

KRISTEN WASHBURN (Bar No. 184156)  
ROBERT CAPISTRANO (Bar No. 70382)  
BAY AREA LEGAL AID  
30 North San Pedro Road, Suite 170  
San Rafael, CA 94903  
Telephone: (415) 479-8224  
Fax: (415) 479-8549  
kwashburn@baylegal.org

STEVEN WOODSIDE, County Counsel  
STEPHEN RAAB, Deputy Counsel  
MARIN COUNTY COUNSEL  
3501 Civic Center Drive, Rm. 275  
San Rafael, CA 94903  
Telephone: (415) 499-6117  
Fax: (415) 499-3796

JUDITH Z. GOLD (Bar No. 97098)  
STEPHEN RONFELDT (Bar No. 41044)  
PATTI PRUNHUBER (Bar No. 277439)  
THE PUBLIC INTEREST LAW PROJECT  
449 15th Street, Suite 301  
Oakland, CA 94612  
Telephone: (510) 891-9794 x 127 or 111  
Facsimile: (510) 891-9727  
judith.gold@pilpca.org

Attorneys for the Respondents  
COUNTY OF MARIN, BOARD OF  
SUPERVISORS and  
M. LARRY MEREDITH

Attorneys for Petitioners  
Greg Versis, Alfredo Garcia and Lee Artrice Lee

SUPERIOR COURT OF CALIFORNIA  
IN AND FOR THE COUNTY OF MARIN

GREG VERSIS, ALFREDO GARCIA and )  
LEE ARTRICE LEE, )

Case No. C IV1100553

Petitioners, )

Settlement Agreement And Request for  
Continuing Jurisdiction under C.C.P. §664.6

vs. )

M. LARRY MEREDITH, Director of the )  
Marin County Department of Health and )  
Human Services (in his official capacity); )  
MARIN COUNTY DEPARTMENT OF )  
HEALTH AND HUMAN SERVICES; )  
BOARD OF SUPERVISORS OF THE )  
COUNTY OF MARIN; COUNTY OF )  
MARIN )

ASSIGNED FOR ALL PURPOSES TO  
JUDGE PAUL HAAKENSON

Respondents. )  
)  
)  
)  
)

1 The parties, LEE ARTRICE LEE, and ALFREDO GARCIA, ("Petitioners"); and the  
2 COUNTY OF MARIN (including all Departments of the County of Marin), BOARD OF  
3 SUPERVISORS OF MARIN COUNTY, and M. LARRY MEREDITH, in his official capacity,  
4 (together, ~~the County~~ or "Respondents") hereby enter into the following Agreement:  
5

6 1. The Parties desire to resolve all disputes between them, without admitting liability, to  
7 avoid the costs and risks of litigation. Nothing in the agreement shall be construed as  
8 an admission by the Respondents that Petitioners' claims have any merit or that the  
9 Respondents at any time violated any laws or rights, or as an admission by Petitioners  
10 that any of their claims lack merit. The named Petitioners agree that they will not  
11 encourage or support further proceedings regarding Marin County's General Relief  
12 Program.  
13

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15 2. The eligibility requirements set forth in the Resolution for Standards and Policies for  
16 General Relief by the Board of Supervisors shall provide, in the applicable provisions  
17 of Section III, that eligibility will not be conditioned upon completion of  
18 requirements within the two sub-programs, the Employable program of Section IV,  
19 and the Work-exempt program of Section V. This means initial eligibility for the  
20 General Relief program will not be conditioned upon verification of work exempt  
21 status, attendance at an Employment Orientation, completion of job search/contact  
22 requirements, or enrollment in a substance abuse or other counseling program.  
23 Compliance with these sub-program rules is required for recipients, but will not  
24 impact eligibility.  
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- 1 3. The Resolution for Standards and Policies of General Relief, at Sections IV and V,  
2 will be clarified to eliminate the reference to "Applicants."  
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5 4. The Resolution for Standards and Policies of General Relief at Section III.E.10. and  
6 11, reference to "Update Reports" and "following through with program activities,"  
7 will be removed from Section III, but will be maintained in Section VI.A.  
8  
9  
10 5. The Resolution for Standards and Policies of General Relief at Section VI sets forth  
11 the standards regarding the impositions of sanctions. Sanctions will be limited to  
12 instances where a lack of good cause has been demonstrated for failure to comply  
13 with program rules, and a willful violation of a program rule or a third negligent  
14 violation of a program rule has occurred. Section VI. will be modified to include the  
15 following language: "sanctions shall occur where a lack of good cause has been  
16 demonstrated by a showing of either: (A) willful failure or refusal of the recipient to  
17 follow program requirements, or (B) not less than three separate acts of negligent  
18 failure of the recipient to follow program requirements."  
19  
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22 6. When issuing a sanction, the County will issue a Notice of Action. The Notice of  
23 Action will include (1) the date(s) of the alleged noncompliance; (2) whether the  
24 violation(s) was/were willful or negligent, and if negligent, the dates and a description  
25 of three or more negligent violations; (3) a statement informing the recipient of his or  
26 her opportunity to explain that s/he had good cause for his/her noncompliance; (4) an  
27 explanation of the right to appeal and the time frames for doing so; (5) a statement  
28

1 that the recipient may speak to his or her worker about the reason for the  
2 noncompliance; and (6) notification that the recipient can seek legal counsel, with the  
3 notification providing reference to free legal resources that handle this type of  
4 problem.  
5

6  
7 7. In the case of sanctions involving violations of program rules, only events within the  
8 previous twelve months will be used.  
9

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11 8. When reviewing any negative action regarding General Relief, the County of Marin  
12 will change its Appeal Review of Section VII into a "hearing" subject to Code of  
13 Civil Procedure § 1094.5, as set out in Paragraphs 9 through 20, below:  
14

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16 9. At the Hearing, evidence will be taken, without strict application of the rules of  
17 evidence.  
18

19  
20 10. Inspection of the case file will be allowed in a timely manner to recipients and their  
21 authorized representatives upon provision of reasonable advance notice.  
22

23 11. Within 15 days of the hearing request, the County shall select a hearing date, and hold  
24 the hearing within a reasonable time thereafter. Reasonable notice of the date and  
25 time of the hearing will be sent to the appellant.  
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1 12. The hearing will be conducted by an independent and impartial Hearing officer who  
2 is a County of Marin employee who was not involved in the initial decision being  
3 appealed.  
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6 13. The Hearing officer and the County workers in the General Relief program shall not  
7 conduct ex parte communication with or receive information about the merits of the  
8 case. County workers may communicate with the Hearing officer on matters of  
9 scheduling, providing the case files, and transmission of the record.  
10

11  
12 14. Appellant is allowed representation at the hearing by one person of the appellant's  
13 choice, as set forth in the Resolution for Standards and Policies of General Relief,  
14 Section VII.E.  
15

16 15. The appellant may bring an interpreter, or may ask the County to provide one of its  
17 choosing.  
18

19  
20 16. Upon request, the opportunity to question, at the hearing, the Eligibility Worker  
21 making the decision, or if unavailable, a knowledgeable designee, will be given to  
22 sanctioned recipients, and other recipients whose appeal is based upon an adverse  
23 decision by the worker and involves an issue of credibility, but not ineligible  
24 applicants. The Request must be made at least seven business days before the date  
25 initially scheduled for Hearing. Notice of the opportunity to speak to the Eligibility  
26 Worker will be contained in the Notice of Action. The Eligibility Worker or a  
27  
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1 knowledgeable designee will appear at the Hearing and his/her cross examination will  
2 be permitted.

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5 17. The decision after Hearing shall make findings of fact based on the evidence,  
6 including but not limited to the notice and case file, and shall state the General Relief  
7 rule(s) at issue.

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9 18. The Hearing officer will record the Hearing, which will be available for transcription.  
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12 19. A written decision will be issued within 21 calendar days of the Hearing.

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14 20. Notice will be provided that a person dissatisfied with the decision has a right to  
15 obtain judicial review under Code of Civil Procedure § 1094.6 within 90 days of the  
16 date of decision.  
17

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19 21. The County will draft proposed guidelines for Hearing officers' conduct of Hearings  
20 and standards for the Hearings. Within 60 days of the entry of settlement by the  
21 Court, petitioners' counsel may provide input into the standards. Within 120 days of  
22 entry of settlement by the Court, the General Relief program will provide Petitioners'  
23 counsel with proposed standards. Within 180 days of entry of settlement by the  
24 Court, Petitioners' counsel may submit additional comments.  
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1 22. If the General Relief program has been informed, or is aware, of a particular disability  
2 of the recipient, the General Relief worker shall take into account the effect of a  
3 recipient's disability on that person's ability to comply with program rules.  
4

5  
6 23. The settlement agreement will be approved by the Court through the Code of Civil  
7 Procedure § 664.6 procedure. The Court will retain jurisdiction to enforce the  
8 settlement agreement for three years from the date of entry, after which the parties'  
9 obligations under this Settlement Agreement shall end.  
10

11 24. The Board of Supervisors will adopt a revised Resolution for Standards and Policies  
12 of General Relief consistent with the terms of this agreement within 70 days of the  
13 entry of settlement by the Court. Petitioners' counsel will be provided with a copy of  
14 the proposed Resolution at least 15 days before the Board of Supervisors meeting in  
15 which the proposed Resolution will be considered.  
16

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18 25. The County of Marin will take reasonable steps to ensure that the terms and  
19 conditions of this Settlement Agreement are implemented. During the  
20 implementation period of this Agreement, to the extent that the County adopts or  
21 revises forms, notices, or other documents necessary to implement this Agreement, *q*  
22 it will provide Petitioners with copies and an opportunity for input, within ten  
23 business days of receipt, into their content.  
24

25  
26 26. Except in unusual or extraordinary circumstances, or as provided below, the County  
27 will schedule all intake interviews to occur within seven business days after a  
28 potential applicant first appears and speaks to an Eligibility Worker with the General

1 Relief program. For those individuals seeking General Relief who are not currently  
2 receiving CalFresh benefits and who also are screened for eligibility for CalFresh on  
3 the same day, no General Relief screening will be required. The County will provide  
4 the individual, on the same day, the opportunity to schedule an intake interview for  
5 General Relief. If the individual fails to attend their scheduled interview without  
6 good cause, a new screening may be required for General Relief.  
7

8  
9 27. Payment of General Relief to those found eligible shall be made back to the date the  
10 person first appears at the County Social Services office (or by other means allowed  
11 by the County) and speaks with a General Relief eligibility worker, or the date the  
12 individual is screened for CalFresh eligibility, as provided in Paragraph 26.  
13

14 28. The parties agree that Petitioners and Respondents both reserve their right to claim  
15 attorneys' fees and costs, and Petitioners and Respondents reserve all arguments in  
16 opposition thereto. The parties will try to negotiate a resolution to avoid the necessity  
17 of further litigation. If the parties are unable to resolve the fee claim, either party  
18 must file a motion for an award of reasonable attorneys' fees <sup>or</sup> and costs within one  
19 hundred twenty (120) days following the entry of settlement in order to claim any  
20 attorneys' fees. Any court award for attorneys' fees may not exceed \$1.15 million.  
21

22 Petitioners agree not to ask for fees on fees at the Trial Court or on appeal, and  
23

24 Petitioners agree they cannot claim any time spent after *May 1, 2013*

25 except for that *Parties* reserve the right to recover their attorney's fees and  
26 costs related to any actions for enforcement of this Settlement Agreement upon which  
27 they are a prevailing party.  
28



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2 29. The County shall pay each remaining Petitioner, Lee Artrice Lee and Alfredo Garcia,  
3 an amount equal to one year of General Relief, ~~at~~ \$4,644. These payments are not  
4 subject to reimbursement and shall not count as income or resources in determining  
5 eligibility for aid. This money will be paid to the Petitioners within ~~thirty~~ (30) days  
6 of the entry of settlement.  
7

8 **PETITIONERS**

9 DATED: May 23, 2013 LEE ARTRICE LEE

10 Lee Artrice Lee

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12  
13 DATED: May 23, 2013 Alfredo Garcia

14 Alfredo Garcia

15  
16  
17 **RESPONDENTS**

18  
19 COUNTY OF MARIN,

20  
21  
22 DATED: 6/4/2013, 2013 Judy Aronson

23 By: President of the Board of Supervisors  
24  
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26  
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1  
2 M. LARRY MEREDITH, DIRECTOR, HEALTH AND  
3 HUMAN SERVICES  
4

5 DATED: June 4, 2013 Heather Ravani  
6

7 By: Heather Ravani, Assistant Director  
8  
9

10 APPROVED AS TO FORM

11 COUNSEL FOR PETITIONERS:  
12

13 BAY AREA LEGAL AID  
14

15  
16 DATED: May 23, 2013

Kristen Washburn

17 Kristen Washburn, Esq.

18 Attorney for Petitioners  
19  
20

21 THE PUBLIC INTEREST LAW PROJECT  
22

23 DATED: May 23, 2013

Patti Prunhuber / Stephen Ronfeldt

24 Patti Prunhuber, Esq.

25 Stephen Ronfeldt, Esq.

26 Attorneys for Petitioners  
27  
28

1 COUNSEL FOR RESPONDENTS:

2 OFFICE OF COUNTY COUNSEL, COUNTY OF  
3 MARIN  
4

5  
6 DATED: May 23, 2013

Steven Woodside

7 Steven Woodside

8 Interim County Counsel

9 *Substance subject to Bd of Supervisors*  
10 *ratification approval on June 4, 2013*

11 The Parties' joint request for the Court to retain jurisdiction to enforce the settlement  
12 agreement pursuant to Code of Civil Procedure § 664.6 is hereby granted.  
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14  
15 Dated: 5/23/13

Wood

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17 , Superior Court Judge  
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