CALIFORNIA

By: _____

SUSAN J. KAWALA,
DEPUTY ATTORNEY GENERAL, FOR
KAMALA D. HARRIS, ATTORNEY GENERAL

Date: July 26, 2011

By: *Wayne Johnson*
WAYNE JOHNSON, DEFENDANT

Date: _____

By: _____
KATHLEEN BANKS, DEFENDANT

Date: _____

By: _____
GUY BLODGETT, DEFENDANT

LYNCH, GILARDI & GRUMMER

R JUL 28 2011 D
RECEIVED

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Date: _____

ATTORNEY GENERAL OF THE
STATE OF CALIFORNIA

By: _____

SUSAN J. KAWALA,
DEPUTY ATTORNEY GENERAL, FOR
KAMALA D. HARRIS, ATTORNEY GENERAL

Date: _____

By: _____

WAYNE JOHNSON, DEFENDANT

Date: 7/12/11

By: 

KATHLEEN BANKS, DEFENDANT

Date: _____

By: _____

GUY BLODGETT, DEFENDANT

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Date: _____

ATTORNEY GENERAL OF THE
STATE OF CALIFORNIA

By: _____

SUSAN J. KAWALA,
DEPUTY ATTORNEY GENERAL, FOR
KAMALA D. HARRIS, ATTORNEY GENERAL

Date: _____

By: _____

WAYNE JOHNSON, DEFENDANT

Date: _____

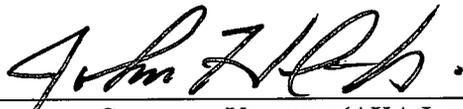
By: _____

KATHLEEN BANKS, DEFENDANT

Date: July 27, 2011

By: Guy J. Blodgett
GUY BLODGETT, DEFENDANT

Date: July 12, 2011

By: 
JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAO, DEFENDANT

Date: _____

By: _____
BRYAN BANKS, DEFENDANT

Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

Date: _____

By: _____
LORRAINE T. FAHERTY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON), DEFENDANT

Date: 7/28/11

By:  _____
JACOB AGAMA, DEFENDANT

Date: _____

By: _____
BRYAN BANKS, DEFENDANT

Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

Date: _____

By: _____
LORRAINE T. FAHERTY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAO, DEFENDANT

Date: 7/12/11

By: *Bryan W. Banks*
BRYAN BANKS, DEFENDANT

Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

Date: _____

By: _____
LORRAINE T. FAHERTY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAO, DEFENDANT

Date: _____

By: _____
BRYAN BANKS, DEFENDANT

Date: July 12, 2011

By: Kimberly C. Batiste-Reed
KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

Date: _____

By: _____
LORRAINE T. FAHERTY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN
CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAQ, DEFENDANT

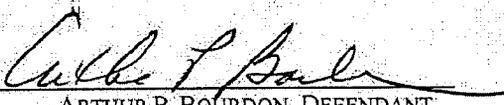
Date: _____

By: _____
BRYAN BANKS, DEFENDANT

Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA
KIMBERLY BATISTE-REED), DEFENDANT

Date: 7/12/11

By: 
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

Date: _____

By: _____
LORRAINE T. FAHERTY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS
SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN
CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAO, DEFENDANT

Date: _____

By: _____
BRYAN BANKS, DEFENDANT

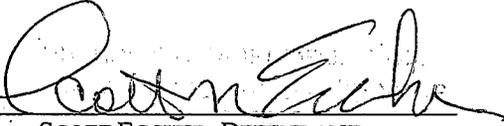
Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA
KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: July 25, 2011

By: 
SCOTT ECCHER, DEFENDANT

Date: _____

By: _____
LORRAINE T. FAHERTY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS
SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN
CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAO, DEFENDANT

Date: _____

By: _____
BRYAN BANKS, DEFENDANT

Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA
KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

Date: 7/12/2011

By: Lorraine T Faherty
LORRAINE T. FAHERTY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS
SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAO, DEFENDANT

Date: _____

By: _____
BRYAN BANKS, DEFENDANT

Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

Date: _____

By: _____
LORRAINE T. FAHERTY, DEFENDANT

Date: 07/25/2011

By: 
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN
CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAQ, DEFENDANT

Date: _____

By: _____
BRYAN BANKS, DEFENDANT

Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA
KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

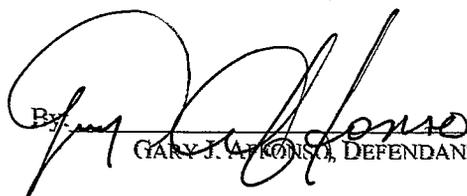
Date: _____

By: _____
LORRAINE T. FAHERTY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: JULY 12, 2011

By: 
GARY J. ATKINSON, DEFENDANT

Date: _____

By: _____
VESHAWNDUS LEBOUF (SUED AS
SHANDA LABOEUF), DEFENDANT

Date: _____

By: _____
JOHN CAMERON VANNOY (AKA JOHN CAMERON HAMILTON), DEFENDANT

Date: _____

By: _____
JACOB AGAMAQ, DEFENDANT

Date: _____

By: _____
BRYAN BANKS, DEFENDANT

Date: _____

By: _____
KIMBERLY CELESTE BATISTE (AKA KIMBERLY BATISTE-REED), DEFENDANT

Date: _____

By: _____
ARTHUR P. BOURDON, DEFENDANT

Date: _____

By: _____
SCOTT ECCHER, DEFENDANT

Date: _____

By: _____
LORRAINE T. FAHERY, DEFENDANT

Date: _____

By: _____
MICHAEL IBARRA, DEFENDANT

Date: _____

By: _____
GARY J. AFFONSO, DEFENDANT

Date: Aug. 6, 2011

By: Veshawndus Le Boeuf
VESHAWNDUS LEBOUF (SUED AS SHANDA LABOEUF), DEFENDANT

Date: 7/12/2011

By: 
KATHLEEN M. MCFADDEN, DEFENDANT

Date: _____

By: _____
SUSANNAH MCNAMARA, DEFENDANT

Date: _____

By: _____
DANIEL T. YOSHIKATO, DEFENDANT

Date: _____

By: _____
LYNN STOCKMAN, AS DIRECTOR OF THE
MONTEREY COUNTY AIDS PROJECT,
DEFENDANT

Date: _____

By: _____
MARK ARELLANO, CROSS-DEFENDANT

Date: _____

By: _____
LYNN STOCKMAN, CROSS-DEFENDANT

Date: _____

By: _____
DANIEL K. UKESTAD, CROSS-DEFENDANT

Date: _____

By: _____
DANIEL K. UKESTAD & ASSOCIATES,
CROSS-DEFENDANT

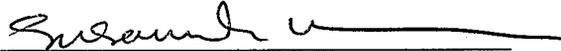
Date: _____

By: _____
JOHN TEUTEBERG, CROSS-DEFENDANT

Date: _____

By: _____
KATHLEEN M. MCFADDEN, DEFENDANT

Date: 7/13/2011

By: 
SUSANNAH MCNAMARA, DEFENDANT

Date: _____

By: _____
DANIEL T. YOSHIZATO, DEFENDANT

Date: _____

By: _____
LYNN STOCKMAN, AS DIRECTOR OF THE
MONTEREY COUNTY AIDS PROJECT,
DEFENDANT

Date: _____

By: _____
MARK ARELLANO, CROSS-DEFENDANT

Date: _____

By: _____
LYNN STOCKMAN, CROSS-DEFENDANT

Date: _____

By: _____
DANIEL K. UKESTAD, CROSS-DEFENDANT

Date: _____

By: _____
DANIEL K. UKESTAD & ASSOCIATES,
CROSS-DEFENDANT

Date: _____

By: _____
JOHN TEUTEBERG, CROSS-DEFENDANT

Date: _____

By: _____
KATHLEEN M. MCFADDEN, DEFENDANT

Date: _____

By: _____
SUSANNAH MCNAMARA, DEFENDANT

Date: July 12, 2011

By: Daniel T. Yoshizato
DANIEL T. YOSHIKATO, DEFENDANT

Date: _____

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By: _____
SUSANNAH MCNAMARA, DEFENDANT

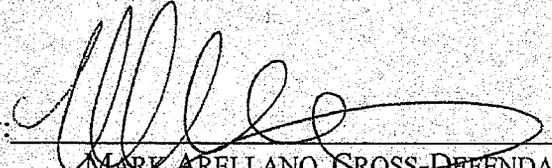
Date: _____

By: _____
DANIEL T. YOSHIZATO, DEFENDANT

Date: _____

By: _____
LYNN STOCKMAN, AS DIRECTOR OF THE
MONTEREY COUNTY AIDS PROJECT,
DEFENDANT

Date: 07/27/11

By: 
MARK ARELLANO, CROSS-DEFENDANT

Date: _____

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By: _____
KATHLEEN M. MCFADDEN, DEFENDANT

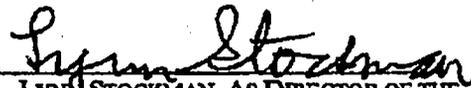
Date: _____

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SUSANNAH MCNAMARA, DEFENDANT

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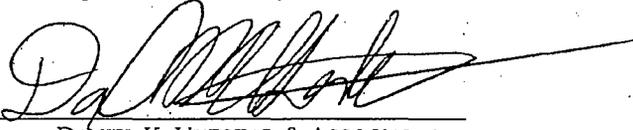
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DANIEL K. UKESTAD, CROSS-DEFENDANT

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By: _____
DANIEL K. UKESTAD & ASSOCIATES,
CROSS-DEFENDANT

Date: 9-5-11

By: 
JOHN TEUTEBERG, CROSS-DEFENDANT