

Los Angeles Police Department  
**PRELIMINARY INVESTIGATION of**

COMBING EVID. REPORT  
 MULTIPLE DRs ON THIS REPORT

<b>PRELIMINARY CASE SCREENING</b> <input type="checkbox"/> SUSPECT / VEHICLE NOT SEEN <input checked="" type="checkbox"/> PRINTS OR OTHER EVIDENCE NOT PRESENT <input checked="" type="checkbox"/> MO NOT DISTINCT <input checked="" type="checkbox"/> PROPERTY LOSS LESS THAN \$5000 <input checked="" type="checkbox"/> NO SERIOUS INJURY TO VICTIM <input checked="" type="checkbox"/> ONLY ONE VICTIM INVOLVED		INVEST. DIV. <u>102</u> DR <u>102</u>	
<b>PREMISES (SPECIFIC TYPE)</b> <u>OFFICE BUILDING</u>		VICTIM LAST NAME, FIRST, MIDDLE (FIRM IF BUSINESS) <u>HEANEY, KATHLEEN HILLY</u>	
<b>ENTRY 459/DPV</b> <input type="checkbox"/> FRONT <input type="checkbox"/> REAR <input type="checkbox"/> SIDE <input type="checkbox"/> ROOF <input type="checkbox"/> FLOOR <input type="checkbox"/> OTHER		SEX <u>F</u> DESC. <u>WHT</u> AGE <u>30</u> DOB <u>[REDACTED]</u> DR. LIC. NO. (IF NONE, OTHER ID & NO.) <u>[REDACTED]</u> FOREIGN LANGUAGE SPOKEN (IF APPLICABLE) <u>-</u> OCCUPATION <u>ACTRESS</u>	
POINT OF ENTRY <u>[REDACTED]</u> POINT OF EXIT <u>[REDACTED]</u> METHOD <u>[REDACTED]</u>		LOCATION OF OCCURRENCE SAME AS VEH. <input type="checkbox"/> RES. <input type="checkbox"/> BUS. <u>[REDACTED]</u> R.D. <u>[REDACTED]</u> PRINTS BY PREL. INV. ATTEMPT Y N OBTAINED Y N	
INSTRUMENT / TOOL <u>[REDACTED]</u>		DATE & TIME OF OCCURRENCE <u>11-8-89 1730</u> DATE & TIME REPORTED TO PD <u>12-589 0830</u>	
<b>VICT'S VEH. (IF INVOLVED) - YEAR, MAKE, TYPE, COLOR, LIC. NO.</b>		TYPE PROPERTY STOLEN / LOST / DAMAGED <input type="checkbox"/> 3.4 GIVEN <input type="checkbox"/> STOLEN / LOST \$ <u>[REDACTED]</u> RECOVERED \$ <u>[REDACTED]</u> EST. DAMAGED ARSON / VAND. \$ <u>[REDACTED]</u>	
NOTIFICATIONS (PERSON & DIVISION) <u>[REDACTED]</u>		CONNECTED REPORTS (TYPE & DR) <u>[REDACTED]</u>	
MO IF LONG FORM, LIST UNIQUE ACTIONS. IF SHORT FORM, DESCRIBE SUSPECT'S ACTIONS IN BRIEF PHRASES, INCLUDING WEAPON USED. DO NOT REPEAT ABOVE INFO. BUT CLARIFY REPORT AS NECESSARY IF ANY OF THE MISSING ITEMS ARE POTENTIALLY IDENTIFIABLE, ITEMIZE AND DESCRIBE ALL ITEMS MISSING IN THIS INCIDENT IN THE NARRATIVE.			
<u>VICT AND SUSP (ACTOR) WERE READING A SCRIPT FOR A MOVIE ROLE. SUSP BECAME ANGRY AND STRUCK VICT ON HER FACE WITH HIS CLOSED FIST. SUSP GRABBED VICT AND PUSHED HER TO THE FLOOR. SUSP JUMPED ON VICT &amp; HELD HER DOWN</u>			
<b>REPORTING EMPLOYEE(S)</b>		PERSON REPORTING <u>[Signature]</u> SIGNATURE OR RECEIVED BY PHONE <input type="checkbox"/>	
INITIALS, LAST NAME SERIAL NO. DIV. / DETAIL <u>[REDACTED]</u>		NOTE: IF SHORT FORM AND VICTIM / PR ARE NOT THE SAME, ENTER PR INFORMATION IN INVOLVED PERSONS SECTION.	

**INSTRUCCIONES EN ESPANOL AL REVERSO**  
**KEEP THIS REPORT FOR REFERENCE**

Your case will be assigned to a detective for follow-up investigation based upon specific facts obtained during the initial investigation. Studies have shown that the presence of these facts can predict whether a detailed follow-up investigation would likely result in the arrest and prosecution of the suspect(s) or the recovery of property, in a manner that is cost-effective to you, the taxpayer. Significant decreases in personnel have made it impossible for detectives to personally discuss each and every case with all crime victims. A detective will not routinely contact you, unless the detective requires additional information.

**TO REPORT ADDITIONAL INFORMATION:** If you have specific facts to provide which might assist in the investigation of your case, please contact the detective Monday through Friday, between 8:00 A.M. and 9:30 A.M., or between 2:30 P.M. and 4:00 P.M. at telephone number [REDACTED]. If the detective is not available when you call, please leave a message and include the telephone number where you can be reached.

**COPY OF REPORT:** If the checkbox under your signature is checked, this copy is the complete report. If it is not checked and you wish to purchase a copy of the complete report, phone 485-4193 to obtain the current purchase price, and send a check or money order payable to the Los Angeles Police Department to Records and Identification Division, Box 30158, Los Angeles, CA 90030. Include a copy of this report or the following information with your request: 1) Name and address of victims. 2) Type of report and DR number (if listed above). 3) Date and location of occurrence. NOTE: Requests not accompanied by proper payment will not be processed. HAMPTON OR LA

**DR NUMBER:** If not entered on this form, the DR number may be obtained by writing to Records and Identification Division and giving the information needed to obtain a copy of the report (see above paragraph). Specify that you only want the DR number. It will be forwarded without delay. There is no charge for this service.

**CREDIT CARDS/CHECKS.** Immediately notify concerned credit corporation or banks to avoid possibility of being liable for someone else using your stolen or lost credit card or check.

**HOW YOU CAN HELP THE INVESTIGATION OF YOUR CASE**

- \* Keep this memo for reference.
- \* If stolen items have serial numbers not available at time of report attempt to locate them and phone them to the detective at the listed number.
- \* If you discover additional losses, complete and mail in the Supplemental Property Loss form given to you by the reporting employee.
- \* Promptly report recovery of property.
- \* Promptly report additional information such as a neighbor informing you of suspicious activity at time crime occurred.

**VICTIM-WITNESS ASSISTANCE PROGRAM:** The Los Angeles City and County Victim-Witness Assistance Program (VWAP) can help to determine if you qualify for Victim of Violent Crime compensation. If you qualify, they will assist with filing your claim application. If you are a victim or a witness to a crime and will be going to court, they will explain the court procedures to you. Their staff may also assist you with other problems created by the crime.

To find the program location nearest to you, call the Victim-Witness Assistance Program at the Los Angeles City Attorney's Office (213) 485-6976; or the Los Angeles County District Attorney's Office (213) 974-7499.

**VICTIMS OF VIOLENT CRIME COMPENSATION:** Refer to paragraph at bottom of reverse side.

TO CLIENT

LAW OFFICES  
OBERSTEIN, DONIGER & FETTER  
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION



NORMAN S. OBERSTEIN\*  
THOMAS DONIGER  
HENRY D. FETTER\*\*  
JOSEPH KIRRE  
HOWARD L. HORWITZ\*\*

\*A PROFESSIONAL CORPORATION  
\*\*ALSO ADMITTED IN NEW YORK

November 15, 1990

BY MESSENGER

Nathan Goldberg, Esq.  
Allred, Maroko, Goldberg & Ribakoff



Re: Carolco/Caitlin O'Heaney

Dear Mr. Goldberg:

Enclosed is a copy of the Settlement Agreement, fully executed in counterpart. Also enclosed is the settlement check in the amount of \$24,500.

I trust this now concludes the matter.

Very truly yours,

Norman S. Oberstein

NSO:ff  
encls.

cc (w/encl.)

Robert Marshall  
Harry Swerdlow  
Barbara Zipperman  
Irene Shephard  
Robert Goldsmith

CO16NGX.nso  
SC0155\027

CONFIDENTIAL  
SETTLEMENT AGREEMENT  
AND RELEASE

This Confidential Settlement Agreement and Release is entered into by CAITLIN O'HEANEY ("O'HEANEY"), on the one hand, and VAL KILMER ("KILMER"), OLIVER STONE ("STONE"), IXTLAN CORPORATION ("IXTLAN") and CAROLCO PICTURES INC. ("CAROLCO"), on the other hand, hereinafter collectively referred to as "KILMER, ET AL" and is effective as of November 1, 1990.

RECITALS

- A. O'HEANEY has asserted certain claims as set forth in a draft complaint transmitted to Robert F. Marshall by cover letter dated August 29, 1990 together with certain reports (herein collectively referred to as the "Complaint").
- B. KILMER, ET AL. deny that they or any of them have acted unlawfully or that they have any liability to O'HEANEY whatsoever on account of the allegations in the Complaint, and that the allegations are without merit.
- C. All parties have carefully explored settlement alternatives in the interest of avoiding the uncertainty and expenses of protracted litigation, and have now agreed to fully compromise and resolve all of their conflicting contentions.

In consideration of the foregoing premises, the promises and agreement of the parties contained herein, O'HEANEY and KILMER, ET AL. agree as follows:

- 1. KILMER, ET AL. will deliver to O'HEANEY's attorneys a check payable jointly to O'HEANEY and ALLRED, MAROKO, GOLDBERG & RIBAKOFF in the amount of \$24,500.00 in full and complete settlement of all claims set out in the Complaint, and for claims which O'HEANEY might have asserted.
- 2. The parties, their attorneys and their respective agents agree to maintain the facts, terms and conditions of the Settlement Agreement in complete

confidence and will not disclose the same, including any facts which gave rise to the dispute, to any third parties except as may be required by legal process, and to their respective accountants and attorneys who are not a party to this Agreement; provided they accept the obligation to maintain this Agreement in confidence. The terms of this paragraph are of material importance to KILMER, ET AL., and if O'HEANEY breaches the same, she agrees to pay to the damaged parties liquidated damages of \$5,000 or actual damages (if they can be calculated) whichever sum is greater.

3. With the exception of any warranties and/or representations, and the rights created or expressly reserved under this Agreement, O'HEANEY hereby agrees to release, remise, and forever discharge KILMER, ET AL. and their respective parent, subsidiary and affiliated corporations, organizations, directors, employees, officers, partners, predecessors, agents, attorneys, representatives, servants, shareholders, successors, insurers, and all others acting for, under, or in concert with it, including associations, corporations, and general or limited partnerships, past, present, and future, of and from any and all past, present and future accounts, actions, agreements, causes of action, claims, costs or expenses (for and including attorneys' fees), damages, debts, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or punitive damages or declaratory, equitable or injunctive relief, whether based on contract tort, or other theories of recovery provided for by the common or statutory law, ascertained or unascertained, known or unknown, patent or latent, suspected or claimed, arising out of or related in any manner to the Complaint, or to any act, occurrence, omission, contract and event prior to the execution of this Agreement.
  
4. With the exception of any warranties and/or representations, and the rights created or expressly reserved under this Agreement, KILMER, ET AL. hereby agrees to release, remise, and forever discharge O'HEANEY and her heirs, agents, assigns, attorneys, representatives, servants, successors, insurers, and all others acting for her, of and from any and all past, present and

future accounts, actions, agreements, causes of action, claims, costs or expenses (for and including attorneys' fees), damages, debts, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or punitive damages or declaratory, equitable or injunctive relief, whether based on contract, tort, or other theories of recovery provided for by the common or statutory law, ascertained or unascertained, known or unknown, patent or latent, suspected or claims, arising out of or related in any manner to the Complaint or to any act, occurrence, omission, contract and event prior to the execution of this Agreement.

5. Neither the payment of the consideration hereunder nor anything contained in, the contents of, or the negotiations (including all admissions, communications, or statement, whether oral or written) for this Agreement shall be interpreted or construed to be an admission or shall be to the prejudice of any party hereto.

6. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.

- a. Each party hereto certifies that such party has read and understands the following provision of California Civil Code Section 1542:

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

- b. Each party hereto understands and acknowledges the significance and consequence of a waiver of California Civil Code Section 1542. With respect to this Agreement, the provisions of California Civil Code Section 1542, if in any way applicable, as well as the provisions of all comparable, equivalent, or similar principles of the common or statutory law, are hereby voluntarily waived by each party hereto, who also acknowledge that this waiver is an essential and material term of this Agreement. Each party understands that the facts in respect of which the release made in this instrument is given may hereafter turn out to be other than or different from the facts in that connection now known or

believed by them to be true. Each party hereby accepts and assumes the risk of the facts turning out to be different than they believed such facts to be and agree that this instrument shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

7. This Agreement will be governed by and construed in accordance with the laws of California.

8. The invalidity or unenforceability of any provision hereof shall not affect the enforceability of or validity of any other provision hereof, which shall remain in full force and effect.

9. This Agreement represents the entire agreement between the parties. There are no other written or oral agreements between the parties and no party has relied on the representations of the other in making this Agreement. Each party has been represented by attorneys of their own choosing and has relied exclusively on such attorneys in negotiating and entering into this Agreement.

10. Each party represents and warrants to one another that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, corporation or party anything released herein, including all claims, counterclaims, debts, liabilities, demands, obligations, costs, expenses, actions or causes of action herein released. The parties agree to indemnify and hold each other harmless against any claim, counterclaim, debt, liability, demand, obligation, cost, expense, attorneys' fees, action or cause of action based on, arising out of or in connection with any such transfer or assignment or purported transfer or assignment.

11. This Agreement may be signed in counterparts and when executed and delivered between KILMER, ET AL. and O'HEANEY shall in all respects be effective.

I have carefully read, fully understand and voluntarily accept the terms and conditions of the foregoing confidential Agreement and Release.

Dated: As of November 1, 1990

CAITLIN O'HEANEY  
(signature to be notarized)

APPROVED:

Dated: As of November 1, 1990

ALLRED, MAROKO, GOLDBERG & RIBAKOFF

By [Redacted]  
Attorneys for  
CAITLIN O'HEANEY

Dated: As of November 1, 1990

VAL KILMER

Dated: As of November 1, 1990

OLIVER STONE

Dated: As of November 1, 1990

IXTLAN CORPORATION

By: OLIVER STONE,  
President

Dated: As of November 1, 1990

CAROLCO PICTURES INC.

APPROVED:

By: [Signature]  
Executive Vice President  
OBERSTEIN, DONIGER & FETTER

Dated: As of November 1, 1990

By: [Signature]  
NORMAN S. OBERSTEIN  
Attorneys for  
KILMER, ET AL.

I have carefully read, fully understand and voluntarily accept the terms and conditions of the foregoing confidential Agreement and Release.

Dated: As of November 1, 1990


CAITLIN O'HEANEY  
(signature to be notarized)

APPROVED:

Dated: As of November 1, 1990

ALLRED, MAROKO, GOLDBERG  
& RIBAKOFF

By

  
Attorneys for  
CAITLIN O'HEANEY

Dated: As of November 1, 1990


VAL KILMER

Dated: As of November 1, 1990

  
OLIVER STONE

Dated: As of November 1, 1990

IXTLAN CORPORATION

By:   
OLIVER STONE,  
President

Dated: As of November 1, 1990

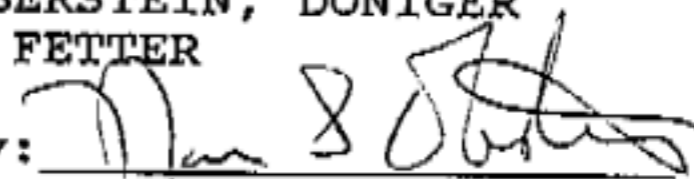
CAROLCO PICTURES INC.

APPROVED:

By: \_\_\_\_\_

Dated: As of November 1, 1990

OBERSTEIN, DONIGER  
& FETTER

By:   
NORMAN S. OBERSTEIN  
Attorneys for  
KILMER, ET AL.



I have carefully read, fully understand and voluntarily accept the terms and conditions of the foregoing confidential Agreement and Release.

Dated: As of November 1, 1990

CAITLIN O'HEANEY  
(signature to be notarized)

APPROVED:

Dated: As of November 1, 1990

ALLRED, MAROKO, GOLDBERG & RIBAKOFF

By NATHAN GOLDBERG,  
Attorneys for  
CAITLIN O'HEANEY

Dated: As of November 1, 1990

  
VAL KILMER

Dated: As of November 1, 1990

OLIVER STONE

Dated: As of November 1, 1990

IXTLAN CORPORATION

By: OLIVER STONE,  
President

Dated: As of November 1, 1990


CAROLCO PICTURES INC.

APPROVED:

By: \_\_\_\_\_

Dated: As of November 1, 1990

OBERSTEIN, DONIGER & FETTER

By:   
NORMAN S. OBERSTEIN  
Attorneys for  
KILMER, ET AL.

I have carefully read, fully understand and voluntarily accept the terms and conditions of the foregoing confidential Agreement and Release.

Dated: As of November 1, 1990

Witnessed 11/8/90 John J. Carozzino



*Caitlin O'Heaney*  
CAITLIN O'HEANEY  
(signature to be notarized)

APPROVED:

Dated: As of November 1, 1990

ALLRED, MAROKO, GOLDBERG  
& RIBAKOFF

By *Nathan Goldberg*  
NATHAN GOLDBERG,  
Attorneys for  
CAITLIN O'HEANEY

Dated: As of November 1, 1990

\_\_\_\_\_  
VAL KILMER

Dated: As of November 1, 1990

\_\_\_\_\_  
OLIVER STONE

Dated: As of November 1, 1990

IXTLAN CORPORATION

By: \_\_\_\_\_  
OLIVER STONE,  
President

Dated: As of November 1, 1990

CAROLCO PICTURES INC.

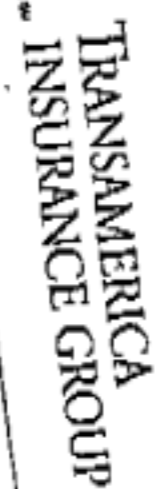
APPROVED:

By: \_\_\_\_\_

Dated: As of November 1, 1990

OBERSTEIN, DONIGER  
& FETTER  
By: *Norman S. Oberstein*  
NORMAN S. OBERSTEIN  
Attorneys for  
KILMER, ET AL.

LESS PAYMENT	CLAIM NO. (4-20)	PRODUCT NO.	LOSS OR ACCIDENT DATE	CHECK DATE (21-26)	POS (27-29)	CHECK	16-65 1220			
<input checked="" type="checkbox"/>	[REDACTED]	67075	11/08/89	10/30/90	67A	[REDACTED]				
EXPENSE PAYMENT	A	B	C	CLAIM SYMBOL	LINE I.D.	SUBRD	SALWAGE	AMOUNT	Yes ( ) No ( )	CAT.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MBI	01	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	24,500.00	<input checked="" type="checkbox"/>	
GIVEN	AGENCY		AGR/C. Boxer		SOCIAL SECURITY NO. (EX 10. NO.)		BANK CODE (99 6)	904	904	67
ONE SIGHT PAYMENT	[REDACTED]									
RESERVED OR PRECEPT	[REDACTED]									



Twenty Four Thousand Five Hundred Dollars and 00/100---  
 PAY TO THE ORDER OF  
 Caitlin O'Heaney & her attorneys  
 Alfred, Maroko, Goldberg & Ribakoff

DOLLARS \$ 24,500.00  
 VOID AFTER SIX MONTHS  
 PAYMENT OF Final settlement of any & all  
 claims.  
 AUTHORIZED SIGNATURE  
*[Signature]*

Bank of America  
 1700 Park Center Blvd.  
 1705 South 1st Street  
 Los Angeles, California 90015

18687 (4-89)