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6 Attorneys for Defendant  
CITY OF OAKLAND

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

11 DOUGLAS CHURCHILL, PETER LAU,  
THE CALGUNS FOUNDATION, INC.,  
12 THE SECOND AMENDMENT  
FOUNDATION, INC.,

13 Plaintiffs,

14 vs.

15 KAMALA HARRIS – as Attorney General,  
16 CALIFORNIA DEPARTMENT OF JUSTICE,  
CITY/COUNTY OF SAN FRANCISCO, and  
17 SAN FRANCISCO POLICE DEPARTMENT,  
CITY OF OAKLAND, OAKLAND POLICE  
18 DEPARTMENT and Does 1 to 20,

19 Defendants.

Case No. CV-12-1740-LB

**STIPULATION RESOLVING  
LITIGATION AGAINST CITY OF  
OAKLAND**

20  
21 Plaintiff Peter Lau (“Lau”) and Defendants City of Oakland and Oakland Police Department  
22 (collectively, “Oakland”), by and through counsel, stipulate as follows:

23 Whereas, Lau filed the above-entitled lawsuit against Oakland alleging that Oakland had  
24 illegally declined to return a firearm to Lau;

25 Whereas, prior to the commencement of this lawsuit Oakland had not returned the firearm to  
26 Lau because Oakland had considered the firearm to be an assault weapon under California law due  
27 to a malfunctioning “bullet button”;

28 Whereas, Lau has now replaced the malfunctioning bullet button with a functioning bullet

1 button, submitted a new Law Enforcement Gun Release Application (“LEGR”) to the California  
2 Department of Justice (“CADOJ”), and the CADOJ has returned the LEGR to Lau;

3       Whereas, Lau and Oakland agree that the firearm, with the functioning bullet button  
4 installed, is not an assault weapon and that the firearm may be returned to Lau; and

5       Whereas, Lau has retrieved the firearm from Oakland Police Department.

6       Now therefore:

7       1.     Lau shall dismiss with prejudice his lawsuit against Oakland.

8       2.     Lau and Oakland shall each bear their respective litigation expenses incurred in  
9 connection with this lawsuit (including without limitation attorney’s fees and costs).

10      3.     This stipulation may be executed in counterparts, and photocopies or facsimiles shall  
11 constitute good evidence of such execution.

12 Dated: August \_21, 2012

13                                   BARBARA J. PARKER, City Attorney  
14                                   RANDOLPH W. HALL, Chief Assistant City Attorney  
15                                   KEVIN D. SIEGEL, Deputy City Attorney

16                                   By:                                   /s/  
17                                   Kevin D. Siegel, Attorneys for Defendant City of Oakland

18  
19 Dated: August \_21, 2012

20                                   Donald E.J. Kilmer, Jr.  
21                                   LAW OFFICES OF DONALD KILMER

22                                   By:                                   /s/  
23                                   Donald E. Kilmer, Jr., Attorneys for Plaintiffs