

FILED ~~ENDORSED~~

NOV - 6 2008

By Christa Beebout, Deputy Clerk

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COUNTY OF SACRAMENTO

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File No.: 302.06A

Attorneys for Respondents Bruce Wagstaff, Director, County of Sacramento Department of Human Assistance and Board of Supervisors, County of Sacramento

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

CHRISTINE HOLMAN, ASHLEY  
CRAWFORD and CAREY SHAW,

Petitioners,

vs.

BRUCE WAGSTAFF, DIRECTOR,  
COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE  
and BOARD OF SUPERVISORS, COUNTY  
OF SACRAMENTO,

Respondents.

Case No. 05CS01610

SETTLEMENT AGREEMENT AND  
STIPULATION FOR ORDER REGARDING  
CODE OF CIVIL PROCEDURE 1085  
CAUSE OF ACTION

DATE: August 15, 2008

TIME: 10:00 a.m.

DEPT.: 33

JUDGE: Lloyd. G. Connelly

Respondents, Bruce Wagstaff, Director of Sacramento County Department of Human

Assistance (DHA) and Board of Supervisors, County of Sacramento, by their attorney,

Janice Snyder, Deputy County Counsel, and petitioners, Legal Services of Northern

California (LSNC) and Western Center on Law and Poverty (WCLP), by their attorneys,

Amy Williams, Jodie Berger, Robert Newman, hereby agree and stipulate as follows:

WHEREAS, the parties have reached an agreement to all remaining issues in the  
above matter and desire to avoid further litigation, costs and alleged related causes of  
action and forever settle and resolve the pending disputes involved in this action.

1        WHEREAS, the Board of Supervisors has approved changes to the General  
2 Assistance (GA) Sanction Policy necessary for this settlement agreement to be  
3 implemented.

4        WHEREAS, this agreement in no manner intends to increase, reduce or modify in  
5 any manner current statutory requirements or standards in state and/or federal law.

6        WHEREAS, this agreement shall not be interpreted as or determined to be an  
7 admission of any wrongful or unlawful act, or violation of any state or federal regulation or  
8 statute, or other legal requirement by DHA, the Board of Supervisors, or County.

9        NOW, THEREFORE, in consideration of mutual covenants and conditions contained  
10 herein, the parties agree as follows:

11        **Respondent agrees to:**

12        1.     Implement a policy whereby the GA program will presume negligence for  
13 every first incident of a recipient's failure to perform a program requirement. Recipients  
14 will still be afforded the opportunity to prove good cause, as by statute, a sanction cannot  
15 be imposed where there is good cause for failing to comply. Conversely, if a client directly  
16 expresses a refusal to participate in the program requirements, a proposed sanction will be  
17 initiated. Clients will be advised on each relevant notice that either a willful non-  
18 compliance or the third negligent act will result in a sanction. Clients will also be advised  
19 as to how many negligent acts they have for previous program violations.

20        2.     Extend the timeframe for all clients to request a fair hearing to 10 days. By  
21 making this change, the timeframes for challenging a sanction either by calling the sanction  
22 lift line or contacting the Sanction Control Unit and for requesting a fair hearing will both  
23 be set at 10 days. This change will also align the timeframes in the GA and Food Stamp  
24 programs and, as such, will allow consistency for workers and clients and reduce confusion  
25 regarding notification timeframes.

26        3.     Utilize the two new notices created in response to the above proposed changes  
27 in policy. These notices advise the client of either their first or second negligent act, the 10

1 day timeframe to respond, and the client's right to contest a sanction by either calling the  
2 sanction lift line or contacting the appropriate worker in person. Additionally, DHA's 927  
3 notice has been modified in order to more plainly and clearly advise a client of the  
4 proposed action and necessary steps for review of the proposed action. While these notices  
5 are part of this agreement, DHA is not bound by this language if changes to the relevant  
6 regulations or statutes prompt a necessary change. If any changes to GA Sanction notices  
7 are proposed within the next 3 years, the County will notify LSNC's designee. LSNC's  
8 designee will be Amy Williams until the County receives a request to change the designee.

9 4. Modify the GA Sanction Lift Line language. The original sanction lift line  
10 language did not specifically advise clients that the 24 hour 7 day a week number is a  
11 voicemail system only. As part of this agreement, language will be inserted indicating that  
12 the lift line is a message machine only and that clients must leave a message to have any  
13 action taken on their case.

14 5. Clarify and/or modify, where necessary, GA Program documents to advise  
15 workers that if a client timely calls the sanction lift line and leaves name, date of notice,  
16 and contact information on the line but fails to leave a reason for their failure to comply, a  
17 worker will follow-up with the client via mail or telephone in order to request information  
18 related to the client's reason for not complying with the program requirement.

19 6. Ensure that the GA program documents will reflect that workers need to check  
20 the client's files, CalWIN and other relevant sources to verify that an appointment letter was  
21 mailed out to the correct address prior to initiating any potential action on the case. For  
22 example, workers will be reminded to check addresses in CalWIN and check CalWIN case  
23 comments to review all recent communications with client to ensure that a notice was  
24 mailed to the proper address. Further, these necessary steps will be reiterated to current  
25 staff in order to ensure that proper steps are taken before initiating any sanction action.

26 7. Allow LSNC the opportunity to review and comment on proposed changes to  
27 the GA Sanction Policy as associated with this settlement for the next three years. LSNC  
28

1 will be afforded two weeks to respond to proposed GA Sanction policy changes before the  
2 changes are presented to the Board of Supervisors for approval.

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4 **Petitioner agrees to:**

5 1. Dismiss with prejudice all remaining claims in this matter including the CCP  
6 Section 1085 cause of action in its entirety.

7 2. Release and forever discharge the County of Sacramento and its officers,  
8 employees, agencies, departments, boards, commissions, and all parties named respondents  
9 in this action from all claims, demands, and causes of action arising out of this action,  
10 except in connection with an action to enforce this stipulation and order.

11 3. As a further consideration and inducement for this compromise settlement, the  
12 provisions of Section 1542 of the Civil Code of the State of California, are referred to and  
13 reads as follows:

14 A general release does not extend to claims which the creditor does not  
15 know or suspect to exist in his favor at the time of executing the release,  
16 which if known by him, must have materially affected the settlement with  
17 the debtor.

18 Said provision is hereby expressly waived by each undersigned party, each of whom  
19 expressly agrees that this Settlement Agreement and Mutual Release shall extend and apply  
20 to all unknown, unsuspecting, and unanticipated claims, demands, injuries, or damages, or  
21 expressly waives any equivalent provision of any statute of the United States or any other  
22 state or jurisdiction.

23 **Both Parties further agree and stipulate:**

24 1. The terms of this settlement agreement are subject to change should the  
25 relevant federal or state regulations and/or statutes prompt any necessary changes to GA  
26 policy, procedure, and/or program documents.

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1           2.       Neither party in this action admits to any improper, wrongful, negligent, or  
2 illegal act by entering into this stipulation and nothing in this agreement shall be construed  
3 as an acknowledgement, admission, concession, or stipulation of liability or wrongdoing by  
4 either party.

5           3.       The undersigned parties acknowledge, warrant, represent and agree that in  
6 executing and delivering this instrument, they have had an opportunity to discuss the terms  
7 and implications thereof with legal counsel, they are fully aware of the content thereof and  
8 they knowingly and voluntarily enter into this agreement.

9           4.       The undersigned parties hereby affirm and acknowledge that she, he, or  
10 authorized officer has read this agreement and has had it fully explained and fully  
11 understands the words, terms and their effect.

12          5.       The undersigned parties hereby affirm and acknowledge that this settlement  
13 agreement is a final, full compromise and settlement of all claim, demands, actions, and  
14 causes of action.

15          6.       This agreement may not be modified, altered, or amended except by written  
16 agreement of the parties.

17          7.       It is hereby further understood and agreed that no promises, representations,  
18 understandings, or warranties have been made by any party other than those which are  
19 expressly contained herein. Further, this agreement contains all the terms and conditions  
20 agreed to by the parties and supersedes all prior agreements, negotiations, correspondence,  
21 undertaking and communications of the parties.

22          8.       This stipulation may be executed counterparts, each of which shall be deemed  
23 an original, and all of which together shall constitute one and the same instrument.

24          9.       The term of this agreement shall be three years unless the parties agree to  
25 shorten or extend the term by written agreement.

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1        10.    The parties will attempt to informally resolve the issue of payment of attorneys  
2 fees and costs to petitioners' counsel, however, if not able to informally resolve, subject the  
3 matter of fees and costs to the Court.  
4  
5  
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7        IT IS SO AGREED:  
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9        DATED: June 24, 2008

ROBERT A. RYAN, JR., County Counsel  
Sacramento County, California

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By: 

JANICE M. SNYDER  
Deputy County Counsel

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DATED June 25, 2008

By: 

AMY WILLIAMS  
Legal Services of Northern California  
Attorney for Petitioner

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DATED: June 25, 2008

By: 

JULIE AGUILAR BOGADO  
Legal Services of Northern California  
Attorneys for Petitioner

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DATED: 6/26/08

By: 

JODIE BERGER  
Legal Services of Northern California  
Attorneys for Petitioner

22

23

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25

DATED: 7/3/08

By: 

ROBERT NEWMAN  
Western Center on Law and Poverty  
Attorneys for Petitioner

26

27

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7 Attorneys for Respondents Bruce Wagstaff, Director, County of Sacramento Department  
8 of Human Assistance and Board of Supervisors, County of Sacramento  
9

10 AMY WILLIAMS (SBN 238320)  
11 JULIE AGUILAR ROGADO (SBN 203879)  
12 Legal Services of Northern California  
13 515 12<sup>th</sup> Street  
14 Sacramento, CA 95814  
15 (916) 551-2150  
16 Attorneys for Petitioners Christine Holman, Ashley Crawford & Carey Shaw  
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18 JODIE BERGER (SBN 124144)  
19 Legal Services of Northern California  
20 515 12<sup>th</sup> Street  
21 Sacramento, CA 95814  
22 (707) 643-1408  
23 Attorney for Petitioners Christine Holman, Ashley Crawford & Carey Shaw  
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25 ROBERT T NEWMAN (SBN 86534)  
26 Western Center of Law and Poverty  
27 3701 Wilshire Blvd, Ste 208  
28 Los Angeles, CA 90010-2809  
(213) 487-7211  
Attorney for Petitioners Christine Holman, Ashley Crawford & Carey Shaw

IT IS SO ORDERED:

DATED NOV - 6 2008



By:   
LLOYD G. CONNELLY  
JUDGE OF THE SUPERIOR COURT

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1 CASE NO: 05CS01610

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3 **PROOF OF SERVICE BY MAIL**

4 ELISIA DE BORD declares:

5 I am a citizen of the United States, over the age of 18 years, and not a party to the  
6 above-entitled action. I am employed in the County of Sacramento and my business  
address is 700 H Street, Suite 2650, Sacramento, California 95814.

7 I am readily familiar with the business practices of the collection and processing  
8 of correspondence for mailing with the United States Postal Service, and correspondence  
9 so collected and processed is deposited with the United States Postal Service on the same  
date in the ordinary course of business. On July 11, 2008, I served a copy(ies) of the  
following:

10 **SETTLEMENT AGREEMENT AND STIPULATION FOR ORDER REGARDING**  
11 **CODE OF CIVIL PROCEDURE 1085 CAUSE OF ACTION**

12 on the parties interested in said action by placing a true copy thereof enclosed in an  
envelope or envelopes addressed as follows:

13 AMY WILLIAMS (SBN 238320)  
14 Legal Services of Northern California  
515 12<sup>th</sup> Street  
15 Sacramento, CA 95814

JODIE BERGER (SBN 124144)  
Legal Services of Northern California  
515 12<sup>th</sup> Street  
Sacramento, CA 95814

16 ROBERT T NEWMAN (SBN 86534)  
17 Western Center of Law and Poverty  
3701 Wilshire Blvd, Ste 208  
Los Angeles, CA 90010-2809

18 and then by sealing each envelope and depositing it in the United States Postal Service  
19 following ordinary business practices.

20 I declare under penalty of perjury that the foregoing is true and correct, and that  
this declaration was executed July 11, 2008, at Sacramento, California.

21   
22 ELISIA DE BORD

23  
24  
25 w:\litigate\dha\holman 302.06a\proof.mail.doc