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SEP 28 2005  
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10 Reverend David Wheeler

GREENBERG GLUSKER FIELDS CLAMAN  
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1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES

15 REVEREND DAVID WHEELER  
16  
17 Petitioner/Plaintiff,

Case No. BS089106  
Assigned To: Hon. David P. Yaffe

17 v.  
18  
19 DAVID SANDERS, in his capacity as Director of  
the Los Angeles County Department of Social  
20 Services; Los Angeles County; and Los Angeles  
County Department of Children and Family  
21 Services,

**JOINT STIPULATION FOR  
DISMISSAL**  
Action Filed: March 24, 2004

22 Respondents/Defendants.  
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GREENBERG GLUSKER FIELDS CLAMAN  
MACHTINGER & KINSELLA LLP  
1900 Avenue of the Stars, 21<sup>st</sup> Floor  
Los Angeles, California 90067-4590

1 Plaintiff/Petitioner, David Wheeler ("Plaintiff") and Defendants David Sanders, in his  
2 capacity as Director of the Los Angeles County Department of Social Services; Los Angeles  
3 County; and Los Angeles County Department of Children and Family Services, ("Defendants"),  
4 by and through their counsel of record, do hereby agree and stipulate with respect to the  
5 following:

6 WHEREAS, on March 24, 2004, Plaintiff filed the within Petition for Writ of Mandate  
7 and Complaint for Declaratory and Injunctive Relief against Defendants;

8 WHEREAS, on December 17, 2004, the County filed an Answer to the Complaint;

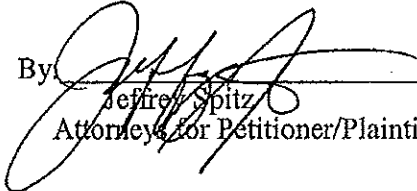
9 WHEREAS, the parties have been engaged in settlement negotiations, have reached a  
10 settlement of this matter and have entered into a written Settlement Agreement; and

11 WHEREAS, in consideration of the obligations and promises of the parties, as set forth  
12 in the written Settlement Agreement, Plaintiff has agreed to dismiss this action, with prejudice,

13  
14 IT IS HEREBY STIPULATED that this case shall be dismissed with prejudice.

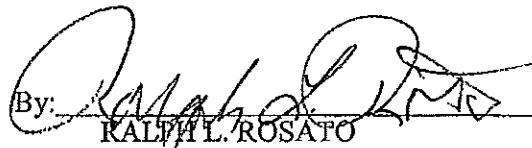
15 DATED: September 19, 2005

GREENBERG GLUSKER FIELDS CLAMAN  
MACHTINGER & KINSELLA LLP

16  
17  
18 By:   
19 Jeffrey Spitz  
Attorneys for Petitioner/Plaintiff

20  
21 DATED: September 19, 2005

OFFICE OF THE COUNTY COUNSEL

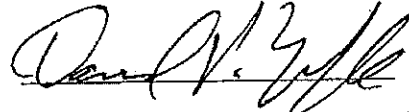
22  
23 By:   
24 RALPH L. ROSATO  
Senior Deputy County Counsel  
Attorneys for Respondents/Defendants

ORDER

The Court, having considered the foregoing Stipulation of the parties, and good cause appearing therefor,

IT IS SO ORDERED. The above-captioned mater is hereby dismissed with prejudice.

DATED: 9-28, 2005



HONORABLE DAVID P. YAFFE  
Judge of the Superior Court

GREENBERG GLUSKER FIELDS CLAMAN  
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1900 Avenue of the Stars, 21<sup>st</sup> Floor  
Los Angeles, California 90067-4590

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## SETTLEMENT AGREEMENT

### 1. PARTIES

This Settlement Agreement dated as of September 13, 2005, is made and entered into by and between Reverend David Wheeler ("Plaintiff," or "Wheeler"), on the one hand, and David Sanders, in his capacity as Director of the Los Angeles County Department of Social Services; Los Angeles County; and Los Angeles County Department of Children and Family Services ("DCFS") (collectively, the "County"), on the other. Plaintiff and the County are collectively referred to herein as the Parties.

### 2. RECITALS

2.1 On March 24, 2004, Wheeler filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief against the County in Los Angeles Superior Court, Case No. BS 089106 (the "Action"). On or about April 30, 2004, the County filed demurrers to the Complaint and a motion to strike portions thereof, which were overruled and denied, respectively, by the Court. On December 17, 2004, the County filed an Answer to the Petition and Complaint.

2.2 The County denies the allegations of the Petition and Complaint.

2.3 In order to avoid further dispute and litigation, the Parties now desire to resolve their current dispute on the terms and conditions set forth herein.

### 3. AGREEMENT

3.1 The County agrees to do all of the following:

(a) Assess relative and non-relative extended family members prior to DCFS placing children in those homes in accordance with Welfare and Institutions Code § 309(d)(1).

(b) For the purposes of assessing the safety of relative and non-relative extended family members' homes in which a child is placed, DCFS will conduct a home assessment pursuant to WIC 309(d)(2) and other applicable state laws, regulations and policies, including as set forth in All County Letter 02-85 or as otherwise instructed by the State.

(c) Perform an annual assessment of each relative or non-relative extended family member home in which a child is placed. Each assessment shall be completed in a timely manner using State-mandated standards.

(d) Comply with all of the requirements of the California Department of Social Service policies concerning assessment and reassessment of the homes of relative and non-relative extended family members.

(e) Comply with federal requirements and policies concerning relative placements as interpreted by the State.

3.2 The County will implement a quality assurance system to collect all of the following data or information on a monthly basis. Each of the reviews shall be completed within 60 days of the end of the period under review.

(a) The number of cases in which an assessment was requested (whether by a relative, non-relative extended family member or social worker) and the percentage of these assessments that are completed.

(b) The median and average length of time before the initiation of the home assessment described in paragraph 3.1(b), supra.

(c) The median and average length of time required to complete the home assessment described in paragraph 3.1(b), supra.

(d) The number of home assessments that were not completed within 30 days.

The County quality assurance system will also include:

(e) A review by an assistant regional administrator (ARA) of a random sample of one percent of all cases to determine whether files are completed correctly.

(f) An on-site review by a supervisor of the caretaker's home in a random sample of one percent of the cases reviewed pursuant to subsection (e) to determine whether workers are performing accurate assessments, including a determination of whether alternative plans have been properly approved.

(g) A review by a supervisor of all cases with corrective actions plans to ensure that the corrective action has been completed. Cases in which a corrective action plan has not been approved or denied within 30 days will be reviewed by an ARA.

(h) A review by an ARA who is the head of the ASFA unit of all cases in which approval was denied to determine:

- i. Whether the relative or non-relative extended family member was provided with written notice of the right to request a hearing;
- ii. Whether the child(ren) was/were removed from the caretaker's home, absent a court order that the child(ren) not be removed;
- iii. Whether the juvenile court retained jurisdiction over the case following the denial.

(i) The County shall provide to Plaintiff the data collected under paragraphs 3.2(a)-(h) above, quarterly, until such time as two (2) consecutive reports reflect 90% or better compliance.

3.3 The County will implement all of the following management practices:

(a) A supervisor will review each and every assessment form to determine whether it is properly filled out.

(b) Management will use the quality assessment data from the reviews described above to:

- i. Ensure that every child is in a properly assessed placement;
- ii. Provide oversight and supervision of workers;
- iii. Design and implement training;
- iv. Identify and make any needed changes in policy and procedure.

(c) DCFS will provide to Plaintiff's counsel on a quarterly basis statistical reports of the number of homes assessed, the number approved, the number of waivers granted and the number of homes denied.

3.4 The County reserves the right to modify existing procedures to comply with changes in State and Federal laws and regulations.

3.5 Any alleged breach of the terms of this agreement shall not be grounds for a new cause of action or claim by Wheeler so long as the County is, either voluntarily or through a corrective action plan, actively working to correct the alleged deficiency. In the event that suit is brought by an individual other than Wheeler against the County and the County is found liable to such individual, such liability will not, by itself, constitute a breach by County of this Agreement. County agrees to promptly meet and confer with Plaintiff should Plaintiff become aware of any breach of this agreement prior to its expiration date. County further agrees to promptly meet and confer with Plaintiff should Plaintiff become aware of any alleged violation of law by the County.

3.6 Nothing in this agreement or the expiration of the County's obligation to report to Plaintiff, as set forth in paragraph 3.2(i), above, shall relieve the County of its duties under the law. Except as otherwise required by law or applicable government regulations, and other than the releases set forth in paragraph 4, below, the parties' obligations under this Agreement shall terminate upon expiration of the County's obligation to report to Plaintiff, as set forth in paragraph 3.2(i), above.

3.7 No later than seven (7) business days from the date this Settlement Agreement is finalized, the County shall deliver a payment in the amount of Twenty Thousand Dollars (\$20,000), along with a copy of this Settlement Agreement executed by the County and its counsel. The \$20,000 payment shall be made payable jointly to Wheeler and Greenberg Glusker Fields Claman Machtinger & Kinsella LLP, and delivered either by wire transfer or by check to Jeffrey Spitz, Esq.

3.8 Within three (3) business days of receipt of the County's payment described in paragraph 3.7, above, and an executed copy of this Settlement Agreement, Plaintiff will deliver to the County a copy of this Settlement Agreement executed by Plaintiff and his counsel, along with an executed Joint Stipulation for Dismissal, providing for dismissal of the Action with prejudice. The County shall execute the Stipulation for Dismissal and cause it to be filed with the Court

3.9 The County will return to Plaintiff a conformed copy of the Stipulation for Dismissal after it has been filed with the Court.

4. RELEASE

In consideration of the agreements set forth in paragraph 3, above, the sufficiency of which are hereby acknowledged, the Parties hereby release and discharge each other as follows:

4.1 Except for the obligations of the Parties under this Agreement, Plaintiff, for himself and each of his successors and assigns, releases, discharges and acquits the County and each of its successors, assigns, agents, attorneys, employees, representatives, departments, agencies, insurers and all persons acting by and through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which Plaintiff had or now has against any of the parties being released arising out of or relating to claims raised or which could have been raised in this action, and all matters of any kind relating or pertaining thereto.

4.2 Except for the obligations of the Parties under this Agreement, the County for itself and for each of its successors and assigns, releases, discharges and acquits Plaintiff, and each of his successors, assigns, agents, attorneys, employees, representatives, insurers and all persons acting by and through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which the County had, or now has against any of the parties being released arising out of or relating to claims raised or which could have been raised in this action, and all matters of any kind relating or pertaining thereto.

4.3 It is understood by each of the Parties that there is a risk that, subsequent to the execution of this Settlement Agreement, they may incur or suffer loss, damage or injuries which are in some way caused by or related to the matters referred to in paragraphs 4.1 and 4.2 above, but which are unknown



and unanticipated at the time of the execution of this Settlement Agreement. Further, there is a risk that loss or damage presently known may be or become greater than any party now expects or anticipates. The Parties assume said risk and agree that the releases contained herein shall apply to all unknown and unanticipated results arising from or relating to the matters referred to in paragraphs 4.1 and 4.2 above, as well as those known and anticipated. The Parties each waive all rights under California Civil Code section 1542, which section 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 HIS SETTLEMENT WITH THE DEBTOR.”

4.4 Each of the Parties represents and warrants that it has not assigned or transferred to any other person, firm or corporation in any manner, including by way of subrogation or operation of law or otherwise, all or any portion of any claim, demand, right, action or cause of action that it had, has or might have arising out of the matters released hereby, nor all or any portion of any recovery or settlement to which it might be entitled. In the event that any claim, demand or suit should be made or instituted against any person or entity released hereby because of any such purported assignment, subrogation, or transfer, each of the Parties claimed to have made such an assignment, subrogation, or transfer agrees to indemnify and hold any party released hereby harmless against such claim, demand, or suit, including attorneys' fees and costs, if any.

5. MISCELLANEOUS

5.1 The Parties execute this Settlement Agreement voluntarily, with full knowledge of its significance, and with the express intention of effecting, other than as set forth herein, the full release of all claims, including unknown or unanticipated claims.

5.2 This Settlement Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of California without regard to its conflict of laws rules.

5.3 This Settlement Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. A signature transmitted by facsimile transmission shall have the same effect as and is hereby deemed an original for all purposes.

5.4 In the event that any of the Parties hereto should bring an action against any of the other Parties hereto under or relating to this Settlement Agreement, the prevailing Party in such action shall be entitled to recover from the breaching party reasonable attorneys' fees, expenses and costs of litigation incurred in connection therewith.

5.5 This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, employees, successors and assigns of the Parties and any subsidiary and/or affiliated entity of each of the Parties.

5.6 This Settlement Agreement sets forth the entire agreement between the Parties concerning the settlement of the disputes described in this Settlement Agreement, and, except as provided herein, shall supersede any and all prior agreements or understandings, written or oral, between the Parties pertaining to the subject matter hereof. This Settlement Agreement may not be amended, modified, or terminated, in whole and/or in part, except by an instrument in writing, executed by all of the Parties or their authorized representatives.


5.7 To the extent that any additional documents are required to be executed by any of the Parties in order to effectuate or carry out this Settlement Agreement, such party shall promptly execute and deliver such documents.

5.8 The terms of this Settlement Agreement have been negotiated at arms' length among sophisticated Parties represented by counsel. As a result, the rule of "Interpretation Against the Draftsman" shall not apply in any dispute over interpretation of the terms of this Settlement Agreement.


AGREED AND ACCEPTED:

DATED: \_\_\_\_\_, 2005

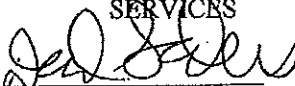
LOS ANGELES COUNTY  
DEPARTMENT OF SOCIAL SERVICES

By:   
David Sanders


DATED: 9-12, 2005

LOS ANGELES COUNTY  
By:   
David Sanders

DATED: 9-14, 2005

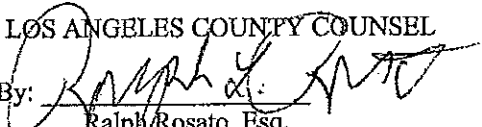
LOS ANGELES COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY  
SERVICES  
By:   
David Sanders

DATED: 9-20, 2005

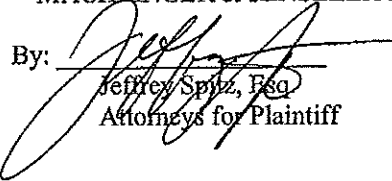
  
Rev. David Wheeler

SETTLEMENT AGREEMENT APPROVED AS TO FORM:

DATED: Sept 12, 2005

LOS ANGELES COUNTY COUNSEL  
By:   
Ralph Rosato, Esq.  
Principal Deputy County Counsel

DATED: September 19, 2005

GREENBERG GLUSKER FIELDS CLAMAN  
MACHTINGER & KINSELLA LLP  
By:   
Jeffrey Spitz, Esq.  
Attorneys for Plaintiff