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2 OF SAN DIEGO AND IMPERIAL COUNTIES

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9 Attorneys for Plaintiff

11 UNITED STATES DISTRICT COURT  
12 SOUTHERN DISTRICT OF CALIFORNIA

13 SUPPORTIVE PARENTS INFORMATION  
14 NETWORK, INC.

15 Plaintiff,

16 v.

17 COUNTY OF SAN DIEGO; STEVEN A.  
18 ESCOBOZA, sued in his individual and official  
19 capacities as the Interim Director of the County of  
20 San Diego Health & Human Services Agency;  
21 BETTY MORRELL, sued in her individual and  
22 official capacities as Regional Manager, Southern  
23 Region, of the County of San Diego Health &  
24 Human Services Agency; KAREN BEBB, sued in  
25 her individual and official capacities as Chula Vista  
26 District Manager, of the County of San Diego  
27 Health & Human Services Agency, South Bay  
28 Family Resource Bureau; PAMELA B. SMITH,  
sued in her individual and official capacities as  
Regional Manager, East Region, of the County of  
San Diego Health & Human Services Agency;  
FRAN CALVERT, sued in her individual and  
official capacities as District Manager, of the  
County of San Diego Family Resource, Health &  
Human Services Agency, El Cajon;

Defendants.

CASE NO. 01 CV 0007 J

STIPULATION AND [PROPOSED]  
ORDER DISMISSING COMPLAINT  
WITH PREJUDICE AND  
RETAINING JURISDICTION TO  
ENFORCE SETTLEMENT  
AGREEMENT

PLAINTIFF AND DEFENDANT'S STIPULATION  
AND [PROPOSED] ORDER OF DISMISSAL  
*Supportive Parents Information Network v. County of San Diego et al.*  
01 CV 0007 J

13 ENTERED ON 7-24-01

1 THE PARTIES, BY AND THROUGH THEIR COUNSEL, STIPULATE AND AGREE AS  
2 FOLLOWS:

3 1. Plaintiff Supportive Parents Information Network and its Executive Director, Joni  
4 Halpern, have entered into a Settlement Agreement And Release of All Claims (hereafter  
5 "Agreement") with Defendants County of San Diego, Steven A. Escoboza, Betty Morrell, Karen  
6 Bebb, Pamela B. Smith, and Fran Calvert. The Agreement is attached hereto as Exhibit 1,

7 2. Pursuant to the terms of the Agreement, the parties stipulate and agree that:  
8 (a) this action shall be dismissed with prejudice, and  
9 (b) the Court shall retain jurisdiction to enforce the terms of the Agreement, pursuant  
10 to paragraph 5 (pages 5-6) therein.

11 IT IS SO STIPULATED.

12  
13 **ACLU FOUNDATION OF SAN DIEGO & IMPERIAL  
14 COUNTIES**

15 **GRAY CARY WARE & FREDENRICH LLP**

16 Dated: 7/18/01

17 By: Jordan C. Budd  
18 Jordan C. Budd  
19 Attorneys for Plaintiff Supportive Parents  
20 Information Network and its Executive Director,  
21 Joni Halpern

22 **OFFICE OF THE COUNTY COUNSEL**

23 Dated: 7/18/01

24 By: William H. Songer  
25 William H. Songer  
26 Attorneys for Defendants County of San Diego,  
27 Steven Escoboza, Betty Morrell, Karen Bebb,  
28 Pamela B. Smith, and Fran Calvert

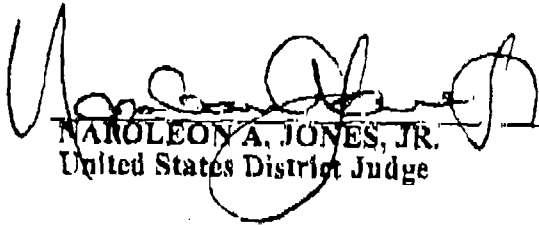
PLAINTIFF AND DEFENDANTS STIPULATION  
AND (PROPOSED) ORDER OF DISMISSAL  
*Supportive Parents Information Network v. County of San Diego et al.*  
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ORDER

The Court **HEREBY ORDERS:**

1. Plaintiff's Complaint in this action is **DISMISSED** with prejudice;
2. The Settlement Agreement And Release of All Claims attached hereto as Exhibit 1 is incorporated by reference as if fully set forth herein;
4. The Court retains jurisdiction to enforce the provisions of the attached Settlement Agreement And Release of All Claims pursuant to the terms set forth in paragraph 5 (pages 5-6) therein.

Dated: July 20, 2001

  
 NAPOLEON A. JONES, JR.  
 United States District Judge

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PLAINTIFF AND DEFENDANTS STIPULATION  
 AND (PROPOSED) ORDER OF DISMISSAL  
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RECEIVED TIME JUL. 25. 10:08AM

PRINT TIME JUL. 25. 10:14AM

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (hereinafter referred to as the "AGREEMENT") is entered into as of this 16th day of July 2001 by and among the following parties (all of who may be collectively referred to as the "PARTIES" unless delineated otherwise)

a) JONI HALPERN, an Individual (hereinafter referred to as "HALPERN") and the not for profit organization, Supportive Parents Information Network ("SPIN"), of which she is Director; and

b) SAN DIEGO COUNTY acting by and through its Health and Human Services Agency, along with several supervisors and administrators within the County sued in both their individual and representative capacities (HEREINAFTER referred to as "THE AGENCY" unless otherwise specified). As used herein, AGENCY includes agents, employees and other individuals under the direct supervision and control of the County Health and Human Services Agency.

### RECITALS

This Settlement Agreement and Mutual Release of All Claims is made with reference to the following facts:

1. Plaintiff SPIN has filed a federal lawsuit in United States District Court, Southern District of California (No. 01-CV-00071) alleging various causes of action, including but not limited to, violation of provisions of the federal and state Constitutions, denial of Equal Protection, denial of rights to free speech, etc.
2. The AGENCY and its agents individually and collectively deny wrongdoing of any kind whatsoever, as liability for the claims, allegations, contentions and causes of action about which SPIN complains or could complain. Likewise, SPIN has denied any wrongdoing related to any of the allegations in the federal complaint. In making this AGREEMENT, no party is admitting the sufficiency of any claims, allegations, assertions, contentions or positions. The PARTIES to this

AGREEMENT have nevertheless agreed to enter into the settlement and release to avoid further expense, inconvenience and distraction of litigation, and to be free of further liability from any and all claims whatsoever.

3. The AGENCY hereby reaffirms that its primary and fundamental mission is to provide vital social services to the citizens of this County. The AGENCY recognizes that its duty extends to all citizens. The AGENCY welcomes the input and participation of persons and entities on all subjects related to the services provided by the AGENCY.

a) Accompanying Clients

The AGENCY recognizes that all clients and would-be clients have the right to receive reasonable assistance in securing AGENCY benefits. The AGENCY recognizes that the assistance provided by a trusted advisor or friend can frequently facilitate the process and enhance the client's experience. The AGENCY shall take no action to thwart a client's or would-be client's right to select and secure the assistance of an advisor and shall, with the client's consent, allow the selected advisor to participate in any process by which the client is required or chooses to meet with AGENCY personnel. AGENCY personnel shall have the right to impose reasonable restrictions on the number of assistants greater than two. The AGENCY can and will limit an assistant's participation when the assistant materially and substantially disrupts the ability of the AGENCY to provide client services.

b) Physical Access to AGENCY Property

The AGENCY recognizes and reaffirms that its buildings and property are, first and foremost, public property. Members of the public have an absolute right to assemble and enter AGENCY property in connection with any lawful activity related to the services provided by the AGENCY.

c) **Display Racks Within AGENCY Buildings**

The AGENCY does have several offices in which there are display racks in public areas. Except for those postings and information required by law or regulation, the AGENCY assumes no responsibility for the content of the literature displayed on those racks or any representation contained in that literature. Except as provided above, space on any display rack is available on a first-come, first-served basis. Employees working for the AGENCY, knowing that AGENCY clients are likely to look at and possibly take samples of the literature on display, may periodically evaluate the literature to ensure that it relates to the services provided by the AGENCY and/or does not advertise or solicit business run for profit.

d) **Public Right to Communicate on AGENCY Property**

The AGENCY recognizes and reaffirms that its buildings and property are, first and foremost, public property. Members of the public have the right to assemble and engage in expressive activity on AGENCY property to the full extent provided by law. The AGENCY does not regulate the content of any message expressed by any member of the public and will intervene in such expressive activity only to the extent it materially and substantially disrupts AGENCY business and/or places AGENCY employees or members of the public at risk of immediate physical harm. (For example, the AGENCY will discourage members of the public from assembling in a driveway, parking lot or adjacent roadway where there is a risk of being struck by an automobile.)

**AGREEMENT**

Now, therefore, in consideration of the mutual covenants, promises and warranties set forth herein, the PARTIES agree as follows:

1. The aforesaid recitals are incorporated herein by this reference and made a part of this AGREEMENT.

2. Release:

In exchange for the consideration described below, SPIN does hereby, and for its agents, administrators, successors, and assigns, completely release, acquit and forever discharge the COUNTY and its agents, former agents, employees, former employees and their respective successors from any and all claims, actions, damages, expenses, compensation, workers' compensation and causes of action of any and every kind, nature and character whatsoever, known or unknown, based upon conduct alleged, addressed or directly related to conduct alleged in the Complaint occurring prior to the date of the execution of this AGREEMENT which it may now have, has ever had, or may have in the future against the COUNTY and/or any COUNTY agent. SPIN agrees to immediately file a dismissal with prejudice in the above-referenced litigation.

3. Waiver of Civil Code Section 1542:

In furtherance of this AGREEMENT, SPIN by and through its Executive Director acknowledges that it is familiar with and understands the provisions of California Civil Code Section 1542, providing in pertinent part:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

SPIN hereby specifically waives and relinquishes each and every right or benefit which it has or may have under Civil Code Section 1542 to the full extent that it may lawfully waive such rights. In doing so, SPIN acknowledges that it is aware that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true regarding the subject matter of the claims released herein. Nevertheless, it is the PARTIES' intention to fully, finally and forever settle and release all claims as to the disputed matters, and all claims relative thereto for damages of any kind

arising out of or in any way related to the allegations in the above-referenced complaint which now exist, may exist, have existed in the past or may exist in the future.

4. Consideration:

In exchange for the promises and release described above, the AGENCY agrees that the terms set forth in the foregoing Recitals are binding upon and enforceable against the AGENCY in accordance with the terms set forth in this AGREEMENT. The AGENCY also agrees to undertake training to apprise members of the AGENCY who routinely or who are likely to have contact with members of the public to ensure that said employees are fully familiar with the policies and protocols set forth in the above Recitals.

5. Disputes Arising Under this Agreement

In the event that SPIN or any of its officers, trustees, members or associates, acting at the request, or on behalf, of SPIN has a dispute in the future concerning conduct addressed in this Agreement, including an alleged breach of any term of this Agreement, SPIN will first bring such conduct to the attention of the Director of the AGENCY or his/her designee. As of the date of this AGREEMENT and until further notice, the designee of the AGENCY Director is Jean Shepard, Chief Operations Officer of the AGENCY. The PARTIES recognize that prompt or immediate action may be required in response to any future dispute about conduct addressed in this Agreement. Therefore, the AGENCY agrees that it will provide an initial response to the dispute within two business days after SPIN or its agent brings the dispute to the attention of the Director of the AGENCY or his/her designee. The PARTIES agree they will attempt to informally resolve any future dispute arising under this Agreement by, written, telephonic or electronic communication between SPIN and the Director of the AGENCY or his/her designee, and if necessary, at least one face-to-face meeting between SPIN and the Director or his/her designee. If, for any reason, any future dispute cannot be informally resolved

using the procedure outlined above, the PARTIES agree that the federal court has the power to retain jurisdiction of said dispute.

The PARTIES recognize that some emergency circumstances may arise in which the expressive conduct in which SPIN hopes to engage will be lost or undermined by following the time limits set forth in this paragraph. In such circumstances, SPIN will not be bound by the procedure outlined above but will give the AGENCY designee, Jean Shepard, prompt notice of the substance of the dispute and of its intention to seek federal court enforcement of its rights under this Agreement. Ms Shepard can be contacted at 619/515-6555 or via facsimile at 619/515-6556.

6. Authority:

Each of the PARTIES to this AGREEMENT represents and warrants to the others that each of them has the full power, capacity and authority to enter into this AGREEMENT, that none of them has sold, assigned or in any manner transferred any claims which any of them ever had against the other to any third party, and that no other releases or settlements are necessary from any other person or entity to release and discharge completely the other parties from the claims specified herein.

7. Miscellaneous Provisions

(a) Advice of Counsel:

Each party acknowledges that it has had the opportunity to receive the advice of independent legal counsel prior to the execution of this AGREEMENT. Each party further represents that it is entering into this AGREEMENT freely and voluntarily, relying solely upon the advice of its own counsel, and not relying on the representations of any other party or the counsel of any other party. Each party expressly agrees that this AGREEMENT shall not be construed or interpreted for or against the party drafting the AGREEMENT and that each party had the opportunity to participate in drafting and preparing this AGREEMENT.

(b) Fees and Costs:

Each PARTY understands and agrees that it will be solely responsible for payment of its own attorneys' fees, litigation costs, administrative costs, copying costs and all associated expenses of any kind incurred by them and/or their attorneys. Each PARTY agrees to waive any and all claims for fees and costs against the other incurred in connection with the above-referenced litigation.

(c) Counterparts:

This AGREEMENT may be executed in counterparts with the same force and effect as if all signing parties had executed the same original thereof.

(d) Integration:

This AGREEMENT contains the entire agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations and written agreements between the parties hereto, or any of them, whether written or oral.

(e) Severability:

In the event that any one or more of the provisions of this AGREEMENT shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first written above.

DATED: 7-18-01


Joni Halpern  
JONI HALPERN, Executive Director  
SPIN

COUNTY OF SAN DIEGO

By: [Signature]

Its: Se. Deputy County Counsel

APPROVED AS TO FORM AND CONTENT

  
\_\_\_\_\_  
Counsel for SPIN