

CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

On this 9th (ninth) day of July, 2012, (the "Conditionally Effective Date") this Conditional Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and among the County of Orange, a political subdivision of the State of California ("County"), the Orange County Board of Supervisors ("Board"), and the Orange County Social Services Agency ("SSA"), collectively referred to as the "County Parties," on the one hand, and Edwin Mankinen and Sharie LaTurno, and George Lettner ("Class Representatives"), on the other hand, subject to satisfaction of all conditions specified in this Agreement below, including but not limited to approval of this Agreement by the Orange County Superior Court of the State of California (the "Court") and the Court's entry of the Consent Decree in the form and substance attached hereto and incorporated herein by this reference as Exhibit "A" ("Consent Decree"). Class Representatives enter into this Agreement on their own behalf and on behalf of a proposed class of individuals consisting of all past, present and future applicants for and/or recipients of assistance from the County Parties' General Relief program ("GR" or "GR Program" which is used and intended hereinafter to refer to the program by which the County Parties provide cash assistance to indigent persons, but does not apply to or include burial benefits also authorized under the County's General Relief Regulations) during the time period from August 24, 2010 through the end of the term of the proposed Consent Decree that is attached hereto and incorporated herein by this reference as Exhibit "A" ("Class" or "Class Members"). Class Representatives seek the same relief via petition for writ of mandate as beneficially interested petitioners. The County, SSA, and Class Representatives will from time to time hereinafter be referred to as "Party" or "Parties."

RECITALS

A. On August 23, 2011, attorneys for one or more of the Class Representatives sent a demand letter to the County and SSA. In that demand letter, various claims and demands were presented concerning the GR Program. Counsel complained of asserted deficiencies in the GR Program, and stated that litigation would ensue if requested changes were not implemented. In subsequent discussions with the County and SSA occurring from then through the date of this Agreement, Western Center on Law & Poverty (WCLP), The Public Interest Law Project (PILP), and Disability Rights Education & Defense Fund (DREDF) (collectively referred to hereinafter as "Class Counsel") have joined together in representing the Class Representatives. For purposes of this Agreement and the Releases set forth below in Paragraph 17, "Claims" shall mean all claims asserted in the "[Class Action] Complaint for Injunctive and Declaratory Relief and Verified Petition for Writ of Mandate" ("Complaint and Petition") that Class Counsel shall actually file in a lawsuit to be initiated pursuant to this Agreement in the Orange County Superior Court on behalf of the Class Representatives (the "Action") (in substantially the same form and substance as the draft which is attached hereto as Exhibit "C"), all claims resolved by the proposed Consent Decree, and all claims described by the "List of Other Released Claims" attached hereto and incorporated herein by this reference as Exhibit "D."

B. Without admitting or acknowledging the existence of any deficiencies in the GR Program or the merits of any of the Claims, on the County Parties' part, and without admitting or

acknowledging that any of the Released Claims are unmeritorious, on Class Counsel's part, the County Parties, by and through SSA staff and County Counsel, and Class Counsel have established a constructive dialogue in an effort to resolve the Claims. During the past eleven months, the Parties have conducted extensive, arms-length, good faith negotiations and have exchanged substantial information relevant to the Claims and to the GR Program. After months of negotiations, the Parties have reached this Agreement to resolve the Claims and any and all disputes between them related to the GR Program.

C. Prior to the execution and effect of this Agreement, the Class Representatives and Class Counsel were aware of the following "Known GR Program Facts:" (i) SSA's GR Program has provided certain maximum assistance or "grant" levels to indigent persons who meet the GR program's eligibility criteria and who comply with program requirements; (ii) SSA has applied the following criteria for GR eligibility: the requirements that applicants establish that they are legal residents of the County, have income of less than the amount of the GR grant each month, have equity in a home of less than \$5,000, have total personal property not to exceed \$1,000 in value (subject to certain exceptions, including one vehicle with a value of less than \$1,500), have applied for other possible sources of income (e.g., unemployment and disability/SSI), and have "registered" with the GR Work Program if they are determined to be employable; and (iii) SSA's GR application process has required all applicants to submit the following verifications: photo identification, social security number, proof of income, proof of the value of assets, and proof of application for other available benefits. As set forth herein and in the attached proposed Consent Decree, the Parties have reached agreement, subject to satisfaction of the conditions stated herein, regarding increases in the maximum grant amounts to be paid by SSA and elimination or modification of some aspects of these Known GR Program Facts. This Recital is intended solely to describe such Known GR Program Facts as they existed prior to the Parties' settlement of their dispute through this Agreement and to the extent they are reflected in the GR Program Handbook, GR Regulations/Manual, and/or in other GR policy documents, and to make clear that these Known GR Program Facts are subject to the Releases set forth in Paragraph 17, below, to the extent they are not otherwise modified or eliminated by reason of this Agreement and/or the proposed Consent Decree.

D. The County Parties, and each of them, deny (and would deny in responsive pleadings in any lawsuit filed in the absence of this Agreement) the Claims and are entering into this Agreement for the sole purpose of avoiding the costs and risks associated with litigation and without admitting any fault or deficiencies in the GR program or in any other public assistance programs administered by the County or SSA.

E. The Parties, and each of them, desire to resolve and fully settle, compromise, and release any and all of the Claims that have been asserted and/or alleged by the Class Representatives through Class Counsel in the course of the Parties' negotiations concerning asserted deficiencies in, or changes they contend were or are legally required to be made to, SSA's GR program. Neither this Agreement, the proposed Consent Decree attached hereto as Exhibit "A," nor any of their respective terms or provisions shall be construed as an admission (1) by any of the County Parties as to the merits of any of the Claims or of any of the assertions made by Class Counsel on behalf of the Class Representatives and/or the proposed Class, or as

evidence of liability under any federal or state law, or (2) by any of the Class Representatives or Class members of any infirmity or weakness in their claims and assertions.

F. Class Counsel believe, warrant and represent that they have advocated the interests of all members of the Class as defined herein, and that in their opinion, based on the above-described exchange of information and their own independent investigation and evaluation, this Agreement and the proposed Consent Decree (hereafter collectively referred to as the "Settlement") are fair, reasonable, adequate, and in the best interests of the Class.

G. Class Counsel are highly experienced in representing individuals and classes of individuals in actions involving the issues that are raised by the Claims and relating to public entities' provision of services and assistance to those in need.

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, promises and benefits contained herein and as set forth in the Exhibits to this Settlement Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

AGREEMENT

1. The introductory paragraphs, Recitals and defined terms set forth above are incorporated herein by this reference.
2. The Class Representatives have not received any personal consideration, direct or indirect, for entering into this Agreement or the Settlement.

Filing of Action and Procedures for Approval of Settlement, Notice to Class Members, Certification of Class, and Issuance of Consent Decree

3. Subject to satisfaction of all conditions to the effectiveness of this Agreement as set forth herein, the Class Representatives, on behalf of themselves and the proposed Class, shall initiate an Action, to be filed with the Court, for the sole initial purposes of presenting this Agreement to the Court for its preliminary approval and of taking the steps described below culminating in a final fairness hearing by the Court as to whether it will certify the Class, give final approval to the Settlement and enter the Consent Decree. A copy of the draft Complaint and Petition is attached hereto and marked as Exhibit "C" to this Agreement. The Class Representatives agree that the County Parties will not be required to file responsive pleadings unless and until the Court in the Action denies the motion to find this Settlement to be fair, reasonable and adequate as to the interest of the Class and/or rejects, in whole or in part, the Consent Decree. The County Parties agree that in no event will they seek or move to remove the Action to federal court, unless new or different claims, that would be subject to Federal Court jurisdiction, are raised in the Action that are materially different from, or additional to, those raised in the draft Complaint and Petition attached hereto. The Parties will also cooperate together in filing any and all necessary documents and pleadings with the Court necessary to seek its approval of this Agreement and issuance of the Consent Decree in the form proposed;

and will cooperate in stipulating and requesting the Court to excuse or defer the Parties' compliance with the Court's pretrial and procedural rules, including but not limited to any applicable procedural requirements of the California Rules of Court and the Orange County Superior Court local rules, until such time as it is determined that the Court will not approve this Agreement and/or the Consent Decree as proposed and that the Action will proceed to litigation on the merits.

4. When the Complaint and Petition is filed in this Action, the Parties will, pursuant to Rule 3.402(c) of the California Rules of Court, file a Joint Complex Designation designating this Action as a complex case.
5. The Parties agree and stipulate that the Court will have jurisdiction over the Claims and the Action and that venue will be proper in the Orange County Superior Court. The Parties recognize that this stipulation is not binding on the Court.
6. Subject to satisfaction of all conditions to the effectiveness of this Agreement as set forth herein, including the condition that the Court in the Action approves the Consent Decree as proposed, the Parties stipulate for settlement purposes to seek conditional certification of the Class, pursuant to Code of Civil Procedure section 382, California Rules of Court, Rule 3.769, and applicable case law, as the Class is defined above, on the following grounds, *inter alia*:
 - a. The Class of potential individual plaintiffs would consist of thousands of GR applicants and recipients and, as such, is so numerous that joinder of all members is impracticable. The Class is ascertainable because the identities of those who have applied for and/or received GR benefits from the County Parties are a matter of public record.
 - b. There are predominating issues of law and fact that are common to the Class and any right to relief is not based solely on individualized facts. The issues of law and fact common to all Class members include, but are not limited to, the following:
 - i. Whether the County Parties' GR regulations, guidelines, practices and policies at issue violate Welfare & Institutions Code sections 17000 *et seq.* and applicable case law;
 - ii. Whether the County Parties' GR regulations, guidelines, practices and policies at issue are adequate to provide prompt, humane assistance to indigent persons;
 - iii. Whether the County Parties' GR regulations, guidelines, practices and policies at issue violate Government Code sections 11135 *et seq.*, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act; and
 - iv. Whether the County Parties' GR regulations, guidelines, practices and policies at issue violate the state and federal due process rights of indigent persons.

- c. The claims of the Class Representatives are typical of the claims of the Class generally. And the Class Representatives and Class Counsel will fairly and adequately protect the interests of the class.
 - d. The action is properly brought as a class action because handling and prosecuting the Class claims through separate actions by individual Class members would create a risk of inconsistent or varying adjudications that would result in a risk of incompatible standards of conduct for the County Parties.
 - e. The action is also properly brought as a class action because the Class Representatives assert that the County Parties have acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief and declaratory relief is appropriate with respect to the Class as a whole.
7. The effectiveness of this Agreement is conditioned upon its approval by the Court, issuance of the Consent Decree as proposed and certification of the Class as described above. If, however, the Court rejects, in whole or in part, the Agreement and/or the proposed Consent Decree, or proposes to modify the Agreement and/or the Consent Decree in a way that does not comport with the material terms of this Agreement, then the County Parties or the Class Representatives may either agree to modify their proposed Agreement, Stipulation or Class Definition or withdraw from the Agreement and its effect and withdraw from their stipulations to conditionally certify the Class and request issuance of the Consent Decree so that the conditional certification and approval of the Class will have no force or effect, and the issue of Class certification may be subject to further litigation in the Action.
8. Promptly upon filing the Action, the Class Representatives through their counsel shall apply to the Court by an unopposed application and/or motion for preliminary approval of the Settlement and request an order by the Court substantially in the following form:
- a. Conditionally certifying a provisional Class;
 - b. Giving its preliminary approval of the Settlement as being fair, reasonable and adequate as to members of the Class and as to the named parties to the Action;
 - c. Approving the proposed procedures specified below for giving notice to members of the Class of the Settlement and rights to object to or opt out of the Settlement, including but not limited to approval of the form and content of the flyer/notice that will be used for notice purposes, which is attached hereto and incorporated herein by this reference as Exhibit "B" (the "Flyer"); and
 - d. Scheduling a fairness hearing at which the Court will determine whether the Settlement should be finally approved and confirmed as being fair, reasonable and adequate as to members of the Class and as to the named parties to the Action; and
 - e. Proposing the following time lines:

- i. Notices to class members to be given, in accordance with the provisions in paragraph 9 below, within twenty-one (21) days after preliminary approval;
- ii. Opportunity for Class members to notify the Court of any objection or election to opt out, until fourteen (14) days prior to final approval hearing;
- iii. Class Counsel to file and serve their motion for final approval twenty-one (21) days before the fairness hearing;
- iv. Opportunity for Class Counsel and the County Parties to respond to any objection or election to opt out, until seven (7) days prior to the fairness hearing;
- v. Fairness hearing before the Court to be held seventy (70) days after preliminary approval or as soon thereafter as the Court's calendar will allow.

Prior to the Court's preliminary approval of the Settlement, it shall be the responsibility of Class Representatives' counsel to obtain translations in Spanish and Vietnamese of the Consent Decree (exclusive of its exhibits), this Agreement (exclusive of its exhibits) and the Flyer. The County Parties and their counsel shall be given a reasonable opportunity to review those translations for accuracy and to request reasonable corrections if warranted, before the translated versions are made available to the public or posted on SSA's website pursuant to the requirements and procedures set forth below.

9. Upon receiving the Court's preliminary approval of this Settlement, to effectuate notice to potential Class members of the Settlement and their rights thereunder, SSA shall:
 - a. Beginning on or before the tenth (10th) calendar day after the Court's preliminary approval of the Settlement up until twenty-one (21) calendar days preceding the final fairness hearing, make available at all SSA intake centers and keep posted on SSA's website, copies of this Agreement, the proposed Consent Decree, and the Flyer in English, Spanish and Vietnamese (with the Spanish and Vietnamese translations to include the documents exclusive of their respective exhibits).
 - b. Within ten (10) calendar days after the Court's preliminary approval of the Settlement, distribute a press release to print and broadcast media regarding the Settlement and its terms. The press release shall include contact information for Lead Class Counsel. Class Counsel shall be free to issue their own Press Release if they so desire.
 - c. Within ten (10) calendar days after the Court's preliminary approval of the Settlement, Defendants shall send this Agreement, the proposed Consent Decree, and the Flyer in English, Spanish and Vietnamese (with the Spanish and Vietnamese translations to include the documents exclusive of their respective exhibits) by e-mail to those non-profit community organizations in Orange County with whom SSA regularly coordinates in delivering services to public assistance recipients for posting and sharing by those organizations with their clients and members of the public.

- d. Within twenty-one (21) calendar days after the Court's preliminary approval of the Settlement, Defendants shall mail the Flyer to individual class members who have applied for and/or received GR benefits from August 24, 2010 through the date of the Court's preliminary approval of the Settlement at their last known effective contact address on file for GR and, if applicable, for Food Stamps. Defendants shall also mail or hand deliver the Flyer to individual class members who apply for GR at any time ten (10) calendar days after the Court's preliminary approval of the Settlement until twenty-one (21) days before the fairness hearing.
10. The Flyer shall provide that Class members who wish to opt out of the Settlement must file their written request to do so with the Court and serve on counsel for the Parties by mail or personal delivery to the addresses for Notice specified herein below, no later than fourteen (14) calendar days before the fairness hearing. Class members who do not timely file and serve written requests to opt out of the Settlement shall be deemed to have waived any such request and shall be bound by the Settlement. The Flyer shall also provide that Class members who wish to object to the Settlement must file their written objections with the Court and serve on counsel for the Parties by mail or personal delivery to the addresses for Notice specified herein below, no later than fourteen (14) calendar days before the fairness hearing. Class members who do not timely file and serve written objections shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by written objection, appearance at the fairness hearing, appeal or otherwise) to the Settlement.
11. If more than 100 Class Members request to opt out of the Settlement, then the County Parties may, at their sole discretion, rescind and revoke this Agreement, thereby rendering this Settlement null and void in its entirety. The County Parties shall, however, give written notice to Class Counsel of their intention to rescind and revoke this Agreement no later than seven (7) days before the fairness hearing or they will have otherwise waived their option to do so.
12. Pursuant to the proposed schedule in paragraph 8 herein, Class Counsel shall file an unopposed request and motion for final approval of this Settlement and for entry of the Consent Decree. The motion shall request that the Court grant final approval of this Settlement as being a fair, reasonable and adequate settlement of the Action and of the Claims, and enter the proposed Consent Decree.
13. In the event that the Court in the Action rejects, in whole or in part, the Agreement and/or Consent Decree, or proposes to modify the Agreement and/or Consent Decree in a way that does not comport with the material terms of the Agreement and/or Consent Decree, then, unless the Parties agree to modify the Agreement and/or Consent Decree, the terms, provisions and conditions of this Agreement shall be null and void and neither this Agreement nor any of its terms or provisions may be admitted or offered into evidence in the Action or in any other litigation or used for any other purpose, and the use of this Agreement shall be limited to establishing that the Parties have agreed that the Action

may then proceed and that the Parties shall have the following procedural rights and opportunities, in addition to any others provided by law or Court rules and procedures:

- a. No Consent Decree should be entered by the Court pursuant to this Agreement and the Class Representatives, if they choose to proceed by class action, must seek Class certification by motion and must prove their claims on the merits. Within forty-five (45) calendar days of the Court's action that triggers the provisions of this Paragraph 13, the Class Representatives may also, without formal motion, file and serve upon the County Parties an amended Complaint and Petition in the Action setting forth any and all additional allegations, claims or causes of action which the Class Representatives wish to present and pursue in the Action;
- b. The County Parties will have the right to file any and all appropriate responsive pleadings and/or motions and to defend and oppose the Action and to litigate any and all claims or allegations on their merits and to oppose Class certification; and
- c. The Action shall otherwise proceed as if this Agreement were never entered into.

Duration of Consent Decree

14. Upon entry by the Court of the Consent Decree in the form and substance proposed, the Consent Decree will govern final resolution of all Claims of the Class regarding the GR Program administered by the County Parties.
15. The Consent Decree shall remain in effect for a term of three years from the date it is entered at which time the Consent Decree will automatically expire and no longer be of any force or effect. Any and all claims of Class members, or those of any and all other recipients of and/or applicants for GR, arising after, and based on occurrences after, the expiration of the Consent Decree shall be neither affected, barred, supported, nor substantiated in any matter by the prior issuance, existence and effect of the Consent Decree. Any such claims arising after the expiration of the Consent Decree must be pursued through the filing of a new action, separate from the Action contemplated by this Agreement. Furthermore, any and all claims of Class Members that are not covered by the Agreement and/or Consent Decree shall be neither affected, barred, supported, nor substantiated in any matter by the prior issuance, existence and effect of the Consent Decree. Any such claims of Class Members outside the scope of the Agreement and/or the Consent Decree must be pursued through the filing of a new action, separate from the Action contemplated by this Agreement.
16. The Parties shall request that, during the three-year duration of the Consent Decree, the Court shall retain jurisdiction over the matter to enforce the provisions of the Consent Decree and of this Agreement, pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

Release of Claims by Class Representatives and Class Members

17. Upon the Court's entry of the Consent Decree in the form proposed and attached hereto as Exhibit "A," in consideration of the County Parties' promises and agreements set forth herein and the steps and actions to be taken by the County Parties in compliance with the Consent Decree, the Class Representatives, and each of them, on their own behalf, on behalf of all Class members, and on behalf of all Class Counsel (collectively "Releasers"), hereby waive, discharge and fully release the County and SSA, and each of them, and all of their respective Board members, officers, directors, employees, agents, attorneys, and representatives (individually and collectively, the "County Releasees"), from any and all of the Claims and from any and all past and present claims, actions, causes of action, costs, attorney's fees, disputes, debts, or liabilities arising from or relating to the "Known GR Program Facts" set forth in the Recitals above, except to the extent those Known GR Program Facts are otherwise modified or eliminated by this Agreement and/or by the requirements of the Consent Decree. Nothing herein shall be construed to preclude any individual from asserting an administrative appeal and/or court action that the rules and regulations of the GR Program, as modified pursuant to this Agreement, have been misapplied to him or her based upon his or her individual circumstances.

General Provisions

18. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class members to submit written objections to the Settlement, to opt out of the Class, or to appeal from the order giving final approval to the Settlement.
19. This Agreement including its exhibits shall constitute the entire integrated agreement of the Parties hereto, but subject in their effectiveness to the condition that the County Parties and Class Counsel also enter into a binding written agreement on the attorney's fees issues. No prior draft or contemporaneous communications, oral or written, shall be relevant or admissible for the purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.
20. The Parties recognize and acknowledge that this Settlement must be approved by the Court. The Parties agree to cooperate in good faith in the creation of all papers submitted to the Court to secure such approval. In the event that the Court does not approve this Settlement or the order approving this Settlement is reversed on appeal, the Parties shall make good faith efforts to modify the Settlement so as to gain judicial approval.
21. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together shall constitute a single instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail shall have the same force and effect as the original signature.

22. This Agreement is being executed by the Class Representatives on their own behalf and on behalf of all persons similarly situated, and by the Director of the Orange County Social Services Agency on behalf of the County Parties; and each of the signatories represents that he or she is authorized to execute this Agreement on behalf of those Parties.
23. If any section or provision of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect and for any reason, the validity, legality and enforceability of the unaffected remainder of such section in every other respect and the remainder of the Agreement shall continue in effect, unless the provision(s) or section(s) found to be invalid, illegal or unenforceable constitute(s) a condition(s) to effectiveness of the entire Agreement, in which case the Agreement shall be null and void as provided for above.
24. The Parties agree that this Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, and shall be construed as if drafted by all Parties jointly.
25. Provided that the Court's final approval of the Settlement and its Consent Decree are consistent with the terms and conditions of this Agreement, the Parties, and each of them, hereby waive any and all rights to appeal from the final approval order, Consent Decree, and/or judgment entered in the Action, including all rights to any post-judgment proceeding and appellate proceedings, such as a motion to vacate or set aside judgment, a motion for new trial, and any extraordinary writ, and the final approval order, Consent Decree, and/or judgment will each become final and not appealable at the time it or they are entered. This waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.
26. The Settlement may only be amended, modified, or supplemented by:
- a. an agreement in writing signed by the Parties by and through their respective counsel and approved by the Court; or
 - b. other order of the Court.
27. **Attorney's Fees.** Subject to the Court finding that their fee agreement is fair and reasonable, the Parties have agreed through mediation that the County will pay Class Counsel Four Hundred Fifty Thousand (\$450,000) for Class Representatives' attorneys' fees, litigation related expenses and costs of suit sought by their cost bill. Concurrent with filing their motion for final approval of the proposed Consent Decree and Settlement Agreement, Class Counsel shall file an unopposed motion for attorneys' fees and litigation related expenses seeking the Court's approval of a \$450,000 award, and no more than \$450,000. If so approved, the County shall pay the award within forty-five (45) days of the date of the Court's approval of the Settlement. Except as provided for herein, and except for the remedies set forth in the "Remedies for Non-Compliance"

section of the proposed Consent Decree, all parties shall bear their own attorney's fees and costs incurred in connection with the Action or leading to the filing of the Action.

28. Any required notices to any of the Parties shall be given by delivery in person or by United States certified first class mail, to the Parties' counsel as follows:

To the Class Reps./Class: WESTERN CENTER ON LAW & POVERTY
3701 Wilshire Boulevard, Suite 208
Los Angeles, California 90010-2826
Attn: Stephanie Haffner

THE PUBLIC INTEREST LAW PROJECT
449 15th Street, Suite 301
Oakland CA 94612
Attn: Stephen Ronfeldt

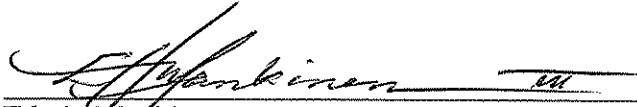
To the County Parties NICHOLAS S. CHRISOS, COUNTY COUNSEL
333 W. Santa Ana Blvd., Ste. 407
Santa Ana, CA 92701
Attn: Jeffrey M. Richard, Senior Assistant

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

DATED: July __, 2012

George Lettner

DATED: July 8, 2012



Edwin Mankinen,

DATED: July 9, 2012



Sharie LaTurno

[SIGNATURES CONTINUED ON NEXT PAGE]

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Attn: Stephanie Haffner

THE PUBLIC INTEREST LAW PROJECT
449 15th Street, Suite 301
Oakland CA 94612
Attn: Stephen Ronfeldt

To the County Parties NICHOLAS S. CHRISOS, COUNTY COUNSEL
333 W. Santa Ana Blvd., Ste. 407
Santa Ana, CA 92701
Attn: Jeffrey M. Richard, Senior Assistant

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

DATED: July 9, 2012


George Lettner

DATED: July __, 2012

Edwin Mankinen,

DATED: July __, 2012

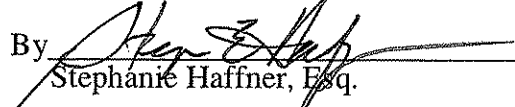
Sharie LaTurno

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DATED: July 6, 2012

Approved as to form and content:

WESTERN CENTER ON LAW & POVERTY

By  _____
Stephanie Haffner, Esq.

Attorneys for Class Representatives

DATED: July __, 2012

THE PUBLIC INTEREST LAW PROJECT

By _____
Stephen Ronfeldt, Esq.

Attorneys for Class Representatives

DATED: July __, 2012

DISABILITY RIGHTS EDUCATION & DEFENSE FUND

By _____
Larisa Cummings, Esq.

Attorneys for Class Representatives

DATED: July 5, 2012

COUNTY PARTIES:

By  _____
Dr. Michael Riley, Director

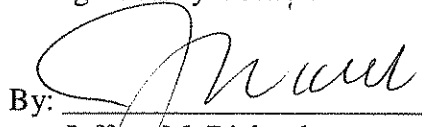
Orange County Social Services Agency

Dated: July 5, 2012

Approved as to form and content:

Nicholas S. Chrisos

Orange County Counsel

By:  _____

Jeffrey M. Richard,
Senior Assistant County Counsel

DATED: July __, 2012

Approved as to form and content:

WESTERN CENTER ON LAW & POVERTY

By _____
Stephanie Haffner, Esq.

Attorneys for Class Representatives

DATED: July 5, 2012

THE PUBLIC INTEREST LAW PROJECT

By _____
Stephen Ronfeldt, Esq.

Attorneys for Class Representatives

DATED: July 6, 2012

DISABILITY RIGHTS EDUCATION & DEFENSE FUND

By _____
Larisa Cummings, Esq.

Attorneys for Class Representatives

DATED: July __, 2012

COUNTY PARTIES:

By _____
Dr. Michael Riley, Director

Orange County Social Services Agency

Dated: July __, 2012

Approved as to form and content:

Nicholas S. Chrisos

Orange County Counsel

By: _____
Jeffrey M. Richard,
Senior Assistant County Counsel