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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

ORANGE COUNTY CATHOLIC  
WORKER, et al.,  
  
Plaintiffs,  
  
v.  
  
ORANGE COUNTY, et al.,  
  
Defendants.

Case No. 8:18-cv-00155 DOC (JDE)

**SETTLEMENT AGREEMENT BY AND  
BETWEEN CITY OF LAGUNA BEACH  
AND ORANGE COUNTY CATHOLIC  
WORKER**

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by and between, on the one hand, the City of Laguna Beach (“Laguna Beach”) and, on the other hand, Orange County Catholic Worker (“OCCW”) (an unincorporated association, acting by and through its designated representatives). The parties to this Agreement are referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**A. WHEREAS**, on January 29, 2018, OCCW and certain individual

1 plaintiffs (Lisa Bell, Melissa Fields, Gloria Shoemake, Shawn Carroll, Larry Ford,  
2 Cameron Ralston, and Kathy Fuller) filed this action, entitled *Orange County*  
3 *Catholic Worker v. Orange County*, U.S. District Court (C.D. Cal.) Case No. 8:18-  
4 cv-00155 (the “Action”), against the County of Orange (“County”), the City of  
5 Anaheim, the City of Costa Mesa, and the City of Orange (collectively,  
6 “Defendants”).

7       **B. WHEREAS**, on March 13, 2018, the City of Santa Ana intervened in  
8 the Action.

9       **C. WHEREAS**, on April 26, 2018, the City of Santa Ana filed a cross-  
10 complaint in the Action against the County and all other cities in Orange County,  
11 including Laguna Beach, alleging (1) violation of the Eighth Amendment (cruel and  
12 unusual punishment), (2) violation of the Fourteenth Amendment (equal protection),  
13 and (3) violation of the Fourteenth Amendment (due process).

14       **D. WHEREAS**, on July 26, 2018, all Plaintiffs filed a “First Amended  
15 Complaint” (“FAC”) in the Action against all Defendants. Among other changes  
16 from the original complaint, the FAC added Richie Thomas as a named Plaintiff and  
17 pleaded a potential class action against the County.

18       **E. WHEREAS**, the FAC alleges that OCCW is an unincorporated  
19 association dedicated to the service and care of the poor in Orange County, and that  
20 the individual plaintiffs are homeless individuals residing in Orange County. The  
21 FAC alleges, *inter alia*, that Defendants, and each of them, have violated the  
22 individual plaintiffs’ rights by enforcing various trespass, loitering, and/or anti-  
23 camping ordinances or laws against them at times when, according to the plaintiffs,  
24 there were no immediately accessible and appropriate beds available to them in  
25 Orange County.

26       **F. WHEREAS**, the FAC alleges the following claims for relief against  
27 Defendants: (1) violation of the Eighth and Fourteenth Amendments to the U.S.  
28 Constitution (42 U.S.C. § 1983), and Article VII, sec. 17, of the California

1 Constitution for alleged “cruel and unusual punishment” (First Cause of Action), (2)  
2 violation of the First and Fourth Amendments to the U.S. Constitution (42 U.S.C. §  
3 1983) (Second Cause of Action), (3) violation of the right to due process of law  
4 under the Fourteenth Amendment to the U.S. Constitution (42 U.S.C. § 1983) (Third  
5 Cause of Action), (4) violation of California Civil Code section 52.1 (Seventh Cause  
6 of Action), (5) violation of California Government Code section 815.6 (Eighth  
7 Cause of Action), and (6) violation of California Government Code 11135 (Ninth  
8 Cause of Action).

9 **G. WHEREAS**, at this time, the FAC is the operative complaint in this  
10 Action.

11 **H. WHEREAS**, on September 23, 2019, OCCW filed a Supplemental  
12 Complaint adding Laguna Beach as a Defendant.

13 **I. WHEREAS**, Laguna Beach disputes the factual allegations and legal  
14 contentions made by the plaintiffs in the FAC. Without admitting any wrongdoing,  
15 liability, or legal violations on the part of Laguna Beach, without conceding the  
16 validity of any of the plaintiffs’ legal theories or claims, and for the sole purpose of  
17 resolving the Action and any claims relating thereto in an economic and efficient  
18 manner, the Parties now desire to enter into this Agreement on the terms set forth  
19 herein.

20 **TERMS**

21 **NOW, THEREFORE**, for full and valuable consideration, the sufficiency of  
22 which is hereby acknowledged, and based upon the foregoing Recitals, and the  
23 terms, conditions, covenants, and agreements herein, the Parties agree as follows:

24 **1. Order for Continuing Jurisdiction, and Effective Date.** Following  
25 the full execution of this Agreement by all Parties, the Parties shall file with the  
26 Court in the Action the “[Proposed] Order re Settlement and Continuing  
27 Jurisdiction,” attached hereto as Exhibit A (the “Order”). The obligations of the  
28 Parties in the remaining sections of this Agreement, and the releases contained

1 herein, shall become effective and operative on the date on which the Order is  
2 signed and entered by the Court, and shall be contingent upon the Court's signing  
3 and entry of the Order (hereinafter, the "Effective Date").

4       **2. Incorporation of Recitals.** The representations in the above section of  
5 this Agreement, entitled "RECITALS," are hereby incorporated into and made a  
6 material part of the terms and representations of this Agreement.

7       **3. Operation of Homeless Shelter.**

8               **3.1** Continuously from and after November 2009, Laguna Beach has  
9 owned, funded, and contracted for the operation of a low barrier, 45-bed emergency  
10 shelter within the city – commonly known and referred to as the Alternative  
11 Sleeping Location ("ASL"). The ASL is currently located at 20652 Laguna Canyon  
12 Road and is the subject of a service provider contract with the Friendship Shelter.  
13 The ASL currently has a housing-focused enrollment program, offering 30-day  
14 renewable increments of time to unaccompanied homeless individuals actively  
15 pursuing a housing plan, with an enrollment preference provided to persons having  
16 demonstrated connections and ties to the local community. A separate day program  
17 is currently available as a pilot program for enrolled and non-enrolled individuals,  
18 with support staff, County mental health resources, laundry, hygiene amenities,  
19 computer/internet access, and linkages to community-based services. When  
20 originally established, on average, approximately 30-40 of the overnight guests at  
21 the ASL were qualified under the locals preference. Presently, on average, and due  
22 to the historical operations of the ASL and the efforts of Laguna Beach to transition  
23 individuals, more than 200 to date, to more stable housing arrangements, including  
24 reunification with families or friends committed to furnish support, approximately  
25 10-15 of the enrolled overnight guests at the ASL qualify for the locals preference,  
26 with the remainder having originated from other jurisdictions. In addition, the  
27 Parties acknowledge that the operation of the ASL is subject to a class settlement  
28 agreement relating to the Americans with Disabilities Act and the Rehabilitation Act

1 that was filed in the action entitled *Glover, et al. v. City of Laguna Beach*, U.S.  
2 District Court (C.D. Cal.) Case No. SACV 15-01332 AG (DFMx).

3           **3.2** So long as the number of shelter beds within the city of Laguna  
4 Beach is not less than 60% of the unsheltered individuals in the city of Laguna  
5 Beach as described in the 2019 Point-in-Time Count,<sup>1</sup> OCCW acknowledges that  
6 Laguna Beach will satisfy the Court's requirement for available placements, and  
7 OCCW further acknowledges that the currently available beds at the ASL meets this  
8 requirement. All such beds shall be operated on a non-religious basis and in full  
9 compliance with all applicable federal and state non-discrimination laws, including  
10 but not limited to California Government Code section 11135.

11           **4. Enforcement of Anti-Camping Provisions.**

12           **4.1** Laguna Beach shall establish the following policies and  
13 procedures relating to the enforcement of Laguna Beach Municipal Code chapter  
14 8.30 or any other state or local law concerning lodging, curfew, closing hours, or  
15 loitering applied against homeless individuals within its jurisdiction (collectively,  
16 the "Anti-Camping Provision"):

17           **4.1.1** Absent exigent circumstances, any enforcement of the  
18 Anti-Camping Provision against a homeless individual (including any of the named  
19 Plaintiffs) will be preceded by contacts by appropriate outreach and engagement  
20 (O&E) personnel to determine appropriate placement(s) for the individual in  
21 question, per the procedures outlined herein. The parties agree that a substantial  
22 number of homeless individuals experience one or more disabilities, both physical  
23 and non-physical, and that, as a result, the services available at an emergency or  
24 other shelter may not provide a reasonable accommodation for every person with a  
25 disability. It is understood that experienced O&E personnel are important to  
26

27 <sup>1</sup> For purposes of this Agreement, Laguna Beach is aware of the statistics reported in the 2019  
28 Point-in-Time Count with regard to the number of unsheltered individuals in the city; however,  
Laguna Beach does not agree with the accuracy of the number or the validity of the methodology  
utilized.

1 ensuring that requests for reasonable accommodations are properly and timely  
2 evaluated. For purposes of this Agreement, the term “appropriate outreach and  
3 engagement personnel” shall include County of Orange outreach and engagement  
4 personnel, Laguna Beach personnel and consultants, and/or representatives of the  
5 Friendship Shelter or any other organization(s) with which Laguna Beach may  
6 contract for such outreach and engagement services. Those persons described as  
7 “appropriate outreach and engagement personnel” shall be trained in engaging in  
8 assessments of individuals with disabilities when necessary to determine an  
9 appropriate placement with a reasonable accommodation of the individual’s  
10 disability.

11                   **4.1.2** In implementation of Section 4.1.1, prior to enforcement  
12 of the Anti-Camping Provision against any homeless individual, Laguna Beach will  
13 first work with appropriate O&E personnel as necessary to offer an immediately  
14 available placement for the individual in question in the city of Laguna Beach. If no  
15 such placement is available in the city of Laguna Beach but an alternative  
16 appropriate and immediately available placement within the County of Orange is  
17 identified by the O&E personnel, Laguna Beach may offer the individual placement  
18 at that placement. Laguna Beach may consider this offer an “available bed” for  
19 purposes of enforcement so long as the placement does not unreasonably impede the  
20 individual’s ability to access medical appointments, outpatient programs in which  
21 they may be enrolled, work, and other support systems. If the individual accepts the  
22 offered placement outside of the city of Laguna Beach, Laguna Beach will provide  
23 transportation to the placement and bus passes or any other necessary transportation  
24 to and from scheduled appointments in the city of Laguna Beach or work in the city  
25 of Laguna Beach, when there are existing ties of the individual to the service  
26 provider and/or employer at the time of such placement, that are necessitated by the  
27 placement outside of the city of Laguna Beach.

28                   **4.1.3** If the individual declines the offered placement, Laguna

1 Beach may proceed with enforcement of the Anti-Camping Provision in its  
2 discretion. Notwithstanding the preceding sentence, for any individual who declines  
3 the offered placement, Laguna Beach will first give the person a warning and an  
4 opportunity to immediately leave the location before engaging in citation and/or  
5 arrest. If the alleged violation arises from an individual's presence on a beach or in  
6 a park outside of the established operational hours of the beach or park in the  
7 Laguna Beach Municipal Code, or other applicable municipal law or regulations, or  
8 from an individual's presence in wilderness or open space areas within very high  
9 fire hazard severity zones, and if there is no appropriate and immediately available  
10 placement for that person, Laguna Beach will advise the individual of a location  
11 they may move to and avoid citation or arrest for a violation of any laws proscribing  
12 camping on public property, including beaches and parks, loitering, and any other  
13 alleged violation of law arising from the individual's status as homeless, until an  
14 appropriate and immediately available bed is made available to the individual. If the  
15 individual fails to relocate to another location as directed, then the individual may be  
16 issued a citation or, subject to the provisions of Sections 6.3 and 6.4 of this  
17 Agreement, placed under custodial arrest for the violation. Laguna Beach will  
18 advise the individual of the availability of the Dispute-Resolution Process described  
19 in Section 6 of this Agreement and will provide a contact number for OCCW's  
20 attorneys in the Action.

21                   **4.1.4** The requirements of this Section 4.1 shall only apply until  
22 the earlier of (a) the date on which the case of *Martin v. City of Boise*, Case No. 15-  
23 35845, 2018 WL 4201159 (9th Cir. Sept. 4, 2018) ("*Martin v. Boise*") is no longer  
24 applicable law within the jurisdiction of the Ninth Circuit, or (b) the date on which  
25 the Court finds that there are sufficient appropriate and immediately available  
26 placements for the unsheltered homeless population in the city of Laguna Beach.

27                   **4.2** Laguna Beach shall not cite or arrest any homeless individual for  
28 violation of the law based on an alleged obstruction of public property unless that

1 individual, either individually or in conjunction with his or her property, actually  
2 obstructs free passage of any person or vehicle on any public highway, alley,  
3 sidewalk, or crosswalk and declines to move the object(s) creating obstruction from  
4 the public right of way after being requested to do so, or actually obstructs with  
5 access to a public highway, alley, sidewalk, or crosswalk for sanitation, cleaning, or  
6 routine maintenance or repair purposes and declines to cease the obstruction after  
7 being requested to do so.

8           **4.3** Nothing in this Agreement constitutes an admission by Laguna  
9 Beach that its current policies and procedures for enforcement of the Anti-Camping  
10 Provision and/or other laws as set forth in Section 4.1 above are either (a) different  
11 than those set forth above, or (b) in any way legally inadequate, or a concession by  
12 Plaintiffs that it is legally adequate.

13           **4.4** Nothing in this Agreement constitutes a promise, representation,  
14 or warranty, on the part of Laguna Beach, that any number of beds will be available  
15 to any particular person(s) at any time. The lack of availability of an appropriate  
16 and immediately accessible bed for any person or persons at any time, including any  
17 of the Plaintiffs, may impact the ability of Laguna Beach to enforce laws regulating  
18 camping in a public place, being on a beach or in a park during non-operational  
19 hours, or loitering, as set forth in Section 4.1 above.

20           **5.     Anti-Discrimination Laws.**

21           **5.1** Any agreement entered into by Laguna Beach, whether directly  
22 or by an MOU with other cities and/or County, with a privately operated shelter or a  
23 private contractor to operate a public shelter, will require that the facility or the  
24 collective facilities subject to the agreement(s) to meet all applicable anti-  
25 discrimination laws, including but not limited to the requirements of the Americans  
26 with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (the "ADA"), its associated  
27 regulations, or any other state or federal laws relating to disabilities, including but  
28 not limited to the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, the Rehabilitation Act,



1 29 U.S.C. § 701 *et seq.*, and/or Government Code section 11135.

2           **5.2** The Parties hereby agree that any and all disputes concerning the  
3 adequacy of any placement offered to a homeless individual pursuant to Section 4.1  
4 of this Agreement, including but not limited to whether the offered placement  
5 sufficiently accommodates the individual's disabilities, will be resolved via the  
6 "Dispute-Resolution Process," as defined below.

7           **6. Dispute-Resolution Process.** The Court shall retain jurisdiction over  
8 the Action for a period of four years from the Effective Date for the purposes of (a)  
9 overseeing the implementation of this Agreement, and (b) implementing and  
10 presiding over the a dispute-resolution process (the "Dispute-Resolution Process")  
11 to be established by the Court and to which Plaintiffs and Laguna Beach hereby  
12 consent and agree:

13           **6.1** Except as expressly identified in this Agreement, or as may be  
14 modified by the Court or the Parties, with the Court's consent, during the four-year  
15 period of the Court's continued jurisdiction, this Dispute-Resolution Process shall  
16 apply to adjudicate any and all disputes between, on the one hand, Laguna Beach,  
17 and, on the other hand, any homeless individual or individuals who consent, at the  
18 time of requesting the Dispute-Resolution Process, to be bound by the Dispute-  
19 Resolution Process and the provisions of this Agreement applicable to the Plaintiffs  
20 (including but not limited to any individual Plaintiffs), relating to (a) the  
21 implementation of this Agreement, and/or (b) Laguna Beach's enforcement of the  
22 above-identified Municipal Code sections, or other laws applied against any  
23 homeless person arising out of that individual's homeless status, including but not  
24 limited to disputes regarding the availability or adequacy of any shelter or shelter  
25 services offered to the individual pursuant to Section 4.1 of this Agreement and  
26 expressly excluding violations of law relating to conduct not arising from the  
27 individual's homeless status (examples include but are not limited to possession of  
28 illegal substances or weapons, acts of violence, public intoxication, defecation or

1 urination in public, etc.) (collectively, the “Disputes,” and individually, a  
2 “Dispute”).

3           **6.2** In the event of any Dispute arising during the pendency of the  
4 Court’s retained jurisdiction, the parties to that Dispute will first attempt to meet and  
5 confer informally with the other side in an effort to resolve it. In the case of a  
6 Dispute raised by one or more homeless individuals against Laguna Beach, or a  
7 Dispute raised by Laguna Beach against one or more homeless individuals,  
8 including any such persons who are known to be, or the City is advised are,  
9 represented by counsel of record in the Action, this attempt will at least involve (a) a  
10 written communication from the party initiating the Dispute to the other side’s  
11 counsel describing in detail the Dispute and the requested remedy, and providing  
12 any available evidence in relation thereto, and (b) a discussion, either in person or  
13 via telephone, seeking to resolve the Dispute. In the event the City receives a  
14 complaint from a homeless individual, Laguna Beach employees, as well as the  
15 employees of the operator of the ASL, shall give any affected individual notice of  
16 the Court’s Dispute-Resolution Process and the contact information for Plaintiffs’  
17 counsel, together with a statement that Plaintiffs’ counsel may be available to assist  
18 them.

19           **6.3** If the parties to a Dispute are unable to resolve it within two (2)  
20 court days after it is first raised informally by one of the parties to the Dispute, any  
21 party to the Dispute may request a hearing with the Court under the standards and  
22 processes to be set by the Court, and the Court will have jurisdiction to resolve that  
23 Dispute. If the Dispute involves an emergency situation that presents a threat to the  
24 immediate health and safety of an individual, the parties may seek expedited review  
25 by the Court.

26           **6.4** The fact that a person has initiated the Dispute-Resolution  
27 Process shall not impact Laguna Beach’s right to enforce any law against that  
28 person, including issuing citations to the person, concurrently with the Dispute-

1 Resolution Process. However, Laguna Beach agrees that no custodial arrest will be  
2 made for a violation of the anti-camping, loitering, and similar laws arising from an  
3 individual's status as homeless prior to the exhaustion of the Dispute-Resolution  
4 Process with the Court pursuant to Section 6.3 of this Agreement. In circumstances  
5 involving citation, the Court may issue an order directing Laguna Beach to stay the  
6 filing of formal charges against the homeless individual until the Dispute-Resolution  
7 Process has been completed for that Dispute. Laguna Beach agrees not to contest  
8 such a request for a brief stay of the filing of charges. Once the Dispute-Resolution  
9 Process has concluded regarding an issue, Laguna Beach will not be required to  
10 await exhaustion of the Dispute-Resolution Process regarding the same issue and the  
11 same individual prior to a custodial arrest where the individual does not comply  
12 with a warning or leave once a citation has been issued, provided Laguna Beach  
13 complies with the Court's determination of that same issue for that same individual.  
14 For purposes of the Section 6.4, "same issue" refers to an issue determined by the  
15 Court in the Dispute-Resolution Process where the individual's objections, including  
16 any claim of alleged disability, physical limitations and the offered placement are  
17 substantially similar for purposes of determining whether the individual's disability  
18 or other objection is being reasonably accommodated.

19           **6.5** In resolving any Dispute, the Court may enforce any rights  
20 available to a party under this Agreement, subject to sufficient notice, opportunity to  
21 be heard, briefing, evidence, and other due process. The Court shall not be  
22 empowered to award damages or any other monetary relief to any party as a result  
23 of any Dispute submitted to this process. Nothing in this Agreement limits the  
24 ability of any Plaintiff to seek damages in other proceedings not subject to this  
25 Agreement.

26           **6.6** Should either party disagree with the Court's determination  
27 resulting from the Dispute-Resolution Process, nothing in this Agreement shall  
28 preclude either party from commencing litigation concerning the subject of said

1 Dispute, and pursuing any remedies available at law; provided that in advance of  
2 initiating such action, the parties shall first engage in an in-person meet-and-confer  
3 to occur within seven (7) calendar days of a request from the other party.

4 **7. Release and Covenant Not to Sue.**

5 **7.1** In consideration for the terms of this Agreement, Plaintiffs, and  
6 each of them, on their own behalf, and any other individual claiming rights under  
7 this Agreement, including but not limited to those employing the Dispute resolution  
8 procedures set forth herein (the "Releasing Parties"), hereby release and forever  
9 discharge Laguna Beach, as well as its present and former employees, agents,  
10 managers, officers, directors, council members, insurance companies, attorneys,  
11 departments, and divisions or affiliated entities, whether previously or hereafter  
12 affiliated in any manner (the "Released Parties"), from and against any and all  
13 claims, demands, causes of action, obligations, damages, attorneys' fees, costs, and  
14 liabilities, arising from or relating to the events detailed in the lawsuit of any nature  
15 whatsoever, whether or not now known, suspected, or claimed, which the Releasing  
16 Parties, and/or any of them, have, or ever may claim to have, as against the Released  
17 Parties, or any of them, whether directly or indirectly, relating to or arising out of (a)  
18 the Action, (b) any claims raised in, or that could have been raised in, the Action, (c)  
19 the availability of homeless shelters, shelter beds, and/or other homeless  
20 accommodations in Orange County, (d) Laguna Beach's alleged obligation to  
21 provide and/or fund such accommodations, and/or (e) Laguna Beach's alleged  
22 inability to enforce any of the Ordinances identified herein (including but not  
23 limited to any law that the Releasing Parties claim criminalizes a person's homeless  
24 status), against any person because of his or her homeless status (hereinafter, the  
25 "Released Claims"), conditional upon the provision of section 4.1.3, hereinabove.

26 **7.2** The release set forth above is a release of ALL claims, demands,  
27 causes of action, obligations, damages, and liabilities, of any nature whatsoever, and  
28 is intended to encompass all known and unknown, foreseen and unforeseen, claims

1 that are possessed by the Releasing Parties and within the scope of the Released  
2 Claims based solely and only on the events giving rise to this Action. To effectuate  
3 the intent of the Parties, the Releasing Parties expressly agree to waive and  
4 relinquish all rights and benefits they may have under Section 1542 of the Civil  
5 Code of the State of California, which reads as follows:

6           A general release does not extend to claims that the creditor or  
7           releasing party does not know or suspect to exist in his or her  
8           favor at the time of executing the release and that, if known by  
          him or her, would have materially affected his or her settlement  
          with the debtor or released party.

9           **7.3** The Releasing Parties, and each of them, warrant that they have  
10          made no assignment, and will make no assignment, of any claim, chose in action,  
11          right of action, or any right, of any kind whatsoever, within the scope of the  
12          Released Claims, and that no other person or entity of any kind had or has any  
13          interest in any of the demands, obligations, actions, causes of action, debts,  
14          liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses, or  
15          claims within the scope of the Released Claims.

16          **8. Dismissal of the Action.** At the conclusion of the Court's retained  
17          jurisdiction, Plaintiffs will take all necessary actions and file all necessary  
18          documents to effectuate dismissal of the Action, with prejudice.

19          **9. Settlement Payments and Attorneys' Fees.** All Parties, and all  
20          Releasing Parties, shall bear their own costs, expenses, and attorneys' fees in  
21          relation to or arising out of (a) the Action, (b) the resolution, negotiation, and  
22          settlement of the Action, including the negotiation of this Agreement, and (c) the  
23          implementation of this Agreement, including the resolution of any Dispute.

24          **10. Non-Admission of Liability.** By entering into this Agreement, Laguna  
25          Beach admits no liability, and explicitly denies any liability or wrongdoing of any  
26          kind arising out of or relating to any of the claims alleged in the Action. Nothing  
27          herein constitutes an admission by Laguna Beach as to any interpretation of laws, or  
28          as to the merits, validity, or accuracy of any of the claims or legal contentions made

1 against it in the Action. Laguna Beach has entered into this Agreement solely to  
2 avoid the time, expense, and risk of litigation. The Parties agree that an express  
3 condition of this settlement is that there has been no finding of liability on the  
4 merits, and that this settlement and any document related to this settlement,  
5 including this Agreement and the Order, and the negotiations leading up to this  
6 settlement, shall be inadmissible in evidence and shall not be used for any purpose  
7 in this or any other proceeding except in an action or proceeding to approve,  
8 interpret, or enforce the Agreement.

9       **11. Knowing and Voluntary.** This Agreement is an important legal  
10 document and in all respects has been voluntarily and knowingly executed by the  
11 Parties. The Parties, and each of them, specifically represent that, prior to signing  
12 this Agreement, (a) they have each been provided a reasonable period of time within  
13 which to consider whether to accept this Agreement, (b) they have each carefully  
14 read and fully understand all of the provisions of this Agreement, and (c) they are  
15 voluntarily, knowingly, and without coercion entering into this Agreement based  
16 upon their own judgment. Plaintiffs, and each of them, further specifically represent  
17 that, prior to signing this Agreement, they have conferred with counsel of their  
18 choice to the extent desired concerning the legal effect of this Agreement, and that  
19 the legal effect of this Agreement has been adequately explained to them.

20       **12. Entire Agreement.** This Agreement constitutes the entire agreement  
21 between the Releasing Parties and Laguna Beach regarding the matters discussed  
22 herein and supersedes any and all other agreements, understandings, negotiations, or  
23 discussions, either oral or in writing, express or implied, between the Releasing  
24 Parties and Laguna Beach relating to the subject matter hereof. The Releasing  
25 Parties and Laguna Beach each acknowledge that no representations, inducements,  
26 promises, agreements, or warranties, oral or otherwise, have been made by them, or  
27 anyone acting on their behalf, which are not embodied in this Agreement, that they  
28 have not executed this Agreement in reliance on any such representation,

1 inducement, promise, agreement, or warranty, and that no representation,  
2 inducement, promise, agreement, or warranty not contained in this Agreement,  
3 including, but not limited to, any purported supplements, modifications, waivers, or  
4 terminations of this Agreement, shall be valid or binding, unless executed in writing  
5 by all of the Parties to this Agreement. Any alteration, change, or modification of or  
6 to this Agreement shall be made by written instrument executed by each party  
7 hereto in order to become effective.

8 **13. Warranty of Authority.** Each individual or entity that executes this  
9 Agreement represents and warrants, in his, her, or its personal capacity, that he, she,  
10 or it is duly authorized and empowered to enter into this Agreement on behalf of the  
11 party it purports to represent.

12 **14. Counterparts.** This Agreement may be executed in multiple  
13 counterparts, each of which shall be considered an original but all of which shall  
14 constitute one agreement.

15 IN WITNESS WHEREOF, this Settlement Agreement is hereby entered into  
16 and executed by the Parties hereto on the dates set forth below.

17  
18 Dated: September 23, 2019

ORANGE COUNTY CATHOLIC WORKER

19  
20 By: Carol A. Sobel  
21 Carol A. Sobel

22  
23 Dated: September 23, 2019

CITY OF LAGUNA BEACH

24  
25 By: John Pietig  
26 John Pietig, City Manager

27  
28

1 APPROVED AS TO FORM:

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3 Dated: September 23, 2019

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9 Dated: September 23, 2019

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15 Dated: September 23, 2019

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