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File No.: 360.06A

Attorneys for County of Sacramento

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SACRAMENTO

SACRAMENTO LOAVES AND FISHES, THOMAS WELLS, SUE FIFIELD, KRISTINA PRUETT and THERESA RODRIGUEZ,

Petitioners,

VS.

BOARD OF SUPERVISORS, COUNTY OF SACRAMENTO, and BRUCE WAGSTAFF in his official capacity as DIRECTOR OF THE SACRAMENTO COUNTY DEPARTMENT OF HUMAN ASSISTANCE, and JOHN A. WAGNER in his official capacity as DIRECTOR OF THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES,

Respondents.

Case No. 06CS01024

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

FILED / ENDORSED

APR 16 2010

By Civista Beebout, Deputy Clerk

DEPT.: 33 JUDGE: Honorable L. 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, Respondent John A. Wagner, in his official capacity as Director of the California Department of Social Service (CDSS), by his attorney, Christine Murphy, Deputy Attorney General, and petitioners Sacramento Loaves and Fishes, Thomas Wells, Sue Fifield, Kristina Pruett and Theresa Rodriguez, by their attorneys, Julie Aguilar Rogado, Jodie Berger and Amy Williams of Legal

Services of Northern California (LSNC) and Grace Galligher of Coalition of California Welfare Rights Organizations (CCWRO), hereby agree and stipulate as follows:

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

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

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

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

Respondents DHA and Sacramento County Board of Supervisors agree to:

- 1. Complete and implement Corrective Action Plan (CAP) checklists for any DHA bureau where the Expedited Services (ES) processing rate drops below 90% for any month. Further, Petitioners' Counsel will have a right to meet with Respondent DHA to discuss the reasons for the drop in the processing rate and actions taken to improve the processing rate. DHA will in good faith take under consideration any comments, suggestions, or alternate proposals and act upon them when appropriate.
- 2. Maintain the current level of decentralization of ES applications by continuing to accept Family Non-Assistance Food Stamps (NAFS) intakes at all CalWORKs bureaus. DHA agrees to not eliminate the current decentralization without providing 30 days prior written notice to Petitioners' Counsel. However, should a change in the current level of decentralization occur by actions of a government entity and without prior sufficient notice to DHA, Petitioners' Counsel will be notified within seven days

from the date of the government action. Petitioners' Counsel will have a right to meet with Respondent DHA to discuss and DHA will in good faith take under consideration Petitioners' comments, suggestions, and alternate proposals and act upon them when appropriate.

- 3. Allow an ES applicant the option of scheduling their ES interview at the bureau where the food stamp case will be assigned or at any other food stamp office, if an ES appointment is available at the requested bureau.
- 4. Permanently implement the Application Assistance (AA) Program. While DHA cannot guarantee that staff levels in this program will remain consistent with the July 31, 2008 staffing levels due to potential budget issues, DHA will provide Petitioners' Counsel 30 days prior written notice of planned reductions in the number of AA positions. "Positions" mean the number of full time equivalents, including both regular and temporary employees, assigned to work for some portion of their work day as AAs. Should a reduction occur by actions of a government entity and without prior sufficient notice to DHA, Petitioners' Counsel will be notified within seven days from the date of the government action. Petitioners' Counsel will have a right to meet with Respondent DHA to discuss the reductions and DHA will in good faith take under consideration comments, suggestions, and alternate proposals to mitigate the effect of such reduction and act upon them when appropriate.
- 5. Implement an automatic appointment system once the system fits the DHA business process. Once the automated intake scheduling system is implemented, DHA will agree to provide Petitioners' Counsel with 30 days prior written notice if any non-urgent changes to this system are proposed which directly impact the processing of ES applications. However, should a problem arise with this system that requires immediate action, DHA will notify Petitioners' Counsel within seven days after such change has been implemented. Petitioners' Counsel will have the right to meet with Respondent

DHA to discuss the changes and DHA will in good faith take under consideration any comments and suggestions to improve the system and act upon them when appropriate.

- 6. Supervisors in all bureaus that process food stamps applications or accept food stamp applications will continue to be required to conduct training using the department's current PowerPoint presentation every six months for their staff. This training requirement will remain the policy of the Department. Should DHA decide to change this training requirement or the training materials, Petitioners' Counsel will be provided 30 days written notice. Petitioners' Counsel will have a right to meet with Respondent DHA to discuss the proposed changes and DHA will in good faith take under consideration and act upon any comments, suggestions, or alternate proposals when appropriate.
- 7. When possible, DHA will provide Petitioners' Counsel 30 days prior written notice should the number of staff positions available for expedited food stamp processing be reduced at any bureau. "Positions" mean the number of full time equivalents, including both regular and temporary employees, assigned to work for some portion of their work day processing ES applications. Should a reduction occur by actions of a government entity and without prior sufficient notice to DHA, Petitioners' Counsel will be notified within seven days from the date of the government action. Petitioner's Counsel will have a right to meet with Respondent DHA to discuss the reductions and if a meeting is requested, DHA will in good faith take under consideration comments, suggestions, or alternate proposals to mitigate the effect of such reduction and act upon them when appropriate.
 - 8. Provide the following written reports by the 15th day of the month:
 - Department-wide overall ES compliance numbers
 - Number of applications submitted at each bureau that accepts food stamp applications
 - Number of ES appointments scheduled

- Number of no shows for ES appointments
- Number of intake workers accepting ES appointments
- Number of approved ES appointments
- Number of approved ES applications issued within three days
- Number of approved ES applications issued within 4 to 7 days
- Number of approved ES applications issued beyond 8 days.
- 9. Provide a written checklist report by the 20th of the month for any cases approved and issued after seven days indicating the reason for late scheduling or late processing.
- 10. Notify Petitioners' Counsel 30 days prior to implementing a change to policy or procedure or proposed implementation of a new database/software changes which impact Expedited Services Program scheduling, eligibility determinations, interviews, benefits issuance or electronic benefit transfer (EBT) functioning. If an aforementioned change to ES policy or procedure is necessary to immediately remedy a problem impacting the timely issuance of ES benefits, DHA agrees to notify Petitioners' Counsel as soon as possible after the change is implemented and will provide an opportunity to comment on such changes and make suggestions. DHA agrees to, in good faith, take under consideration comments, suggestions, or alternate proposals and act upon them in when appropriate.
- 11. Maintain DHA's current practice of posting information about expedited services at bureau service windows and attach the expedited services information notice to food stamp applications.
- 12. Indentify a point person for Petitioners' Counsel to contact when any issues arise with the timely processing of ES applications in order to resolve any potential problems.

Respondent CDSS agrees to:

- 1. Continue CDSS' quarterly monitoring through the DFA 296X reporting system of DHA's compliance with the expedited food stamp processing rules for two years from the date the court-approved settlement agreement is endorsed by the court.
- 2. Notify Petitioners' Counsel in writing when CDSS requests that DHA submit a corrective plan or other response regarding a failure to follow the expedited food stamp processing rules.

Petitioner agrees to:

- 1. Dismiss all remaining claims and causes of action in this matter except for the motion for Petitioners' attorneys' fees and costs of CCWRO within 14 days after receipt of the endorsed court-approved settlement agreement.
- 2. Release and forever discharges the County of Sacramento and its officers, employees, agencies, departments, boards, commissions, and all parties named respondents in this action from all claims, demands, and causes of action arising out of this action, except in connection with an action to enforce this stipulation and order.
- 3. As a further consideration and inducement for this compromise settlement, the provisions of Section 1542 of the Civil Code of the State of California, are referred to and reads as follows:

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

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

All Parties further agree and stipulate:

- 1. The terms of this settlement agreement are subject to change should the relevant federal or state regulations and/or statutes prompt any necessary changes to policy, procedure, and/or program documents.
- 2. Neither party in this action admits to any improper, wrongful, negligent, or illegal act by entering into this stipulation and nothing in this agreement shall be construed as an acknowledgement, admission, concession, or stipulation of liability or wrongdoing by either party.
- 3. The undersigned parties acknowledge, warrant, represent and agree that in executing and delivering this instrument, they have had an opportunity to discuss the terms and implications thereof with legal counsel, they are fully aware of the content thereof and they knowingly and voluntarily enter into this agreement.
- 4. The undersigned parties hereby affirm and acknowledge that she, he, or authorized officer has read this agreement and has had it fully explained and fully understands the words, terms and their effect.
- 5. The undersigned parties hereby affirm and acknowledge that this settlement agreement is a final, full compromise and settlement of all claim, demands, actions, and causes of action.
- 6. This agreement may not be modified, altered, or amended except by written agreement of the parties.
- 7. It is hereby further understood and agreed that no promises, representations, understandings, or warranties have been made by any party other than those which are expressly contained herein. Further, this agreement contains all the terms and conditions agreed to by the parties and supersedes all prior agreements, negotiations, correspondence, undertaking and communications of the parties.

- 8. This stipulation may be executed counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 9. The term of this agreement shall be two (2) years from the date the approved settlement agreement is endorsed by the Court, unless the parties agree to shorten or extend the term by written agreement.
- 10. The parties request that the Court retain jurisdiction for the purposes of enforcement of this agreement pursuant to CCP 664.6.
- 11. Within thirty (30) days after the Notice of Approval of this Agreement by the Court, CCWRO shall submit its request for attorney fees to Respondents. If within 120 days of the Notice of Approval of this Agreement, the parties are unable to informally resolve the issue of payment of attorney fees and costs to Petitioners' counsel CCWRO, the matter shall be submitted to the Court for determination, unless the Court extends time for the parties to resolve the fees issue.
- 12. If Petitioners seeks reimbursement for costs, Petitioners shall file a memorandum of costs pursuant to California Rule of Court §870.
- 14. This settlement agreement shall be governed by the laws and regulations of the State of California. Any proceeding regarding enforcement of this agreement shall be brought in the County of Sacramento.

1	IT IS SO AGREED:	
2 3 4 5	DATED:	By: Bruce Wagslaff BRUCE WAGSTAFF Director Department of Human Assistance
6	ar .	ROBERT A. RYAN, JR., County Counsel
7		Sacramento County, California
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9	DATED:	By: JANICE M. SNYDER
10		Deputy County Counsel
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13	DATED:	By: FRANK FURTEK
14		Deputy Director of Legal Affairs California Department of Social Services
15	Approved as to form:	
16	DATED:	By: CHRISTINE MURPHY
17		Deputy Attorney General Attorney for Respondent CDSS
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3	DATED: WIGHT BY: BRUCE WAGSTAFF
4	Director Department of Human Assistance
5	Department of Human Assistance
6	ROBERT A. RYAN, JR., County Counsel
7	Sacramento County, California
8	By:
9	JANICE M. SNYDER Deputy County Counsel SBN 198673
10	SBN 198673 700 H Street, Suite 2650 Sacramento, CA 95814 (916) 874-5506
12	(916) 874-5506
13	
14	
15	DATED: By:
16	FRANK FURTEK Deputy Director of Legal Affairs California Department of Social Services
17	
18	Approved as to form:
19	DATED: By: CHRISTINE MURPHY
20	Deputy Attorney General Office of the Attorney General
21	Attorney for Respondent CDSS SBN 183835
22	1300 I Street #125 PO Box 944255
23	Sacramento, CA 94244-2550 (916) 327-6750
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IT IS SO AGREED.

1	IT IS SO AGREED:	•
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3	DATED: 4/13/10	By: BRUCE WAGSTAFF
4	11	Director
5		Department of Human Assistance
6		ROBERT A. RYAN, JR., County Counsel
7		Sacramento County, California
8		10/2/
9		By: JANICE M. SNYDER Deputy County Counsel
10	v.	Deputy County Counsel SBN 198673 700 H Street, Suite 2650
11		700 H Street, Suite 2650 Sacramento, CA 95814 (916) 874-5506
12	·	(910) 674-3300
13		· *
14		
15	DATED:	By: FRANK FURTEK
16		Deputy Director of Legal Affairs California Department of Social Services
17	Landa Pouro	,
18	Approved as to form:	Ву: СПИ
19	DATED:	CHRISTINISMURATY
20		Deputy Attorney General Office of the Attorney General Attorney for Respondent CDSS
21		SBN 183835 1300 L Street #125
22		PO Box 944255 Sacramento, CA 94244-2550
23		(916) 327-6750
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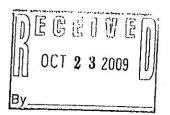
1	IT IS SO AGREED:	
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3	DATED: March 16, 2010	By: BRUCE WAGSTAFF
. 4		Director
5	,	Department of Human Assistance
6		DODDER A DEVANT ID County County
7		ROBERT A. RYAN, JR., County Counsel Sacramento County, California
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9	*	By: JANICE M. SNYDER
10		Deputy County Counsel
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12	11	And And I
13	DATED: 3/35/10	By: FRANK FURTEK
14		Deputy Director of Legal Affairs California Department of Social Services
15	Approved as to form:	
16	DATED: 4/10/10	By: 07/12
17	17107	CHRISTINE MURPHY Deputy Attorney General Attorney for Respondent CDSS
18		Attorney for Respondent CDSS
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SETTLEMENT AGREEMENT AND STIPULATION OF DISMISSAL REGARDING CODE OF CIVIL PROCEDURE 1085 ACTION

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2	DATED:	By: THOMAS WELLS	
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By: Susan FIFIELD SUSAN FIFIELD



SETTLEMENT AGREEMENT AND STIPULATION OF DISMISSAL REGARDING CODE OF CIVIL PROCEDURE 1085 ACTION

By: THERESA RODRIGUEZ