

SETTLEMENT AGREEMENT AND GENERAL RELEASE

For good and valuable consideration, as described more fully below, and in order to resolve and settle finally, fully and completely all matters or disputes that now or may exist between them, the Parties agree as follows:

A. The parties to this SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") are, on the one hand, the Los Angeles County Board of Supervisors, ("Defendant") and, on the other hand, Californians Aware ("Plaintiff"). Plaintiff and Defendant are sometimes referred to as the "Parties" and each of the Parties is sometimes referred to as a "Party."

B. Plaintiff filed suit on February 3, 2012, against Defendant in the Superior Court, of California, entitled *Californians Aware v. Los Angeles County Board of Supervisors*, bearing Case No. BS 135835 ("the Action"). The Action involves the meetings of the Board of Supervisors on September 20, 2011, September 21, 2011, and September 26, 2011, in which the Plaintiff alleges that the Board of Supervisors violated the Ralph M. Brown Act ("Brown Act"), Government Code section 54950, *et seq.*, by improperly adding, discussing, and taking action on an item of business that was not properly posted and that the Board improperly conducted closed session meetings.

C. Plaintiff and Defendant have resolved the Action prior to Defendant answering Plaintiff's writ of mandate.

D. The Parties desire to avoid any further litigation relating to the events or facts giving rise to, or related to, the Action. Nothing in this Agreement is intended to be an admission of liability or an admission of any fact arising from or associated with the Action, nor should it in any way be construed as an admission of any unlawful or wrongful acts or other

liability whatsoever on behalf of Defendant in favor of Plaintiff or any other person.

Notwithstanding the above, the Defendant acknowledges and accepts Californians Aware's assertion and the District Attorney's finding that section 54957 was not an appropriate basis for discussing the implementation of AB 109 in closed session or for including the Governor in the nonpublic discussions. The Board agrees to restrict its future use of closed sessions accordingly and will be releasing transcripts of the closed session meetings of September 20, 21, and 26, 2011.

E. Defendant will issue a statement ("Statement") incorporated herein as Exhibit A. The Statement is to be issued by attaching it to the Statement of Proceedings for the September 20, 2011, September 21, 2011, and September 26, 2011, meetings within 5 business days of mutual execution of this Agreement.

F. Defendant will release the transcript for the specific closed session meetings as follows: CS-8 for September 20, 2011, CS-8 for September 21, 2011, and CS-1 for September 26, 2011 to Plaintiff within 5 business days of mutual execution of this Agreement.

G. Defendant will pay Plaintiff's attorney's fees and costs in the total sum of Fourteen Thousand and Seven Hundred Fifty Dollars and Seventy Cents (\$14,750.70), in one payment made payable to "Law Offices of Kelly Aviles".

H. Plaintiff represents that it has not filed any other civil lawsuits, complaints, or charges seeking damages against Defendant with any state or federal court or local, state or federal agency, based on events occurring prior to the date of the execution of this Agreement. Plaintiff specifically represents that it will not, in the future, file, prosecute, participate in, instigate, or encourage the filing of any actions, lawsuits, complaints, or charges by any party in any state or federal court or any proceedings before any local, state or federal

agency, claiming that Defendant have violated the Brown Act, arising out of events or facts related to the allegations set forth in the Action.

I. Plaintiff agrees that it will execute and deliver to counsel for Defendant an executed Request for Dismissal with prejudice as to Defendant and all causes of action in the Action. Plaintiff agrees to take all further steps and to execute any other documents which may be necessary to effect a dismissal with prejudice of the Action and will immediately cause such documents to be sent to counsel for Defendant. The executed Request for Dismissal will not be filed by counsel for Defendant until Defendant has issued payment, as set forth in Section J, and has released the closed session transcripts, as set forth in section F.

J. In consideration for the promises set forth herein, Defendant agrees that when counsel of record for Defendant receives the original of this Agreement executed by Plaintiff and the executed Request for Dismissal, Defendant will pay to Plaintiff the sum of Fourteen Thousand and Seven Hundred Fifty Dollars and Seventy Cents (\$14,750.70), within 5 business days of mutual execution of this Agreement. The \$14,750.70 payment to Plaintiff represents consideration for all claims for damages, costs and attorneys fees.

K. Plaintiff does hereby irrevocably and unconditionally release, acquit and forever discharge Defendant, their agents, employees and assigns, and all other persons, of and from any and all claims, actions, causes of action, rights, tort claims, debts, obligations, damages or accounting of whatever nature which it has or may have against Defendant by reason of, or arising out of, any of the matters, acts or omissions described or referred to in either the complaint filed or proposed by Plaintiff, or any other matters of whatever nature, whether known or unknown, occurring on or prior to the date of this Agreement.

L. Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California, and does so understanding and acknowledging the significance and consequences of such specific waiver of section 1542. Section 1542 of the Civil Code of California states as follows:

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

Thus, notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of Defendant, Plaintiff expressly acknowledges that this Agreement is also intended to include in its effect, without limitations, all claims or causes of action which Plaintiff does not know or expect to exist in its favor at the time of the execution hereof, and that this Agreement contemplates the extinguishment of any such claims or causes of action.

M. Except as expressly provided in paragraph G of this Agreement, the Parties expressly waive, abandon, and relinquish the recovery of any and all accrued and accumulated costs and attorney's fees that are compensable under any state or federal law, including but not limited to Government Code section 54960.5, from each other and agree that each Party shall bear its own costs and attorney's fees as related to any claim(s) against each other arising out of the Action.

N. Each Party to this Agreement hereto reserves any and all rights either may have to enforce this Agreement whether at law, in equity or otherwise.

O. Each Party to this Agreement agrees to do all things and execute and deliver all instructions and documents necessary to fulfill and effect the provisions of this Agreement and protect the respective rights of the Parties to this Agreement.

P. No waiver by any Party of any breach of any term or provision of this Agreement shall be construed to be, nor be a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the Party to be charged or held bound.

Q. Plaintiff represents and agrees that it has carefully read and fully understands all of the provisions of this Agreement, and that it is voluntarily, without any duress or undue influence, entering into this Agreement.

R. This Agreement contains all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect.

S. The date of the last signature on this Agreement shall be the date of execution of the Agreement.

T. The Parties represent that this Agreement may be used as evidence in a subsequent proceeding in which any of the Parties alleges a breach of this Agreement or to enforce the provisions of this Agreement. This Agreement may be executed and delivered in two or more counterparts by facsimile, each of which, when so executed and delivered, shall be an original, but such counterparts together constitute but one and the same instrument and agreement.

IN WITNESS WHEREOF, the undersigned does hereby execute this Settlement

Agreement and General Release on the dates set forth hereinafter:

LAW OFFICES OF KELLY A. AVILES

DATED: April 12, 2012

By Kelly Aviles
KELLY A. AVILES
Attorney for Plaintiff
CALIFORNIANS AWARE

DATED: April 12, 2012

JOHN F. KRATTLI, Acting County Counsel

By Judy Whitehurst
JUDY W. WHITEHURST
Assistant County Counsel
Attorneys for Defendant
LOS ANGELES COUNTY BOARD OF
SUPERVISORS

EXHIBIT A

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Statement

The Los Angeles County Board of Supervisors ("Board") held closed session meetings on September 20, 21, and 26, 2011. The meetings were held so that the Board could discuss the serious public safety threats posed by AB 109. At the time of the meetings, the October 1, 2011, AB 109 implementation date was quickly approaching, yet many important questions affecting public safety remained unanswered. The Board was very concerned that access to mental health services for individuals being transferred to County supervision and for individuals the County was already serving was in jeopardy.

The Board earnestly believed that inadequate actions by the State in both describing the AB 109 population and in providing funding to the County of Los Angeles for that population constituted a potential threat to the County's ability to continue to provide public services, posing a threat to the public safety of the general population. Based on these concerns and the need to exchange specific and sensitive information with State officials, the Board believed, and was so advised by County Counsel, that it had a legitimate, albeit unique, basis for meeting in closed session pursuant to Government Code section 54957(a).

Nevertheless, Californians Aware filed a legal challenge seeking a judicial declaration that the closed sessions were not authorized by the Brown Act. Further, on January 24, 2012, the District Attorney notified the Board of its finding that the facts did not support the closed session. The Board acknowledges and accepts Californians Aware's assertion and the District Attorney's finding that section 54957 was not an appropriate basis for discussing the implementation of AB 109 in closed session or for including the Governor in the nonpublic discussions. The Board agrees to restrict its future use of closed sessions accordingly and will be releasing transcripts of the closed session meetings of September 20, 21, and 26, 2011.

The Board is fully committed to transparency and openness, and with complying with both the spirit and the letter of the Brown Act.