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**FILED**  
San Francisco County Superior Court

MAY - 4 2004

GORDON PARK-LI, Clerk  
BY: Mary Nelson  
Deputy Clerk

Attorneys for Respondents  
Diana M. Bontá, in her Official Capacity as  
Director of the California Department of Health Services;  
California Department of Health Services

**SUPERIOR COURT OF CALIFORNIA  
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO**

KEVIN CONLAN,  
ASHER SCHWARZMER and  
THOMAS STEVENS,  
  
Petitioners,  
  
v.  
  
DIANA BONTÁ, DIRECTOR,  
CALIFORNIA DEPARTMENT OF HEALTH  
SERVICES; CALIFORNIA DEPARTMENT  
OF HEALTH SERVICES, et al.,  
  
Respondents.

Case No. 987-697

**STIPULATION REGARDING  
ATTORNEYS' FEES AND COSTS;  
ORDER THEREON**

IT IS HEREBY STIPULATED by and between the parties, through their respective  
undersigned counsel, as follows:

1. This stipulation regarding attorneys' fees and costs is entered into by petitioners  
Kevin Conlan, Asher Schwarzmer and Thomas Stevens, and respondents Diana Bontá, in her

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1 official capacity as Director of the California Department of Health Services, and the California  
2 Department of Health Services (Department).

3 2. This Stipulation is entered into pursuant to paragraph 4 of the Interim Order filed  
4 on May 12, 2003, providing for an interim award of attorneys' fees.

5 3. The Department agrees to pay interim attorneys' fees and expenses in the total  
6 amount of \$302, 951 in full and complete satisfaction of all attorneys' fees and costs arising out  
7 of the above-captioned litigation from its inception, which preceded the filing of the complaint  
8 on June 25, 1997, up to and including May 12, 2003, the date of filing of the Interim Order.

9 4. This award of attorneys' fees and costs shall be paid to the Western Center on  
10 Law and Poverty (Western Center), Federal I.D. No. 95-2897721. Payment shall be mailed to the  
11 Western Center, to the attention of petitioners' attorney, Richard A. Rothschild, who is  
12 authorized to negotiate and accept payment of attorneys' fees and costs on behalf of all  
13 petitioners and all their counsel.

14 5. If the principal sum as set forth in paragraph 3 above is not paid within 90 days  
15 after court approval, then said sum shall be payable with interest thereon calculated from the first  
16 day after the expiration of said 90-day period up to and including the date of actual payment at  
17 the legal rate applicable to government defendants, namely, seven percent (7%) simple interest  
18 per year. (*California Federal Savings and Loan Association v. City of Los Angeles* (1995) 11  
19 Cal.4th 342.)

20 6. Petitioners all agree that upon payment by the Department of the amount of  
21 \$302, 951, plus interest as specified above, if applicable, petitioners release and forever discharge  
22 the State of California, the California Department of Health Services and its officers, agents, and  
23 employees from any and all liability for attorneys' fees and costs arising out of the litigation of  
24 the above-captioned case from its inception, as more fully set forth in paragraph 3 above, up to  
25 and including May 12, 2003.

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1           7.       All parties to the Stipulation agree to execute any and all further documents  
2 consistent with this Stipulation that may be necessary to effectuate the purposes of this  
3 agreement.

4           8.       Nothing contained in this Stipulation shall be construed as an admission by any  
5 party with respect to an entitlement to attorneys' fees and costs, or with respect to the amount set  
6 forth herein to settle the matter of attorneys' fees and costs for the interim period as described in  
7 paragraph 3 above.

8           9.       All parties agree that the terms set forth herein constitute the entire Stipulation  
9 between the parties and that these terms are not subject to modification except by a writing  
10 signed by counsel for all parties.

11          10.      The parties agree that the terms set forth herein are the product of their mutual  
12 negotiation and preparation, and, accordingly, shall not be deemed to have been prepared or  
13 drafted by either the Petitioners or the Respondents. The parties further agree that any court  
14 seeking to interpret this Stipulation should construe it as the product of mutual negotiation and  
15 preparation.

16          11.      The terms of this Stipulation shall be binding upon all parties and their successors,  
17 assigns, employees, officials, agents and representatives.

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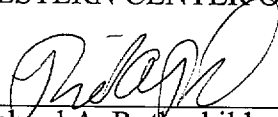
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12. The undersigned represent that they have the necessary authority to sign this Stipulation on behalf of the respective parties they represent.

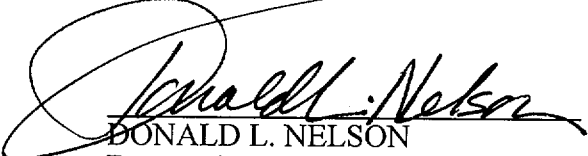
Dated: April 9, 2004

WESTERN CENTER ON LAW & POVERTY

  
Richard A. Rothschild  
Attorneys for Petitioners, Kevin Conlan, Asher Schwarzmer and Thomas Stevens

Dated: April 12, 2004

BILL LOCKYER  
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DOUGLAS M. PRESS  
Supervising Deputy Attorney General

  
DONALD L. NELSON  
Deputy Attorney General

Attorneys for Respondents, Diana M. Bonta' in her official capacity as Director of the California Department of Health Services, and California Department of Health Services