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15 Attorneys for Plaintiffs

16
17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA
19 SOUTHERN DIVISION
20

21 **ORANGE COUNTY CATHOLIC**
22 **WORKER, et al.,**

23 Plaintiffs,

24 v.

25 **ORANGE COUNTY, the CITY OF**
26 **ANAHEIM, the CITY OF COSTA**
27 **MESA, and the CITY OF ORANGE,**

28 Defendants.

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

SETTLEMENT AGREEMENT BY AND
BETWEEN THE CITY OF TUSTIN
AND ALL PLAINTIFFS, ON THEIR
INDIVIDUAL BEHALF

1 camping ordinances or laws against them at times when, according to Plaintiffs,
2 there were no immediately accessible and appropriate beds available to them in
3 Orange County. Orange disputes the factual allegations and legal contentions made
4 by Plaintiffs in the FAC.

5 **D. WHEREAS**, the FAC alleges the following claims for relief against
6 Orange, as well as the other Defendants: (1) violation of the Eighth and Fourteenth
7 Amendments to the U.S. Constitution (42 U.S.C. § 1983), and Article VII, sec. 17,
8 of the California Constitution for alleged “cruel and unusual punishment” (First
9 Cause of Action), (2) violation of the First and Fourth Amendments to the U.S.
10 Constitution (42 U.S.C. § 1983) (Second Cause of Action), (3) violation of the
11 right to due process of law under the Fourteenth Amendment to the U.S.
12 Constitution (42 U.S.C. § 1983) (Third Cause of Action), (4) violation of
13 California Civil Code section 52.1 (Seventh Cause of Action), (5) violation of
14 California Government Code section 815.6 (Eighth Cause of Action), and (6)
15 violation of California Government Code 11135 (Ninth Cause of Action). Orange
16 disputes each of these claims for relief in their entirety, and disputes Plaintiff’s
17 underlying legal contentions and theories.
18

19 **E. WHEREAS**, Plaintiffs have informed the Court that they intend to
20 file a Second Amended Complaint, naming Tustin as a defendant in this Action.

21 **F. WHEREAS**, without admitting any wrongdoing, liability, or legal
22 violations on the part of Tustin, without conceding the validity of any of Plaintiffs’
23 legal theories or claims, and for the sole purpose of resolving the Action and any
24 claims relating thereto in an economic and efficient manner, the Parties now desire
25 to enter into this Agreement on the terms set forth herein.
26

27 **TERMS**

28 **NOW, THEREFORE**, for full and valuable consideration, the sufficiency
of which is hereby acknowledged, and based upon the foregoing Recitals, and the

1 terms, conditions, covenants, and agreements herein, the Parties agree as follows:

2 **1. Order re Continuing Jurisdiction, and Effective Date.** Following
3 the full execution of this Agreement by all Parties, the Parties shall file with the
4 Court in the Action a proposed Order re Settlement and Continuing Jurisdiction.
5 The obligations of the Parties in the remaining sections of this Agreement, and the
6 releases contained herein, shall become effective and operative on the date on
7 which the Order is signed and entered by the Court, and shall be contingent upon
8 the Court's signing and entry of the Order (hereinafter, the "Effective Date").

9 **2. Incorporation of Recitals.** The representations in the above section
10 of this Agreement, entitled "RECITALS," are hereby incorporated into and made a
11 material part of the terms and representations of this Agreement.
12

13 **3. Construction and Operation of New Homeless Shelter(s).** Tustin
14 commits to the following with respect to the funding and/or expedited review of
15 one or more new facilities to provide placements for unsheltered individuals within
16 the City's jurisdiction:

17 **3.1** The City of Tustin will provide emergency or bridge beds for at
18 least 50 homeless individuals referred from within Tustin. The facility will be
19 operated by referral only and subject to the same admission requirements as
20 Bridges at Kraemer.

21 **3.2** The facility will be operational within 120 days of signing this
22 Agreement and will remain operational for a period of at least 2 years. The
23 number of beds at the facility will not fall below 60% of the most recent
24 Continuum of Care Count for the City of Tustin.

25 **3.3** All beds funded by Tustin will require that the Shelter be
26 operated on a non-religious basis and in full compliance with all applicable federal
27 and state non-discrimination laws, including but not limited to California
28 Government Code sec. 11135.

1 **3.4** It is the intention of Tustin to locate the Shelter(s) within the
2 City limits. However, Tustin may enter into an agreement with another City or
3 Cities in the Central SPA and relocate the facility within the Central SPA but
4 outside the City of Santa Ana. If the facility is relocated, to the extent required to
5 do so by Government Code sec. 65583 et seq., or any other relevant provision,
6 Tustin agrees to execute an MOU with the other participating entities, if any,
7 specifying the financial responsibilities of each participating government entity for
8 the development and ongoing operation of the Shelter(s) and the allocation of beds
9 to each participating entity according to its financial contribution.

10 **3.5** Although the proposed shelter is not the exclusive means by
11 which Tustin may satisfy its obligation to meet the needs of homeless individuals
12 in the City, Plaintiffs acknowledge and agree that the creation of Shelter projects,
13 or any portion thereof initially totaling 50 Shelter beds, shall satisfy Tustin's
14 obligations under Paragraph 3.1 of this Agreement to meet the Court's requirement
15 of available beds for at least 60 percent of the unsheltered individuals in the City.

16 **4. Enforcement of Anti-Camping and Anti-Loitering Provisions.**

17 **4.1** Tustin shall establish the following policies and procedures
18 relating to the enforcement of Tustin City Code section 7602 and 7113a(2)
19 (collectively, the "Anti-Camping Ordinances"), or any analogous provision of
20 State law, or law concerning "loitering," applied against homeless individuals
21 within its jurisdiction:
22

23 **4.1.1** Absent exigent circumstances, any enforcement of the
24 Anti-Camping Ordinance against a homeless individual (including any of the
25 named Plaintiffs) will be preceded by contacts by Outreach and Engagement
26 (O&E) personnel to determine appropriate shelter placement for the individual in
27 question, per the procedures outlined herein. The parties agree that a substantial
28 number of homeless individuals experience one or more disabilities, both physical

1 and non-physical, and that, as a result, the services available at an emergency or
2 bridge shelter may not provide a reasonable accommodation for every person with
3 a disability. Experienced O&E personnel are important to ensuring that requests
4 for reasonable accommodations are properly and timely evaluated. For purposes
5 of this Agreement, the term “appropriate outreach and engagement personnel”
6 shall include County Outreach and Engagement personnel, and/or representatives
7 from CityNet or any other organization(s) with which Tustin has contracted for
8 such outreach and engagement services (collectively, “O&E personnel”), who are
9 trained in engaging in clinical assessments of individuals with disabilities when
10 necessary to determine an appropriate placement with a reasonable accommodation
11 of the individual’s disability.

12
13 **4.1.2** In implementation of Section 4.1.1, prior to enforcement of the
14 Anti-Camping Ordinances against any homeless individual, Tustin will first work
15 with O&E personnel to offer an immediately available shelter placement for the
16 individual in question in Tustin, or other location in the Central SPA outside of
17 Santa Ana for which Tustin has contracted to provide placements, and which
18 constitutes a reasonable accommodation of the individual’s disabilities, if any. If
19 no such shelter is available in Tustin but an alternative appropriate and
20 immediately available placement within the County of Orange is identified by
21 O&E, Tustin may offer the individual placement at that shelter with the consent of
22 the individual. Tustin may consider this offer an “available bed” for purposes of
23 enforcement so long as the placement does not unreasonably impede the
24 individual’s ability to access medical appointments, outpatient programs in which
25 they may be enrolled, work and other support systems in or near Tustin. If the
26 individual accepts the offered placement outside of the City, Tustin will provide
27 transportation to the placement and bus passes (or in those situations where a bus
28 will not reasonably address the individual’s transportation needs, any other

1 necessary transportation) to and from scheduled appointments in Tustin, Santa Ana
2 and the City of Orange or to and from work in Tustin, Santa Ana or the City of
3 Orange, when such transportation is necessitated by the placement outside of
4 Tustin.

5 **4.1.3** If the individual declines the offered placement, Tustin may
6 proceed with enforcement of the Anti-Camping Ordinance(s) in its discretion.
7 Notwithstanding the preceding sentence, for any individual who declines the
8 offered placement, Tustin will first give the person a warning and an opportunity to
9 immediately leave the location for a location where the person is allowed to be
10 before engaging in citation and/or arrest. Provided the individual relocates upon
11 warning to another location, he or she will not be cited or arrested for that violation
12 of the Anti-Camping Ordinances. If the individual fails to relocate to another
13 location as directed, then the individual may be issued a citation or, subject to the
14 provisions of Section 6.3 and 6.4, placed under custodial arrest for the violation.
15 Tustin will advise the individual of the availability of the Dispute Resolution
16 Process described in Section 6 and a contact number for the attorneys in this
17 Action. If the alleged violation arises from an individual's presence in a park
18 outside of the established operational hours of the park in the Tustin City Code, or
19 other applicable municipal law or regulations (the "Park-Hours Provision"), and if
20 there is no appropriate and immediately available placement for that person, Tustin
21 will advise the individual of a location they may move to and avoid citation or
22 arrest for a violation of the Anti-Camping Ordinances, including parks, loitering,
23 and any other alleged violation of law arising from the individual's status as
24 homeless, until an appropriate and immediately available bed is made available to
25 the individual.
26

27 **4.1.4** The requirements of this Section 4.1 shall only apply
28 until the earlier of (a) the date on which the case of *Martin v. City of Boise*, Case

1 No. 15-35845, 2018 WL 4201159 (9th Cir. Sept. 4, 2018) (“*Martin v. Boise*”) is no
2 longer applicable law within the jurisdiction of the Ninth Circuit, or (b) the date on
3 which the Court finds that there are sufficient appropriate and immediately
4 available placements for the unsheltered population in the City of Tustin.

5 **4.2** Tustin shall not cite or arrest any homeless individual for
6 violation of the law based on an alleged obstruction of public property unless that
7 individual, either individually or in conjunction with his or her property, actually
8 interferes with the intended use of the public property and declines to cease the
9 interference, or actually obstructs free passage of any person or vehicle on any
10 public highway, alley, sidewalk, or crosswalk and declines to move the object(s)
11 creating obstruction from the public right of way after being requested to do so.

12 **4.3** Nothing in this Agreement constitutes an admission by Tustin
13 that its current policies and procedures for enforcement of the Anti-Camping
14 Provision and/or other laws based on an individual’s status as homeless are either
15 (a) different than those set forth above, or (b) in any way legally inadequate, or a
16 concession by Plaintiffs that it is legally adequate.

17 **4.4** Nothing in this Agreement constitutes a promise,
18 representation, or warranty, on the part of Tustin, that any number of beds will be
19 available to any particular person(s) at any time. The lack of availability of an
20 appropriate and immediately accessible bed for any person or persons at any time,
21 including any of the Plaintiffs, may impact the ability of Tustin to punish a
22 purported violation of law for camping in a public place, being in a park during
23 non-operational hours, or loitering, based on an individual’s status as homeless.
24 However, the failure to meet the minimum number of beds set out in this
25 agreement for the first two years, and a failure of Tustin to meet reasonable
26 accommodation needs, may be raised with this court under the Dispute-Resolution
27 process set forth below.
28

1 **5. Anti-Discrimination Laws.**

2 **5.1** Any agreement entered into by Tustin, whether directly or by
3 an MOU with other cities and/or County, with a privately operated Shelter(s) or a
4 private contractor to operate a public shelter, will require the facility or the
5 collective facilities subject to the agreement(s) to meet all applicable anti-
6 discrimination laws, including but not limited to the requirements of the Americans
7 with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.* (the “ADA”), its associated
8 regulations, or any other state or federal laws relating to disabilities, including but
9 not limited to the Fair Housing Act 42 U.S.C. §§ 3601 *et seq.*, the Rehabilitation
10 Act, 29 U.S.C. §§ 701 *et seq.*, and/or Government Code section 11135
11 (collectively, the Disability and Anti-discrimination Laws”).

12 **5.2** The Parties hereby agree that any and all disputes concerning
13 the adequacy of any placement offered to a homeless individual pursuant to
14 Section 4.1 of this Agreement, including but not limited to whether the offered
15 placement sufficiently accommodates the individual’s disabilities, will be resolved
16 via the “Dispute-Resolution Process,” as defined below.

17 **6. Dispute-Resolution Process.** The Court shall retain jurisdiction over
18 the Action for a period of three years from the date of this Agreement (hereinafter,
19 the “Termination Date”), for the purposes of (a) overseeing the implementation of
20 this Agreement, and (b) implementing and presiding over the dispute-resolution
21 process (the “Dispute-Resolution Process”), to be established by the Court and to
22 which Plaintiffs and Tustin, hereby consent and agree:

23 **6.1** Except as expressly identified in this Agreement, or as may be
24 modified by the Court or the Parties, with the Court’s consent, during the three-
25 year period of the Court’s continued jurisdiction, this Dispute-Resolution Process
26 shall apply to adjudicate any and all disputes between, on the one hand, Tustin,
27 and, on the other hand, to any homeless individual or individuals who consent, at
28

1 the time of requesting the Dispute Resolution Process, to be bound by the Process
2 and the provisions of this Agreement applicable to the Plaintiffs (including but not
3 limited to any individual Plaintiffs), relating to (a) the implementation of this
4 Agreement, and/or (b) Tustin's enforcement of the above-identified City Code
5 sections, or analogous state laws applied against any homeless person arising out
6 of that individual's homeless status, including but not limited to disputes regarding
7 the availability or adequacy of any shelter or shelter services offered to the
8 individual pursuant to Section 4.1 of this Agreement and expressly excluding
9 violations of law relating to conduct not arising from the individual's homeless
10 status (examples include but are not limited to possession of illegal substances or
11 weapons, acts of violence, public intoxication, etc.) (collectively, the "Disputes,"
12 and individually, a "Dispute").

13
14 **6.2** In the event of any Dispute arising during the pendency of the
15 Court's retained jurisdictions, the parties to that Dispute will first attempt to meet
16 and confer informally with the other side in an effort to resolve it. In the case of a
17 Dispute raised by one or more homeless individuals (including but not limited to
18 any individual Plaintiffs) against Tustin, or a Dispute raised by Tustin against one
19 or more homeless individuals who are known to be represented by counsel of
20 record in the Action, this attempt will at least involve (a) a communication from
21 the party initiating the Dispute to the other side's counsel describing in detail the
22 Dispute and the requested remedy, and providing any available evidence in relation
23 thereto, and (b) a discussion, either in person or via telephone, seeking to resolve
24 the Dispute. In the event a complaint is received by Tustin, the Shelter, or an
25 employee of the Shelter, from a homeless individual, Tustin, its employee, or an
26 employee of the Shelter(s) shall give the complaining individual notice of the
27 Court's Dispute-Resolution Process and the contact information for Plaintiffs'
28 counsel, together with a statement that Plaintiffs' counsel may be available to assist

1 them.

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

9 **6.4** The fact that a person has initiated the Dispute-Resolution
10 Process shall not impact Tustin’s right to enforce any law against that person,
11 including issuing citations to the person, concurrently with the Dispute-Resolution
12 Process. However, if the individual has initiated the Dispute-Resolution Process,
13 Tustin agrees that no custodial arrest will subsequently be made for a violation of
14 the Anti-Camping Ordinances, loitering, and analogous laws arising from an
15 individual’s status as homeless prior to the exhaustion of the Dispute-Resolution
16 Process with the Court pursuant to Paragraph 6.3. Once the Dispute Resolution
17 Process has concluded regarding an issue, Tustin will not be required to await
18 exhaustion of the Dispute-Resolution Process regarding the same issue regarding
19 that individual prior to a custodial arrest, where the individual does not comply
20 with a warning or leave once a citation has been issued, provided Tustin complies
21 with the Court’s determination of that same issue. For purposes of this Section,
22 “same issue” refers to an issue determined by the Court in a Dispute-Resolution
23 Process where the individual’s objections, including any claim of disability,
24 physical limitations and the offered bed are substantially similar for purposes of
25 determining whether the individual’s disability or other objection is being
26 reasonably accommodated. In circumstances involving citation for violation of the
27 Anti-Camping Ordinance, the Court may issue an order directing the City to stay
28

1 the filing of formal charges against the homeless individual until the Dispute-
2 Resolution Process has been completed for that Dispute. Tustin agrees not to
3 contest such a request for a brief stay of the filing of charges.

4 **6.5** In resolving any Dispute, the Court may enforce any rights
5 available to a party under this Agreement, subject to sufficient notice, opportunity
6 to be heard, briefing, evidence, and other due process. The Court shall not be
7 empowered to award damages or any other monetary relief to any party as a result
8 of any Dispute submitted to this process. Nothing in this Agreement limits the
9 ability of any Plaintiff to seek damages in other proceedings not subject to this
10 Agreement.

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

12 **7.1** In consideration for the terms of this Agreement, Plaintiffs, and
13 each of them, on their own behalf, and any other individual claiming rights under
14 this Agreement, including but not limited to those employing the Dispute
15 resolution procedures set forth herein (the “Releasing Parties”), hereby release and
16 forever discharge Tustin, as well as its present and former employees, agents,
17 managers, officers, directors, council members, insurance companies, attorneys,
18 departments, and divisions or affiliated entities, whether previously or hereafter
19 affiliated in any manner (the “Released Parties”), from and against any and all
20 claims, demands, causes of action, obligations, damages, attorneys’ fees, costs, and
21 liabilities, arising from or relating to the events detailed in the lawsuit of any nature
22 whatsoever, whether or not now known, suspected, or claimed, which the
23 Releasing Parties, and/or any of them, have, or ever may claim to have, as against
24 the Released Parties, or any of them, whether directly or indirectly, relating to or
25 arising out of (a) the Action, (b) any claims raised in, or that could have been
26 raised in, the Action, (c) the availability of homeless shelters, shelter beds, and/or
27 other homeless accommodations in Orange County, (d) Tustin’s alleged obligation
28

1 to provide and/or fund such accommodations, and/or (e) Tustin's alleged inability
2 to enforce any of the Ordinances identified herein (including but not limited to any
3 law that the Releasing Parties claim criminalizes a person's homeless status),
4 against any person because of his or her homeless status (hereinafter, the "Released
5 Claims"), conditional upon the provision of section 4.1.3, hereinabove.

6 **7.2** The release set forth above is a release of ALL claims,
7 demands, causes of action, obligations, damages, and liabilities, of any nature
8 whatsoever, and is intended to encompass all known and unknown, foreseen and
9 unforeseen, claims that are possessed by the Releasing Parties and within the scope
10 of the Released Claims based solely and only on the events giving rise to this
11 Action. To effectuate the intent of the Parties, the Releasing Parties expressly agree
12 to waive and relinquish all rights and benefits they may have under Section 1542
13 of the Civil Code of the State of California, which reads as follows:
14

15 § 1542. [General release; extent] A general release does not extend to
16 claims which the creditor does not know or suspect to exist in his or her
17 favor at the time of executing the release, which if known by him or her
18 must have materially affected his or her settlement with the debtor.

19 **7.3** The Releasing Parties, and each of them, warrant that they have
20 made no assignment, and will make no assignment, of any claim, chose in action,
21 right of action, or any right, of any kind whatsoever, within the scope of the
22 Released Claims, and that no other person or entity of any kind had or has any
23 interest in any of the demands, obligations, actions, causes of action, debts,
24 liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses, or
25 claims within the scope of the Released Claims.

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

1 **9. Settlement Payments and Attorneys' Fees.**

2 All Parties, and all Releasing Parties, shall bear their own costs, expenses,
3 and attorneys' fees in relation to or arising out of (a) the Action, (b) the resolution,
4 negotiation, and settlement of the Action, including the negotiation of this
5 Agreement, and (c) the implementation of this Agreement, including the resolution
6 of any Dispute.

7 **10. Non-Admission of Liability.** By entering into this Agreement, Tustin
8 admits no liability, and explicitly denies any liability or wrongdoing of any kind
9 arising out of or relating to any of the claims alleged in the Action. Nothing herein
10 constitutes an admission by Tustin as to any interpretation of laws, or as to the
11 merits, validity, or accuracy of any of the claims or legal contentions made against
12 it in the Action. Tustin has entered into this Agreement solely to avoid the time,
13 expense, and risk of continued litigation. The Parties agree that an express
14 condition of this settlement is that there has been no finding of liability on the
15 merits, and that this settlement and any document related to this settlement,
16 including this Agreement and the Order, and the negotiations leading up to this
17 settlement, shall be inadmissible in evidence and shall not be used for any purpose
18 in this or any other proceeding except in an action or proceeding to approve,
19 interpret, or enforce the Agreement.
20

21 **11. Knowing and Voluntary.** This Agreement is an important legal
22 document and in all respects has been voluntarily and knowingly executed by the
23 Parties. The Parties, and each of them, specifically represent that, prior to signing
24 this Agreement, (a) they have each been provided a reasonable period of time
25 within which to consider whether to accept this Agreement, (b) they have each
26 carefully read and fully understand all of the provisions of this Agreement, and (c)
27 they are voluntarily, knowingly, and without coercion entering into this Agreement
28 based upon their own judgment. Plaintiffs, and each of them, further specifically

1 represent that, prior to signing this Agreement, they have conferred with counsel of
2 their choice to the extent desired concerning the legal effect of this Agreement, and
3 that the legal effect of this Agreement has been adequately explained to them.

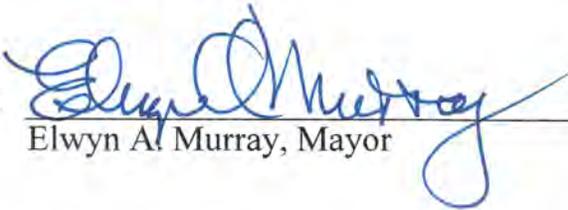
4 **12. Entire Agreement.** This Agreement constitutes the entire agreement
5 between the Releasing Parties and Tustin regarding the matters discussed herein
6 and supersedes any and all other agreements, understandings, negotiations, or
7 discussions, either oral or in writing, express or implied, between the Releasing
8 Parties and Tustin relating to the subject matter hereof. The Releasing Parties and
9 Tustin each acknowledge that no representations, inducements, promises,
10 agreements, or warranties, oral or otherwise, have been made by them, or anyone
11 acting on their behalf, which are not embodied in this Agreement, that they have
12 not executed this Agreement in reliance on any such representation, inducement,
13 promise, agreement, or warranty, and that no representation, inducement, promise,
14 agreement, or warranty not contained in this Agreement, including, but not limited
15 to, any purported supplements, modifications, waivers, or terminations of this
16 Agreement, shall be valid or binding, unless executed in writing by all of the
17 Parties to this Agreement. Any alteration, change, or modification of or to this
18 Agreement shall be made by written instrument executed by each party hereto in
19 order to become effective.
20

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

25 **14. Counterparts.** This Agreement may be executed in multiple
26 counterparts, each of which shall be considered an original but all of which shall
27 constitute one agreement.
28

1 IN WITNESS WHEREOF, this Settlement Agreement is hereby entered into
2 and executed by the parties hereto on the dates set forth below.

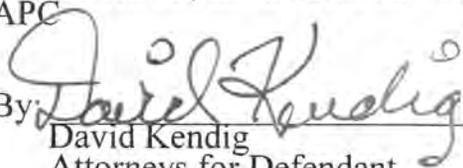
3 Dated: _____, 2018 ORANGE COUNTY CATHOLIC
4 WORKER
5 By: _____
6

7
8 Dated: 10/26, 2018 CITY OF TUSTIN
9
10 By: 
11 Elwyn A. Murray, Mayor
12

13 APPROVED AS TO FORM:

14 Dated: _____, 2018 ELDER LAW AND DISABILITY
15 RIGHTS CENTER
16
17 By: _____
18 Brooke Weitzman
19 Attorneys for Plaintiffs

20 Dated: _____, 2018 LAW OFFICE OF CAROL A. SOBEL
21
22 By: _____
23 Carol A. Sobel
24 Attorneys for Plaintiffs

25 Date: October 26, 2018, 2018 WOODRUFF, SPRADLIN & SMART,
26 APC
27 By: 
28 David Kendig
Attorneys for Defendant
CITY OF TUSTIN

1 IN WITNESS WHEREOF, this Settlement Agreement is hereby entered into
2 and executed by the parties hereto on the dates set forth below.

3 Dated: 10/26, 2018

ORANGE COUNTY CATHOLIC
WORKER

4
5 By: 
6 Morgan Denges

7
8 Dated: _____, 2018

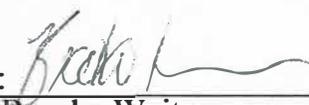
CITY OF TUSTIN

9
10 By: _____
11 Elwyn A. Murray, Mayor

12 APPROVED AS TO FORM:

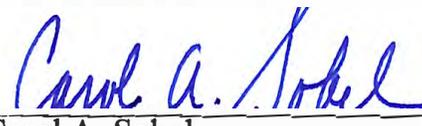
13
14 Dated: 10/26, 2018

ELDER LAW AND DISABILITY
RIGHTS CENTER

15
16 By: 
17 Brooke Weitzman
18 Attorneys for Plaintiffs

19
20 Dated: _____, 2018

LAW OFFICE OF CAROL A. SOBEL

21
22 By: 
23 Carol A. Sobel
24 Attorneys for Plaintiffs

25
26 Date: _____, 2018

WOODRUFF, SPRADLIN & SMART,
APC

27
28 By: _____
David Kendig
Attorneys for Defendant
CITY OF TUSTIN