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Attorney General of California
2 JENNIFER G. PERKELL
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7 *Attorneys for Respondents*

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ALAMEDA
11

12
13 **KAREN KOENS, KAREN KOENS as**
Guardian ad litem for MK., VANESSA
14 **LANDEROS-MARTINEZ, and VANESSA**
15 **LANDEROS-MARTINEZ as Guardian ad**
Litem for E.M.,

16 Petitioners,

17 v.

18
19 **WILL LIGHTBOURNE, in his official**
capacity as Director, California Department
20 **of Social Services, CALIFORNIA**
DEPARTMENT OF SOCIAL SERVICES,
21 **JENNIFER KENT, in her official capacity**
as Director California Department of Health
22 **Care Services and CALIFORNIA**
DEPARTMENT OF HEALTH CARE
23 **SERVICES,**

24 Respondents.

Case No. RG17885067

SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS;
[PROPOSED] ORDER

Action Filed: December 7, 2017

25 It is hereby agreed among the Petitioners, Karen Koens, and Karen Koens as Guardian ad
26 litem for M.K., Vanessa Landeros-Martinez, and Vanessa Landeros-Martinez as Guardian ad
27 Litem for E.M. and Marcella Pierson, as Guardian ad Litem for A.M. (Petitioners), and
28 Respondents, Kim Johnson, in her official capacity as Director of the California Department of

1 Social Services (CDSS) and CDSS, and Will Lightbourne, in his official capacity as Director of
2 the California Department of Health Care Services (DHCS) and DHCS ("Respondents," and
3 collectively with Petitioners, "the Settling Parties"), that the Settling Parties enter into the
4 following Settlement Agreement to resolve all pending and remaining claims raised in the matter
5 of *Koens, et al. v. Lightbourne, et al.*, Superior Court of California, County of Alameda, Case No.
6 RG17885067 ("this lawsuit").

7 **DEFINITIONS**

8 These terms, as used in this Settlement Agreement, shall have the following meanings:

- 9 A. The "Action" or "Lawsuit" refers to the case entitled *Koens, et al. v. Lightbourne, et al.*,
10 filed in the Superior Court of California, County of Alameda, Case No. RG17885067;
11 B. NOA means "Notice of Action," as set forth in the CDSS Manual of Policies and
12 Procedures (MPP), §§ 10-116 and 30-763.8;
13 C. IHSS means In-Home Supportive Services;
14 D. PS means the IHSS service of Protective Supervision, as set forth in MPP § 30-757.17
15 et seq.;
16 E. CMIPS means the IHSS Case Management, Information, and Payrolling System.

17 **SPECIFIC TERMS OF THE SETTLEMENT**

18 1. The Settling Parties desire to resolve all claims arising from this lawsuit, and seek to
19 avoid the uncertainty, time, trouble and expense of further litigation, and for those reasons, have
20 entered into this Settlement Agreement along the following terms:

21 2. Respondents shall revise the language of the NOA regarding the reasons why PS may
22 be denied as follows: "Protective Supervision is not available for [list all reasons]. You are not
23 eligible for PS because [list the reason]."

24 3. The Settling Parties have agreed on revised language for NOA messages, attached
25 hereto as Exhibit A, for Respondents to forward to the existing IHSS stakeholder workgroup for
26 review and input.

27 4. Respondent CDSS has agreed to revise the IHSS PS Informational Materials for
28 minors and agreed to create IHSS PS Informational Materials for adults (as set forth in Exhibits B

1 and C respectively, attached hereto). These Informational Materials are written documents for
2 use by counties when conducting IHSS assessments to assist in explaining the IHSS service of
3 Protective Supervision to IHSS applicants and/or recipients. The Settling Parties have agreed
4 upon language in the Informational Materials, which is contained in Exhibits B and C attached
5 hereto, for Respondent CDSS to forward to the existing IHSS stakeholder workgroup for review
6 and input. Once finalized, CDSS will provide these IHSS PS Informational Materials to all
7 counties via an All County Informational Notice (ACIN), and encourage their use by counties;
8 instruct counties on their responsibilities for ensuring that PS has been explained to
9 recipients/applicants; and will place the final Informational Materials on the CDSS website at
10 www.cdss.ca.gov.

11 5. Respondents agree to create a NOA message, and make a CMIPS system change, that
12 would include the basic PS calculation, and, in the interim, to create a NOA message
13 incorporating the language provided in Exhibit A that explains the reasons that PS hours are
14 adjusted, i.e., the elements of the calculation.

15 6. Respondents will forward Exhibits A, B and C to the IHSS Stakeholder workgroup
16 for review and comment. As a member of the IHSS Stakeholder workgroup, the Coalition of
17 California Welfare Rights Organizations staff may participate in the Stakeholder workgroup
18 review.

19 7. Once the Stakeholder workgroup review and comment, as set forth above in ¶¶ 3, 4,
20 and 6, has been completed, Respondents shall provide Petitioners' counsel with written notice of
21 any planned changes to the language contained in Exhibits A, B and/or C based on Stakeholder
22 review. The notice will include an explanation of the change(s). Within 15 days of receipt of any
23 such notice, Petitioners' counsel may share any comments, suggestions or proposals with
24 Respondents. Respondents will in good faith take under consideration any comments,
25 suggestions, or alternate proposal made by Petitioners' counsel and act upon them when
26 appropriate, according to Respondents' sole discretion.

27 8. Within 30 days of Respondent CDSS's receipt of the court's order approving this
28 Settlement Agreement, Respondent CDSS will set aside the 2019 hearing decision in State

1 Hearing No. 2018243265, and issue a new decision ordering Santa Cruz County to assess M.K.
2 for PS for the period of February 6, 2014 – February 21, 2016. The new hearing decision shall
3 also provide that the assessment shall be conducted within 45 days from the date Santa Cruz
4 County receives the new hearing decision; and that, if M.K. is found eligible for PS for the period
5 of February 6, 2014 – February 21, 2016, Santa Cruz County shall authorize PS during that period
6 subject to and consistent with all other IHSS program rules and regulations. Petitioner Karen
7 Koens as Guardian ad litem for M.K agrees to withdraw rehearing number 2019241001.

8 9. Within 30 days of Respondent CDSS's receipt of the court's order approving this
9 Settlement Agreement, Respondent CDSS agrees to set aside the 2017 hearing decision in State
10 Hearing No. 2017060421, and issue a new decision ordering Los Angeles County to assess A.M.
11 for PS for the period of August 9, 2013 through January 31, 2017. The new hearing decision
12 shall also provide that the assessment shall be conducted within 45 days from the date Los
13 Angeles County receives the new hearing decision; and that, if A.M. is found eligible for PS
14 during that period, Los Angeles County shall authorize PS for the period of August 9, 2013
15 through January 31, 2017, subject to and consistent with all other IHSS program rules and
16 regulations.

17 10. Respondents agree to pay Petitioners' counsel in the amount of \$132,000.00 for
18 attorneys' fees and for costs incurred by petitioners in litigating this lawsuit. This amount shall
19 constitute full and complete satisfaction of Petitioners' claims for attorneys' fees and costs arising
20 out of this lawsuit. Petitioners have requested that Respondents shall make payment by check
21 payable to "Coalition of California Welfare Rights Organizations, Inc." Petitioners will complete
22 and return to Respondents the form entitled "Payee Data Record" (standard form 204), that
23 provides the name, address, and tax identification number of Coalition of California Welfare
24 Rights Organizations, Inc., for tax-reporting purposes. Respondents agree to seek an
25 appropriation and budget authority for the agreed-upon amount during the next available budget
26 cycle, within the Governor's Proposed Budget Process for the applicable State Fiscal Year. After
27 Respondents obtain an appropriation or budget authority, as applicable, and once the funds are
28 available to be processed, Respondents agree to submit payment in the amount of \$132,000.00 to

1 “Coalition of California Welfare Rights Organizations, Inc.” If payment is not made within 90
2 days of the effective date of the appropriation or budget authority obtained by Respondents,
3 whichever is sooner, Respondents shall be responsible to pay interest on the payment, pursuant to
4 Civil Code section 3287, subdivision (c), from the 91st day after the effective date of the
5 appropriation or budget authority obtained by Respondents, as applicable, until the date payment
6 is rendered in full. Petitioners agree that any payment pursuant to this paragraph is contingent
7 upon Respondents obtaining the necessary appropriation and budget authority. Petitioners agree
8 that the payment of the sum of \$132,000.00 under this paragraph shall constitute full and
9 complete satisfaction of all claims for attorneys’ fees and costs arising out of this lawsuit, and
10 upon receipt of this payment, Petitioners release Respondents from any further liability for
11 Petitioners’ attorneys’ fees and costs.

12 11. This is a settlement of disputed claims. Nothing in this Settlement Agreement
13 shall be interpreted or construed as an admission of liability or wrongdoing by any Respondent or
14 state entity.

15 12. Respondents deny any violation of any federal, state, or local law, whether based
16 on the Constitution, statute, or common law, including, without limitation, the Medicaid Act, the
17 California Welfare and Institutions Code, California Government Code, and the California and
18 United States Constitutions. This Settlement Agreement does not constitute an adjudication or
19 finding on the merits of the claims alleged in the Complaint. Moreover, neither this Settlement
20 Agreement, nor any provision herein, shall be admissible in any proceeding as evidence that
21 Respondents have violated any federal, state, or local law, statute, or ordinance.

22 13. Petitioners hereby compromise and settle any and all past, present, or future
23 claims, and any and all demands, obligations or causes of action for injunctive, declaratory, or
24 equitable relief, compensatory or punitive damages, fees, costs, losses, expenses, and/or
25 compensation, whether based on Constitutional, tort, contract, statutory, or other theories of
26 recovery, that Petitioners now have, or may hereafter have, whether known or unknown, against
27 Respondents, and any of Respondents’ predecessors and successors in interest, heirs, assigns,
28 successors, officers, agents, employees, attorneys, insurers, or other representatives for any act or

1 omission that was or could have been alleged in, or in any way relates to the subject matter of,
2 this Action. Further,

3 (a) Petitioners acknowledge and agree that this release of liability applies to all
4 claims for injuries, damages, or losses to Petitioners' person and property, real or personal,
5 whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or
6 patent or latent, that Petitioners may have against Respondents, and their predecessors and
7 successors in interest, heirs, assigns, successors, officers, agents, employees, attorneys, insurers,
8 or other representatives, and **Petitioners thereby waive application of Civil Code section 1542.**

9 (b) Petitioners certify that they have read the following provisions of Civil Code
10 section 1542:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
12 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
13 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
14 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
15 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
16 **DEBTOR OR RELEASED PARTY.**

17 14. The Settling Parties agree to not seek to enforce any provision of the Settlement
18 Agreement without providing the opposing party written notice of intent to initiate an
19 enforcement action, an opportunity to meet and confer, and a time period of at least 30 days to
20 respond or cure.

21 15. Within 30 days of the court's order approving this Settlement Agreement,
22 Petitioners shall file the dismissal of this lawsuit with prejudice.

23 16. It is further agreed by, between, and among the Settling Parties that this document
24 constitutes the sole, entire, and complete agreement between the parties to resolve the claims set
25 forth in Petitioners' lawsuit. The terms set forth in this Settlement Agreement constitute the
26 entire Settlement Agreement and are not subject to modification except by a writing signed by all
27 of the Settling Parties through their respective counsel.

28 17. This Settlement Agreement may be executed through the use of two or more
counterparts, each of which will be deemed an original, and together shall constitute one written

instrument. Photographic or facsimile copies of signed counterparts may be used in lieu of the originals for any purpose and shall have the same force and effect as an original ink signature.

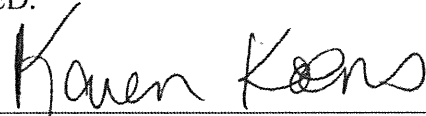
18. This Settlement Agreement shall be signed by each of the Settling Parties and their counsel. The undersigned and their counsel represent that they have the full power and authority to execute this Settlement Agreement on each party's respective behalf and to bind the parties.

19. This Settlement Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. No prior versions of this Settlement Agreement, or written proposals of any party, are admissible in any court or for any purpose, including, but not limited to, for purposes of interpreting the meaning of this Settlement Agreement or for work group discussions. This Settlement Agreement is the product of drafting by all the Settling Parties and, in construing this Settlement Agreement, no party shall have any term or provision hereof construed against it solely by reason of such party having drafted this Settlement Agreement or any portion of it.

20. This Settlement Agreement shall be governed by the laws and regulations of the State of California. Any proceeding regarding enforcement of this Settlement Agreement shall be brought in the County of Alameda. To the extent applicable law or legal requirements change, such that any settlement term is rendered void or unenforceable, such changes shall control over the settlement term(s), and all other terms shall remain in full force and effect.

IT IS SO STIPULATED AND AGREED.

Dated: 1/6/2021


By: Karen Koens

PETITIONER KAREN KOENS AND KAREN
KOENS AS GUARDIAN AD LITEM FOR M.K.

Dated: _____

By: Vanessa Landeros-Martinez

PETITIONER VANESSA LANDEROS-
MARTINEZ AND VANESSA LANDEROS-
MARTINEZ AS GUARDIAN AD LITEM FOR
E.M.

1 instrument. Photographic or facsimile copies of signed counterparts may be used in lieu of the
2 originals for any purpose and shall have the same force and effect as an original ink signature.

3 18. This Settlement Agreement shall be signed by each of the Settling Parties and their
4 counsel. The undersigned and their counsel represent that they have the full power and authority
5 to execute this Settlement Agreement on each party's respective behalf and to bind the parties.

6 19. This Settlement Agreement, along with any exhibits attached hereto, encompasses
7 the entire agreement of the Parties, and supersedes all previous understandings and agreements
8 between the Parties, whether oral or written. No prior versions of this Settlement Agreement, or
9 written proposals of any party, are admissible in any court or for any purpose, including, but not
10 limited to, for purposes of interpreting the meaning of this Settlement Agreement or for work
11 group discussions. This Settlement Agreement is the product of drafting by all the Settling
12 Parties and, in construing this Settlement Agreement, no party shall have any term or provision
13 hereof construed against it solely by reason of such party having drafted this Settlement
14 Agreement or any portion of it.

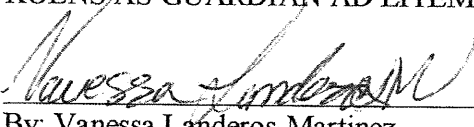
15 20. This Settlement Agreement shall be governed by the laws and regulations of the
16 State of California. Any proceeding regarding enforcement of this Settlement Agreement shall be
17 brought in the County of Alameda. To the extent applicable law or legal requirements change,
18 such that any settlement term is rendered void or unenforceable, such changes shall control over
19 the settlement term(s), and all other terms shall remain in full force and effect.

20 IT IS SO STIPULATED AND AGREED.

21 Dated: _____

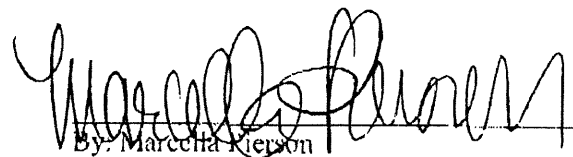
22
23 By: Karen Koens
24 PETITIONER KAREN KOENS AND KAREN
25 KOENS AS GUARDIAN AD LITEM FOR M.K.

26 Dated: 01/07/2021

27 
28 By: Vanessa Landeros-Martinez
PETITIONER VANESSA LANDEROS-
MARTINEZ AND VANESSA LANDEROS-
MARTINEZ AS GUARDIAN AD LITEM FOR
E.M.

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Dated: 1.11.2021



By: Marcella Pierson
PETITIONER MARCELLA PIERSON AND
MARCELLA PIERSON AS GUARDIAN AD
LITEM for A.M.

Dated: _____

By: TORENE L.M. SCHWAB,
DEPUTY DIRECTOR, LEGAL DIVISION, for
RESPONDENTS CALIFORNIA DEPARTMENT
OF SOCIAL SERVICES AND DIRECTOR KIM
JOHNSON

Dated: _____

By: WILL LIGHTBOURNE
DIRECTOR, CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES for
RESPONDENTS CALIFORNIA DEPARTMENT
OF HEALTH CARE SERVICES AND DIRECTOR
WILL LIGHTBOURNE

APPROVED AS TO FORM:

Dated: _____

COALITION OF CALIFORNIA WELFARE
RIGHTS ORGANIZATIONS, INC.

By: _____
GRACE GALLIGHER
ERIN SIMONITCH
Attorneys for Petitioners

Dated: _____

XAVIER BECERRA
Attorney General of California
JENNIFER G. PERKELL
Supervising Deputy Attorney General
HADARA R. STANTON
Deputy Attorney General

By: _____
Deputy Attorney General Hadara R. Stanton
Attorneys for Respondents

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Dated: _____

By: Marcella Pierson
PETITIONER MARCELLA PIERSON AND
MARCELLA PIERSON AS GUARDIAN AD
LITEM for A.M.

Dated: _____

By: TORENE L.M. SCHWAB,
DEPUTY DIRECTOR, LEGAL DIVISION, for
RESPONDENTS CALIFORNIA DEPARTMENT
OF SOCIAL SERVICES AND DIRECTOR KIM
JOHNSON

Dated: 1/20/2024



By: WILL LIGHTBOURNE
DIRECTOR, CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES for
RESPONDENTS CALIFORNIA DEPARTMENT
OF HEALTH CARE SERVICES AND DIRECTOR
WILL LIGHTBOURNE

APPROVED AS TO FORM:

Dated: _____

COALITION OF CALIFORNIA WELFARE
RIGHTS ORGANIZATIONS, INC.

By: _____
GRACE GALLIGHER
ERIN SIMONITCH
Attorneys for Petitioners

Dated: _____

XAVIER BECERRA
Attorney General of California
JENNIFER G. PERKELL
Supervising Deputy Attorney General
HADARA R. STANTON
Deputy Attorney General

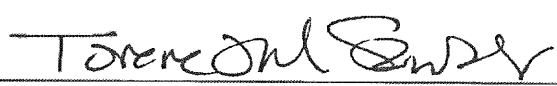
By: _____
Deputy Attorney General Hadara R. Stanton
Attorneys for Respondents

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Dated: _____

By: Marcella Pierson
PETITIONER MARCELLA PIERSON AND
MARCELLA PIERSON AS GUARDIAN AD
LITEM for A.M.

Dated: JAN 26 2021


By: TORENE L.M. SCHWAB,
DEPUTY DIRECTOR, LEGAL DIVISION, for
RESPONDENTS CALIFORNIA DEPARTMENT
OF SOCIAL SERVICES AND DIRECTOR KIM
JOHNSON

Dated: _____

By: WILL LIGHTBOURNE
DIRECTOR, CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES for
RESPONDENTS CALIFORNIA DEPARTMENT
OF HEALTH CARE SERVICES AND DIRECTOR
WILL LIGHTBOURNE

APPROVED AS TO FORM:

Dated: _____

COALITION OF CALIFORNIA WELFARE
RIGHTS ORGANIZATIONS, INC.

By: _____
GRACE GALLIGHER
ERIN SIMONITCH
Attorneys for Petitioners

Dated: _____

XAVIER BECERRA
Attorney General of California
JENNIFER G. PERKELL
Supervising Deputy Attorney General
HADARA R. STANTON
Deputy Attorney General

By: _____
Deputy Attorney General Hadara R. Stanton
Attorneys for Respondents

1 Dated: _____

By: Marcella Pierson
PETITIONER MARCELLA PIERSON AND
MARCELLA PIERSON AS GUARDIAN AD
LITEM for A.M.

5 Dated: _____

By: TORENE L.M. SCHWAB,
DEPUTY DIRECTOR, LEGAL DIVISION, for
RESPONDENTS CALIFORNIA DEPARTMENT
OF SOCIAL SERVICES AND DIRECTOR KIM
JOHNSON

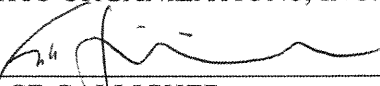
9 Dated: _____

By: WILL LIGHTBOURNE
DIRECTOR, CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES for
RESPONDENTS CALIFORNIA DEPARTMENT
OF HEALTH CARE SERVICES AND DIRECTOR
WILL LIGHTBOURNE

14 APPROVED AS TO FORM:

15 Dated: Jan. 21 2021

COALITION OF CALIFORNIA WELFARE
RIGHTS ORGANIZATIONS, INC.

By: 
GRACE GALLIGHER
ERIN SIMONITCH
Attorneys for Petitioners

20 Dated: _____

XAVIER BECERRA
Attorney General of California
JENNIFER G. PERKELL
Supervising Deputy Attorney General
HADARA R. STANTON
Deputy Attorney General

By: _____
Deputy Attorney General Hadara R. Stanton
Attorneys for Respondents

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Dated: _____

By: Marcella Pierson
PETITIONER MARCELLA PIERSON AND
MARCELLA PIERSON AS GUARDIAN AD
LITEM for A.M.

Dated: _____

By: TORENE L.M. SCHWAB,
DEPUTY DIRECTOR, LEGAL DIVISION, for
RESPONDENTS CALIFORNIA DEPARTMENT
OF SOCIAL SERVICES AND DIRECTOR KIM
JOHNSON

Dated: _____

By: WILL LIGHTBOURNE
DIRECTOR, CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES for
RESPONDENTS CALIFORNIA DEPARTMENT
OF HEALTH CARE SERVICES AND DIRECTOR
WILL LIGHTBOURNE

APPROVED AS TO FORM:

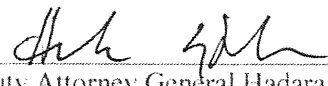
Dated: Jan. 21, 2021

COALITION OF CALIFORNIA WELFARE
RIGHTS ORGANIZATIONS, INC.

By: 
GRACE GALLIGHER
ERIN SIMONITCH
Attorneys for Petitioners

Dated: Jan. 26, 2021

XAVIER BECERRA
Attorney General of California
JENNIFER G. PERKELL
Supervising Deputy Attorney General
HADARA R. STANTON
Deputy Attorney General

By: 
Deputy Attorney General Hadara R. Stanton
Attorneys for Respondents

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[PROPOSED] ORDER

Having reviewed the foregoing Settlement Agreement and Release of All Claims between
Petitioners and Respondents, the above Settlement Agreement is made an order of the Court.

IT IS SO ORDERED.

Dated: _____

HONORABLE PATRICK MCKINNEY
Judge of the Superior Court

SF2017402603/424850053

EXHIBIT A

NOA MESSAGE	CURRENT LANGUAGE	AGREED UPON REVISION
PS08 NOA	You are not eligible for the services of Protective Supervision because the case information shows you are not physically able to harm yourself. (MPP Section 30-757.17)	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is for people who are mentally impaired or mentally ill who might hurt themselves. Your case information shows you are not physically able to hurt yourself. (MPP Section 30-757.17, <i>Calderon v. Anderson</i>)
PS09 NOA	You are not eligible for the services of Protective Supervision because you do not have a mental impairment or a mental illness. (MPP 30- 757.171)	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is for people who are mentally impaired or mentally ill. Your case information shows that you do not have a mental impairment or mental illness. (MPP Section 30-757.171)
PS10 NOA	You are not eligible for the services of Protective Supervision because your case information shows you are self-directed in that you can understand and assess dangerous situations and can stop yourself from doing things that may harm yourself. (MPP Section 30-757.171)	You are not eligible for IHSS Protective Supervision because your case information shows you are self-directed because you know when things are dangerous and may cause you to get hurt and you can stop yourself from doing harmful things. (MPP Section 30-757.171)
PS 11 NOA	You are not eligible for the services of Protective Supervision because your behavior, which causes you the risk of injury, is not related to your mental impairment or mental illness. (MPP Section 30-757.171)	You are not eligible for IHSS Protective Supervision because your case information shows that your actions, that could cause you to get hurt, are not related to your mental impairment or mental illness. (MPP Section 30-757.171)

NOA MESSAGE	CURRENT LANGUAGE	AGREED UPON REVISION
PS12 NOA	You are not eligible for the services of Protective Supervision because the supervision you are requesting is for friendly visiting or social activities. [MPP Section 30-757.172(a)]	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is not for a friendly visit or social activity. Your case information shows that the supervision you asked for is only to have a friendly visit or social activity. [MPP Section 30-757.172(a)]
PS 13 NOA	You are not eligible for the services of Protective Supervision because your need for PS is caused by a medical condition and the assistance and supervision you need is medical in nature. [MPP Section 30-757.172(b)]	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is not for medical supervision. Your case information shows that the supervision you need is medical or for a medical condition. [MPP Section 30-757.172(b)]
PS 14 NOA	You are not eligible for the services of Protective Supervision because the case information shows that, although you have fallen recently or have demonstrated a tendency to fall, it is not due to your mental impairment or mental illness. [MPP Section 30-757.172(c)]	You are not eligible for IHSS Protective Supervision because the case information shows that, although you have fallen recently or have shown a tendency to fall, it is not due to your mental impairment or mental illness. [MPP Section 30-757.172(c)]
PS 15 NOA	You are not eligible for the services of Protective Supervision because your risk of injury is in anticipation of a medical emergency; and Protective Supervision cannot be authorized to help monitor for medical emergencies that might happen. [MPP Section 30-757.172(c)]	You are not eligible for IHSS Protective Supervision because your case information shows that you want Protective Supervision because of a possible medical emergency. Protective Supervision cannot be authorized to help monitor for medical emergencies that might happen. [MPP Section 30-757.172(c)]

NOA MESSAGE	CURRENT LANGUAGE	AGREED UPON REVISION
PS 16 NOA	You are not eligible for the services of Protective Supervision because your behavior, which puts you at risk of injury, is aggressive or anti-social. Protective Supervision cannot be authorized to prevent or control anti- social or aggressive recipient behavior. [MPP Section 30-757.172(d)]	You are not eligible for IHSS Protective Supervision. Your case information shows you only need supervision to protect you from harm caused by your aggressive or antisocial behavior. Protective Supervision is not for people who need protection because of their own anti-social or aggressive behavior. [MPP Section 30-757.172(d)]
PS 17 NOA	You are not eligible for the services of Protective Supervision because the potentially dangerous activity you engage in is deliberate, self-destructive behavior where you knowingly and intentionally try to harm yourself. [MPP Section 30-757.172(e)]	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is not for people who hurt themselves on purpose. Your case information shows that your actions that could hurt you are done on purpose to hurt yourself. [MPP Section 30-757.172(e)]
PS 18 NOA	You are not eligible for the services of Protective Supervision because the case information shows the type of supervision needed is similar to routine childcare. [MPP Section 30-763.456(d)]	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is not for routine childcare. Your case information shows that you asked for supervision similar to routine childcare. [MPP Section 30-763.456(d)]
PS 19 NOA	You are not eligible for the services of Protective Supervision because you do not need more supervision than a child of your same age without a mental impairment or mental illness. (<i>Garrett v. Anderson</i>)	You are not eligible for IHSS Protective Supervision. Your case information shows that you do not need more supervision than a child of your same age who does not have a mental impairment or mental illness. (<i>Garrett v. Anderson</i>)

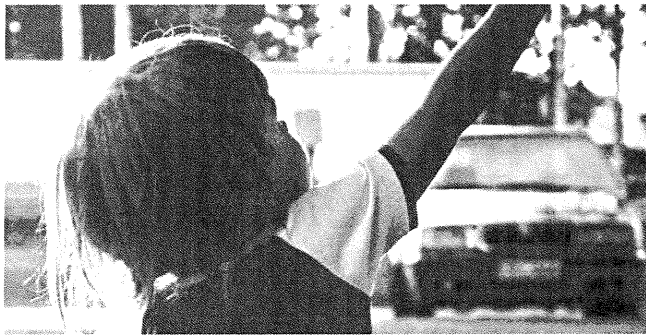
NOA MESSAGE	CURRENT LANGUAGE	AGREED UPON REVISION
PS 20 NOA	You are not eligible for the services of Protective Supervision because the case information shows you do not need supervision 24-hours-a-day to remain safely at home. [MPP Section 30-757.173(a)]	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is for people who need supervision 24 hours a day to stay at home safely. Your case information shows you are able to stay at home safely without 24-hour supervision. [MPP Section 30-757.173(a)]
PS 21 NOA	You are not eligible for the services of Protective Supervision because the case information shows that your need for supervision is infrequent and episodic; therefore, supervision is not needed 24-hours-a-day. [MPP Section 30-757.173(a)]	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is for people who need supervision 24 hours a day. Your case information shows you only need supervision sometimes and for certain activities. [MPP Section 30-757.173(a)]
PS 22 NOA	You are not eligible for the services of Protective Supervision because the case information shows your need for supervision is at predictable times; therefore, supervision is not needed 24-hours-a-day. [MPP Section 30-757.173(a)]	You are not eligible for IHSS Protective Supervision because IHSS Protective Supervision is for people who need supervision 24 hours a day. Your case information shows you only need supervision at regular and specific times. [MPP Section 30-757.173(a)]
HOUR REDUCTION - ALTERNATE RESOURCES	The hours of IHSS you get are decreased. Here's why: You told us that some or all of each of the following services are being provided to you by an alternative resource at no cost to you: [Services] If you stop receiving these services through this alternative resource please contact your social worker. (MPP 30-763.6)	As of [date] you will get fewer hours of IHSS. Here's why: You told us that you are getting some or all of your Protective Supervision (PS) from another resource, such as another agency or program, at no cost to you. If you stop receiving these services through this alternative resource, please contact your social worker. (MPP 30-763.6)

NOA MESSAGE	CURRENT LANGUAGE	AGREED UPON REVISION
HOUR INCREASE	As of [date], the hours of IHSS you get are increased. Here's why: The reassessment of your needs done on [date] found that your condition has changed and/or that you now need additional assistance in these areas (MPP 30-756, MPP 30-757, MPP 30-761, MPP 30-763): [services]	As of [date], you will get more hours of IHSS. Here's why: On [date], a reassessment of your needs was done. The reassessment showed that your condition has changed and that you now need more help in these areas: (MPP 30-756, MPP 30-757, MPP 30-761, MPP 30-763): [services]
PS APPROVAL	As of [date], you can get [x] hours, x minutes] of protective supervision services because a recent assessment showed that you are non-self-directing, confused, mentally impaired or mentally ill and need 24-hour supervision to safeguard you from injury, hazard or accident. During times outside of IHSS authorized protective supervision, supervision must be provided through another agency or person. [MPP 30-757.171]	As of [date], you can get ### hours, ## minutes per week of protective supervision services. At your last assessment we found that you are mentally impaired or mentally ill and you cannot assess when something is dangerous and take action to avoid getting hurt. You need 24-hour supervision to help you avoid getting hurt. During times outside of IHSS authorized protective supervision, supervision must be provided through another agency or person. [MPP 30-757.171]
PS DEFINITION	Observing the behavior of a non-self-directing, confused, mentally impaired or mentally ill recipient and assisting as appropriate to guard recipient against injury, hazard or accident. Certain limitations apply. MPP 30-757.17	Protective Supervision is when an IHSS provider watches a person who is mentally impaired or mentally ill on a continual basis to prevent them from doing things which will cause them to get hurt. MPP 30-757.17

EXHIBIT B

In-Home Supportive Services (IHSS) Protective Supervision Services for Minor Children

The In-Home Supportive Services (IHSS) program provides Protective Supervision (PS) services to minor children (children who are under 18 years old) who meet certain criteria. PS is when an IHSS provider watches a recipient and keeps them safe by stopping them from doing things that will cause them to get hurt. This program service is available for minor children who are non self-directing because of a mental impairment or mental illness.



Non self-directing means that because of their mental impairment or mental illness, and not their age, the minor child does not understand what is dangerous. Because a non self-directing minor child does not know what is dangerous, they are more likely to do things that are dangerous and risky that could cause them to get hurt.

Protective Supervisions (PS) for IHSS Minors

If a minor child can get IHSS, the county social worker will assess if the minor child needs PS. This will be a part of the minor child's overall IHSS assessment, when the county social worker comes to the minor child's home to determine what IHSS services they need to remain safely at home. If a minor child does not need more supervision than a child of the same age who does not have a mental impairment or mental illness, they cannot get PS. More supervision means the provider must spend more time to keep the minor child safe than they would for a child the same age without a mental impairment or mental illness. More supervision can mean more time, more intensity, or both. Note: the social worker will still assess all mentally impaired or mentally ill children for PS, even if the child can stay home alone for a short amount of time.

The county social worker will:

- Assess if the minor child has a mental impairment or mental illness.
- Assess the minor child's memory orientation, and judgment.
- Assess if a minor child needs more supervision than a child of the same age that does not have a mental impairment or mental illness.
- Ask for information like medical records and school records that may be needed to decide if the minor child needs PS.

Parents or legal guardians can help the county social worker to decide if PS is

needed by sharing information and paperwork about their minor child's mental impairment or mental illness. It can be helpful for parents or legal guardians to write down all the times their minor child hurt themselves or could have hurt themselves because of their mental impairment or mental illness.

Parents or legal guardians should "Stop and Think" about the questions below to help understand if their minor child can get PS.

STOP AND THINK:

1. Does my minor child not understand danger or when he/she might get hurt because of their mental impairment or mental illness?
2. Will my minor child likely do things that could cause him/her to get hurt because of his/her mental impairment or mental illness?
3. Does my minor child have the physical ability to put himself/herself in danger?
4. Does my minor child need more supervision than another child the same age who is not mentally impaired or mentally ill?
5. Do I have to supervise my minor child 24 hours a day because of his/her mental impairment or mental illness? If yes, who helps me with this supervision?

If you answered yes to any of these "Stop and Think" questions, you should ask your county IHSS social worker about PS.

Keep in mind that:

- PS is not a way to get a friendly visit or have a social activity.
For example: A child who wants someone to visit to play with him/her.
- PS is not for when the need is because of a medical condition that needs to be checked.
For example: A child who has diabetes cannot get PS when the only need is to make sure they eat the right foods.
- PS is not for when a child needs supervision because of a possible medical emergency.
For example: A child who has epilepsy cannot get PS when the only need is to watch them for a possible seizure.
- PS is not to stop or control anti-social or aggressive behavior.
For example: A child with a mental illness who hits and kicks other people cannot get PS.
- PS is not to stop a child from hurting himself/herself on purpose.
For example: A child who hits himself/herself knowing it will hurt cannot get PS.

The Number of Hours of Protective Supervision (PS) Your Minor Child May Get

If you get IHSS-type care outside your home, those services might be an alternative resource. For example, if your minor child goes to school. The hours your minor child is at school could be an alternative resource for PS. If your minor child is getting PS from an alternative resource, those hours will be deducted from your minor child's assessed need for PS as a part of IHSS.

EXHIBIT C

In-Home Supportive Services (IHSS) Protective Supervision Services for Adults

The In-Home Supportive Services (IHSS) program provides Protective Supervision (PS) services to people who meet certain criteria. PS is when an IHSS provider watches a recipient and keeps them safe by stopping them from doing things that will cause them to get hurt. This program service is available for mentally impaired or mentally ill people who are also non self-directing.



Non self-directing means that because of their mental impairment or mental illness, the person does not understand what is dangerous. Because non self-directing people do not know what is dangerous, they are more likely to do things that are dangerous and risky that could cause them to get hurt.

Keep in mind that:

- PS is not a way to get a friendly visit or have a social activity.
For example: A person who is lonely and wants a visitor.
- PS is not for when the need is because of a medical condition.
For example: A person needs someone to take his/her blood pressure to be sure it is not too high.
- PS is not for when a person needs supervision because of a possible medical emergency.
For example: A person with heart disease who needs someone to watch for signs of a heart attack.
- PS is not to stop or control anti-social or aggressive behavior.
For example: A person with a mental illness who tries to hurt other people cannot get PS.
- PS is not to stop a person from hurting himself/herself on purpose.
For example: A person who cuts himself/herself knowing it will hurt cannot get PS.

The Number of Hours of Protective Supervision (PS) You May Get

If you get IHSS-type care outside your home, those services might be an alternative resource. PS can be an alternative resource too. For example, if you go to a day care program that has supervision. The supervision at that place might be an alternative resource for PS. If you are getting PS from an alternative resource, those hours will be deducted from your assessed need for PS as a part of IHSS.

DECLARATION OF SERVICE BY E-MAIL and U.S. Mail

Case Name: **Koens, et al. v. Lightbourne, et al.**
No.: **RG17885067**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On January 27, 2021, I served the attached

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS; [PROPOSED]
ORDER**

by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, addressed as follows:

Grace A. Galligher, Esq.
Erin G. Simonitch, Esq.
Coalition of California Welfare Rights
Organizations
1111 Howe Ave, Suite 635
Sacramento, CA 95825
E-mail Address: galligherg@gmail.com
E-mail Address: erin.simonitch@ccwro.org

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on January 27, 2021, at San Francisco, California.

Christine Hoang
Declarant

Christine Hoang
Signature