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10 File No.: 360.06A

11 Attorneys for County of Sacramento

12 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 IN AND FOR THE COUNTY OF SACRAMENTO

14 SACRAMENTO LOAVES AND  
15 FISHES, THOMAS WELLS, SUE  
16 FIFIELD, KRISTINA PRUETT and  
17 THERESA RODRIGUEZ,

18 Petitioners,

19 vs.

20 BOARD OF SUPERVISORS, COUNTY  
21 OF SACRAMENTO, and BRUCE  
22 WAGSTAFF in his official capacity as  
23 DIRECTOR OF THE SACRAMENTO  
24 COUNTY DEPARTMENT OF HUMAN  
25 ASSISTANCE, and JOHN A. WAGNER  
26 in his official capacity as DIRECTOR  
27 OF THE CALIFORNIA  
28 DEPARTMENT OF SOCIAL  
SERVICES,

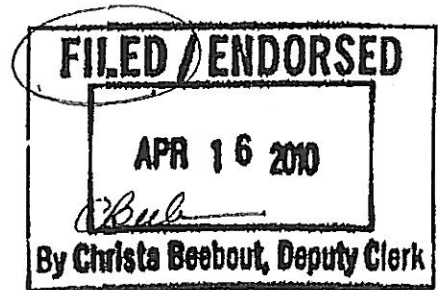
Respondents.

Case No. 06CS01024

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

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



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

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

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

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

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

15 **Respondents DHA and Sacramento County Board of Supervisors agree to:**

16 1. Complete and implement Corrective Action Plan (CAP) checklists for any  
17 DHA bureau where the Expedited Services (ES) processing rate drops below 90% for any  
18 month. Further, Petitioners' Counsel will have a right to meet with Respondent DHA to  
19 discuss the reasons for the drop in the processing rate and actions taken to improve the  
20 processing rate. DHA will in good faith take under consideration any comments,  
21 suggestions, or alternate proposals and act upon them when appropriate.

22 2. Maintain the current level of decentralization of ES applications by continuing  
23 to accept Family Non-Assistance Food Stamps (NAFS) intakes at all CalWORKs  
24 bureaus. DHA agrees to not eliminate the current decentralization without providing 30  
25 days prior written notice to Petitioners' Counsel. However, should a change in the  
26 current level of decentralization occur by actions of a government entity and without  
27 prior sufficient notice to DHA, Petitioners' Counsel will be notified within seven days  
28

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

5 3. Allow an ES applicant the option of scheduling their ES interview at the  
6 bureau where the food stamp case will be assigned or at any other food stamp office, if an  
7 ES appointment is available at the requested bureau.

8 4. Permanently implement the Application Assistance (AA) Program. While  
9 DHA cannot guarantee that staff levels in this program will remain consistent with the  
10 July 31, 2008 staffing levels due to potential budget issues, DHA will provide  
11 Petitioners' Counsel 30 days prior written notice of planned reductions in the number of  
12 AA positions. "Positions" mean the number of full time equivalents, including both  
13 regular and temporary employees, assigned to work for some portion of their work day as  
14 AAs. Should a reduction occur by actions of a government entity and without prior  
15 sufficient notice to DHA, Petitioners' Counsel will be notified within seven days from the  
16 date of the government action. Petitioners' Counsel will have a right to meet with  
17 Respondent DHA to discuss the reductions and DHA will in good faith take under  
18 consideration comments, suggestions, and alternate proposals to mitigate the effect of  
19 such reduction and act upon them when appropriate.

20 5. Implement an automatic appointment system once the system fits the DHA  
21 business process. Once the automated intake scheduling system is implemented, DHA  
22 will agree to provide Petitioners' Counsel with 30 days prior written notice if any non-  
23 urgent changes to this system are proposed which directly impact the processing of ES  
24 applications. However, should a problem arise with this system that requires immediate  
25 action, DHA will notify Petitioners' Counsel within seven days after such change has  
26 been implemented. Petitioners' Counsel will have the right to meet with Respondent  
27

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

3 6. Supervisors in all bureaus that process food stamps applications or accept food  
4 stamp applications will continue to be required to conduct training using the department's  
5 current PowerPoint presentation every six months for their staff. This training  
6 requirement will remain the policy of the Department. Should DHA decide to change  
7 this training requirement or the training materials, Petitioners' Counsel will be provided  
8 30 days written notice. Petitioners' Counsel will have a right to meet with Respondent  
9 DHA to discuss the proposed changes and DHA will in good faith take under  
10 consideration and act upon any comments, suggestions, or alternate proposals when  
11 appropriate.

12 7. When possible, DHA will provide Petitioners' Counsel 30 days prior written  
13 notice should the number of staff positions available for expedited food stamp processing  
14 be reduced at any bureau. "Positions" mean the number of full time equivalents,  
15 including both regular and temporary employees, assigned to work for some portion of  
16 their work day processing ES applications. Should a reduction occur by actions of a  
17 government entity and without prior sufficient notice to DHA, Petitioners' Counsel will  
18 be notified within seven days from the date of the government action. Petitioner's  
19 Counsel will have a right to meet with Respondent DHA to discuss the reductions and if a  
20 meeting is requested, DHA will in good faith take under consideration comments,  
21 suggestions, or alternate proposals to mitigate the effect of such reduction and act upon  
22 them when appropriate.

23 8. Provide the following written reports by the 15<sup>th</sup> day of the month:

- 24 • Department-wide overall ES compliance numbers  
25 • Number of applications submitted at each bureau that accepts food stamp  
26 applications  
27 • 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 20<sup>th</sup> 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. Identify 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.

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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.

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

4           9.     The term of this agreement shall be two (2) years from the date the  
5     approved settlement agreement is endorsed by the Court, unless the parties agree to  
6     shorten or extend the term by written agreement.

7           10.    The parties request that the Court retain jurisdiction for the purposes of  
8     enforcement of this agreement pursuant to CCP 664.6.

9           11.    Within thirty (30) days after the Notice of Approval of this Agreement by  
10    the Court, CCWRO shall submit its request for attorney fees to Respondents. If within  
11    120 days of the Notice of Approval of this Agreement, the parties are unable to  
12    informally resolve the issue of payment of attorney fees and costs to Petitioners'  
13    counsel CCWRO, the matter shall be submitted to the Court for determination, unless  
14    the Court extends time for the parties to resolve the fees issue.

15          12.    If Petitioners seeks reimbursement for costs, Petitioners shall file a  
16    memorandum of costs pursuant to California Rule of Court §870.

17          14.    This settlement agreement shall be governed by the laws and regulations  
18    of the State of California. Any proceeding regarding enforcement of this agreement  
19    shall be brought in the County of Sacramento.  
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IT IS SO AGREED:

DATED:

By: Bruce Wagstaff  
BRUCE WAGSTAFF  
Director  
Department of Human Assistance

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

DATED:

By: \_\_\_\_\_  
JANICE M. SNYDER  
Deputy County Counsel

DATED:

By: \_\_\_\_\_  
FRANK FURTEK  
Deputy Director of Legal Affairs  
California Department of Social Services

Approved as to form:

DATED:

By: \_\_\_\_\_  
CHRISTINE MURPHY  
Deputy Attorney General  
Attorney for Respondent CDSS

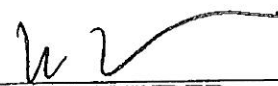
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IT IS SO AGREED:

DATED: 4/13/10

By: \_\_\_\_\_  
BRUCE WAGSTAFF  
Director  
Department of Human Assistance

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

By:  \_\_\_\_\_  
JANICE M. SNYDER  
Deputy County Counsel  
SBN 198673  
700 H Street, Suite 2650  
Sacramento, CA 95814  
(916) 874-5506

DATED:

By: \_\_\_\_\_  
FRANK FURTEK  
Deputy Director of Legal Affairs  
California Department of Social Services

Approved as to form:

DATED:

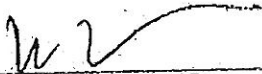
By: \_\_\_\_\_  
CHRISTINE MURPHY  
Deputy Attorney General  
Office of the Attorney General  
Attorney for Respondent CDSS  
SBN 183835  
1300 I Street #125  
PO Box 944255  
Sacramento, CA 94244-2550  
(916) 327-6750

1 IT IS SO AGREED:

2  
3 DATED: 4/13/10

By: \_\_\_\_\_  
BRUCE WAGSTAFF  
Director  
Department of Human Assistance

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


8  
9 By:  \_\_\_\_\_  
JANICE M. SNYDER  
Deputy County Counsel  
SBN 198673  
700 H Street, Suite 2650  
Sacramento, CA 95814  
(916) 874-5506

15 DATED:

By: \_\_\_\_\_  
FRANK FURTEK  
Deputy Director of Legal Affairs  
California Department of Social Services

18 Approved as to form:

19 DATED: 4/13/10

By:  \_\_\_\_\_  
CHRISTINE MURPHY  
Deputy Attorney General  
Office of the Attorney General  
Attorney for Respondent CDSS  
SBN 183835  
1300 I Street #125  
PO Box 944255  
Sacramento, CA 94244-2550  
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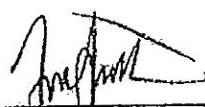
DATED: March 16, 2010

By: \_\_\_\_\_  
BRUCE WAGSTAFF  
Director  
Department of Human Assistance

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

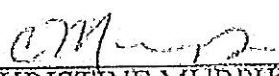
By: \_\_\_\_\_  
JANICE M. SNYDER  
Deputy County Counsel

DATED: 3/25/10

By:  \_\_\_\_\_  
FRANK FURTEK  
Deputy Director of Legal Affairs  
California Department of Social Services

Approved as to form:

DATED: 7/12/10

By:  \_\_\_\_\_  
CHRISTINE MURPHY  
Deputy Attorney General  
Attorney for Respondent CDSS

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DATED:

By: Sister Libby Fernandez  
SISTER LIBBY FERNANDEZ

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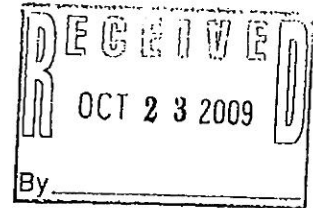
DATED:

By: (Thomas) Wells  
THOMAS WELLS

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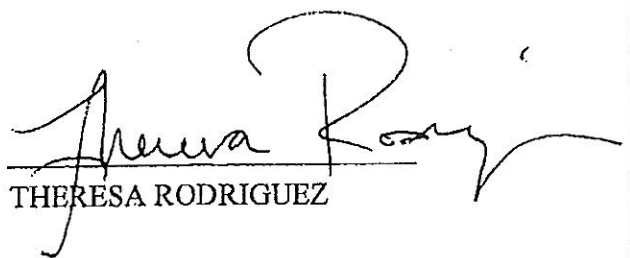
DATED: 10-6-09

By: Susan Fifield  
SUSAN FIFIELD



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DATED:

By:   
THERESA RODRIGUEZ

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