

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ["Settlement Agreement"] is made and entered into this 27th day of June 2007, by and between [among]:

Plaintiff: JOHN DOE whose real name appears on Exhibit A hereto [hereafter referred to as "PLAINTIFF"]

AND

Defendants: COUNTY OF ORANGE, for itself, as a public entity, and on behalf of the ORANGE COUNTY SHERIFF'S DEPARTMENT and ORANGE COUNTY HEALTH CARE AGENCY, which are not separate legal entities; and SHERIFF MICHAEL S. CARONA [hereafter collectively referred to as "COUNTY"]

Parties are: PLAINTIFF and COUNTY

RECITALS

- A. PLAINTIFF filed a Complaint entitled John Doe v. County of Orange; Orange County Sheriff's Department; Sheriff Michael S. Carona; Orange County Health Care Agency; and Does 1-25 in the Orange County Superior Court, case number 06CC05833 on or about May 5, 2006 [herein after referred to as "Lawsuit"]. PLAINTIFF'S Complaint alleges three causes of action to include deliberate indifference, intentional infliction of emotional distress and negligence.
- B. The COUNTY OF ORANGE, for itself, as a public entity, and on behalf of the ORANGE COUNTY SHERIFF'S DEPARTMENT and ORANGE COUNTY HEALTH CARE AGENCY, which are not separate legal entities, filed its Answer to PLAINTIFF'S Lawsuit on June 23, 2006. SHERIFF MICHAEL S. CARONA filed his Answer to PLAINTIFF'S Lawsuit on July 6, 2006. Both Answers generally denied PLAINTIFF'S allegations and voiced various affirmative defenses.
- C. PLAINTIFF is represented in this matter by Stock Stephens, LLP [SS] and the Transgender Law Center [TLC].
- D. The Parties intend to include within the scope of this Settlement Agreement all known and presently unknown, suspected or unsuspected, contingent or fixed complaints, claims, grievances, allegations, demands, liabilities, losses, obligations, promises, damages, including, without limitation, causes of action, rights and privileges of whatever kind which Plaintiff has, or may come to have, against COUNTY which are in any way related to, or arise out of, or may in any way grow out of, or which may hereafter accrue or otherwise be acquired, on account of, or which are the subject of the actions or omissions of COUNTY which are in any way related to the incarceration of PLAINTIFF in the Orange County Jail from August 20, 2004 through October 26, 2004 and the injuries and damages as alleged in the Lawsuit, whether based in tort, contract, or

on any other theory of recovery including, without limitation, any State or Federal civil rights violations, violations of any California or Federal statute, claims for emotional distress, personal injuries, medical negligence, or loss of income or earning capacity.

SECTION 1.0 HORMONE THERAPY POLICY

SECTION 1.0.1 The COUNTY agrees to develop a written policy for providing hormone therapy to Orange County jail inmates who have been diagnosed with Gender Identity Disorder [GID] and are receiving hormone therapy prescribed by a licensed physician at the time of the inmate's incarceration.

SECTION 1.0.2 The COUNTY agrees to continue to discuss the specifics of the proposed policy with TLC/SS and to provide TLC/SS with a copy of the final policy once the specific wording has been determined. The Parties agree to continue to cooperate and discuss, in good faith, the specific wording for the policy and to engage in good faith discussions regarding the physical manifestations required for and the logistics of obtaining an endocrinology medical evaluation for transgender inmates whose continued hormone therapy is delayed because of a lack of information being transferred between the inmate's outside physician and jail medical staff. The terms "good faith" as used throughout this Settlement Agreement are defined as: Making a reasonable and serious effort to resolve differences and reach common ground.

SECTION 2.0 MANDATORY CONTINUING EDUCATION

SECTION 2.0.1 COUNTY HEALTH CARE PROVIDERS

The County will conduct a mandatory continuing education class concerning the above noted policy and transgender issues for the Orange County Jail medical/nursing staff by December 31, 2007.

SECTION 2.0.2 The first continuing education class for the medical/nursing staff to be provided pursuant to this Settlement Agreement will be provided by an instructor suggested by the TLC, provided such instructor(s) either (a) has a Continuing Medical Education provider number and Board of Registered Nurses continuing education provider number or (b) can provide the instruction under the supervision of a County employee who has a Continuing Medical Education provider number and Board of Registered Nurses continuing education provider number. The TLC will provide any required compensation to the provider of this initial continuing education seminar. The Parties agree to work together to determine and retain an appropriate instructor of the initial continuing education class. Thereafter, COUNTY shall select and compensate, if necessary, all subsequent providers of such continuing education.

**SECTION 2.0.3 ORANGE COUNTY SHERIFF DEPUTIES TRAINING
(A) ACADEMY TRAINING**

The COUNTY agrees to continue discussions with TLC/SS concerning the feasibility and logistics of incorporating the issues of gender identity

disorder and transgender issues (sensitivity training) into its curriculum at the Orange County Sheriff's Adult Corrections Officer Basic Supplemental Core Course. TLC/SS agree to provide to COUNTY information and documentation concerning the issues they would like incorporated into the curriculum. Investigation into the feasibility and logistics of incorporation of these issues into the curriculum is ongoing and a determination of whether or not such incorporation of issues is possible is unknown at this time. The COUNTY specifically makes no guarantee or agreement such incorporation of issues is possible or will occur, but will make a good faith effort to incorporate said training.

(B) CURRENT OCSD DEPUTY TRAINING.

The COUNTY will conduct mandatory annual continuing education (in-service) classes for the OCSD staff assigned to the Orange County Jail concerning transgender issues and sensitivity training by December 31, 2007.

SECTION 3.0 OUTREACH TO THE LGBT

SECTION 3.0.1 The COUNTY agrees to continue its ongoing outreach to the Lesbian, Gay, Bi-sexual and Transgender (LGBT) community, by engaging in activities such as recruiting at the annual Gay Pride events.

SECTION 4.0 WORK TIME

SECTION 4.0.1 The Parties agree to continue discussions, in good faith, concerning the issue of the availability of jail work details for transgender inmates. While these discussions are ongoing, inmates will continue to receive credit for work-time if in protective custody, unless the inmate refuses work.

SECTION 5.0 CLOTHING AND UNDERGARMENTS

SECTION 5.0.1 The Parties agree to continue discussions, in good faith, concerning the appropriate jail issued clothing for transgender inmates. Discussions will focus on developing the methodology to be utilized to identify changes or exceptions to the clothing requirements for specific individual inmates in the jail and how those modifications could be implemented on a case-by-case basis.

SECTION 6.0 COUNTY WIDE ANTI-DISCRIMINATION POLICY

SECTION 6.0.1 The Parties agree to continue to discuss the possibility of a county wide anti-discrimination policy that includes gender identity and transgender persons as a protected class of persons.

SECTION 7.0 MEDIATION OF CLAIMED BREACH

SECTION 7.0.1 PLAINTIFF and/or TLC/SS may seek enforcement of the terms of this Settlement Agreement through mediation of the issues before a mutually agreeable mediator if they believe the COUNTY has failed to comply with the terms agreed to in this Settlement Agreement. The COUNTY will pay the mediators fee for a total of three (3) hours if the mediator finds PLAINTIFF and/or TLC/SS had a reasonable basis for raising the issue(s) or complaint(s). If such mediation takes longer than three hours or if the mediator finds the issue(s) or complaint(s) were not reasonably based, the payment of the mediator's fee will be shared equally by the parties.

SECTION 7.0.2 The Parties agree that if PLAINTIFF or TLC/SS believe COUNTY has breached any of the terms of this Settlement Agreement before any action is taken by Plaintiff or TLC/SS to institute mediation COUNTY through its representative noted in Section 9.0.5 will be informed in writing by TLC/SS of the claimed violation and given an opportunity to remedy the claimed breach, not to exceed thirty days, before any mediation will occur.

SECTION 8.0 TERM OF AGREEMENT

SECTION 8.0.1 The term of this agreement will be two (2) years from the date this Settlement Agreement is executed by all parties. The County agrees to maintain the policy herein implemented.

SECTION 9.0 MONITORING

SECTION 9.0.1 POLICY

By September 15, 2007 the COUNTY will provide to TLC/SS a copy of the COUNTY'S policy concerning the provision of hormone therapy to Orange County jail inmates who have been diagnosed with Gender Identity Disorder [GID] and are receiving hormone therapy prescribed by a licensed physician at the time of the inmate's incarceration.

SECTION 9.0.2 CONTINUING EDUCATION OF MEDICAL STAFF

The County will conduct a continuing education class concerning the above noted policy and transgender issues by December 31, 2007. The County will provide to TLC/SS copies of the information provided to the medical/nursing staff in its continuing education classes concerning the policy and transgender issues along with the total number of attendees, a copy of the sign in sheet for the class of those in attendance (with all personal information redacted other than employee number or license number) within thirty (30) days of the date of the class for both the initial class and the class in calendar year 2009. In addition to and at the same time the list of attendees is provided, the COUNTY will provide to TLC/SS a declaration from the provider of said continuing education which will include the date said class was provided, a description of the class provided, and an evaluation of the class and suggestions, if any, of changes for the next class.

SECTION 9.0.3 OCSD TRAINING

**(A) ADULT CORRECTIONS OFFICER BASIC
SUPPLEMENTAL CORE COURSE**

If the County is able to incorporate the issues of gender identity disorder and transgender issues into its curriculum during the Academy supplemental training of new Orange County Deputies, the COUNTY will provide to TLC/SS copies of the information provided to the deputies in its Supplemental Course along with a list of the number of persons attending the classes and their classifications within sixty days of the date of the class for the initial class and class and the class in calendar years 2008 and 2009. In addition to and at the same time the list of attendees is provided, the COUNTY will provide to TLC/SS a declaration from the provider of said training to include the date said class was provided, and a description of the class provided.

(B) CURRENT OCSD DEPUTY TRAINING.

The COUNTY will conduct a mandatory annual continuing education (in-service) class to OCSD assigned to the Orange County Jail concerning transgender issues and sensitivity training by December 31st of each year starting in 2007. Within thirty days after the 2007, 2008, and 2009 training sessions, the COUNTY will provide to TLC/SS copies of the information provided to the deputies in its continuing education/in-service classes along with a list of the number of persons attending and their classifications. In addition to and at the same time the list of attendees is provided, the COUNTY will provide to TLC/SS a declaration from the provider of said continuing education/in-service to include the date said class was provided and a description of the class provided.

SECTION 9.0.4 LGBT OUTREACH

The COUNTY will provide, by declaration from an OCSD representative, a list of the deputies involved in the outreach event(s), the date and time of said event(s), and a description of said event by December 31st of 2007, 2008 and 2009.

SECTION 9.0.5 CONTACT PERSONS AT THE COUNTY

The law firm of Madory Zell and Pleiss will be the contact person for the COUNTY concerning all monitoring requirements noted above and any and all other contact by TLC/SS concerning the terms of this Settlement Agreement or any claimed breach thereof.

SECTION 10.0 PAYMENT TO PLAINTIFF

SECTION 10.0.1 COUNTY will pay to PLAINTIFF and his attorneys, the total amount of FORTY NINE THOUSAND DOLLARS (\$49,000.00) as total and complete settlement of his Lawsuit against COUNTY. All sums set forth herein constitute

damages on account of personal injuries, sickness or emotional distress within the meaning of Section 104(a)(2) of the *Internal Revenue Code* of 1986, as amended. Said payment will be made to PLAINTIFF and his attorneys within twenty (20) working days of the execution of this settlement agreement by all Parties.

SECTION 11.0 ATTORNEYS' FEES

SECTION 11.0.1 Each Party hereto shall bear all attorney fees and costs arising from the actions of its own counsel, if any, in connection with this claim, Settlement Agreement, and the matters and documents referred to herein, and all related matters.

SECTION 12.0 NO ADMISSION OF LIABILITY

SECTION 12.0.1 It is expressly understood and agreed that this Settlement Agreement is a compromise of a disputed claim and is not an admission by COUNTY of any wrongdoing, liability for, or the validity of any claims asserted by PLAINTIFF. COUNTY hereby expressly denies any wrongdoing, liability or culpability with respect to any acts or omissions as alleged by PLAINTIFF in his Lawsuit.

SECTION 13.0 MODIFICATION

SECTION 13.0.1 This Settlement Agreement can only be modified by a writing signed by all parties to this Settlement Agreement. This Settlement Agreement cannot be modified orally.

SECTION 14.0 REPRESENTATIONS AND WARRANTIES

SECTION 14.0.1 It is understood by the PLAINTIFF, that there is a risk that subsequent to the execution of this Settlement Agreement, PLAINTIFF may incur or suffer losses, damages, or injuries that are in some way caused by or related to the Lawsuit, but that are unknown or unanticipated, for whatever reason, at the time of the execution of this Settlement Agreement ("Unknown Injury Risk"). Further, it is understood by PLAINTIFF that there is a risk that loss or damage presently known may be or become, for whatever reason, greater than the PLAINTIFF now expects or anticipates ("Unknown Magnitude Risk"). PLAINTIFF understands, accepts, and assumes both the Unknown Injury Risk and the Unknown Magnitude Risk and intends that the release contained herein shall apply to all unknown and unanticipated results in any way arising from the alleged acts or omissions of the COUNTY as alleged in the Lawsuit, as well as those known and anticipated, and, upon the advice of legal counsel, PLAINTIFF, knowingly, voluntarily, intentionally and expressly waives against COUNTY all rights under California Civil Code Section 1542, which provides 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."

SECTION 14.0.2 The Parties warrant, and agree that each has received independent legal advice with respect to the advisability of executing this Settlement Agreement.

SECTION 14.0.3 In entering into this Settlement Agreement, the Parties represent that they have completely read this Settlement Agreement and that the terms thereof are fully understood and voluntarily accepted by them.

SECTION 14.0.4 The Parties represent, warrant, and agree that each has investigated the facts pertaining to this Lawsuit, and other matters contained in, or relating to, this Settlement Agreement as deemed necessary or desirable.

SECTION 14.0.5 The Parties represent, warrant, and agree that in executing this Settlement Agreement, they have relied solely on the statements expressly set forth herein. The Parties further represent, warrant and agree that in executing this Settlement Agreement, they have placed no reliance whatsoever on any statement, representation, or promise of any other Party, or any other person or entity, not expressly set forth herein, or upon the failure of any other Party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The Parties have included this clause: (1) to preclude any claim that the Parties were in any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Settlement Agreement.

SECTION 14.0.6 PLAINTIFF represents and warrants that there has been no assignment to any person or entity whatsoever of the claims released in this Settlement Agreement. PLAINTIFF to the extent he breaches this representation and warranty, agrees to indemnify and hold harmless the COUNTY from and against any and all complaints, claims, grievances, allegations, demands, liabilities, losses, obligations, promises, damages, costs, expenses including, without limitations, attorney fees, lawsuits, actions in law, equity or otherwise, and causes of action, actually incurred as a result of such breach.

SECTION 15.0 GOVERNING LAW

SECTION 15.0.1 This Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive law of the State of California.

SECTION 16.0 ADDITIONAL DOCUMENTS

SECTION 16.0.1 The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

SECTION 16.0.2 PLAINTIFF agrees, within ten days of receiving payment called for by Section 10.0.1, above, to cause to be executed and filed a Notice of Settlement of Entire Case, with Section 1(b) of the Judicial Council form being used to effectuate a Conditional Settlement. Section 1(b) will further provide that the final Dismissal will be filed within six (6) months of the date this Settlement Agreement is executed, which will allow time for finalizing and implementing the policies called for herein.

SECTION 16.0.3 The PLAINTIFF further agrees that a Request for Dismissal, with prejudice, of the entire Complaint against the COUNTY, specifically, Orange County Superior Court, case number 06CC05833 will be executed and to provide the executed document to counsel for COUNTY for filing with the Court within six months.

SECTION 17.0 EFFECTIVENESS

SECTION 17.0.1 All Parties have cooperated and agreed upon the drafting and preparation of this Settlement Agreement. Therefore, in any construction to be made of this Settlement Agreement, the same shall not be construed against any Party in favor of the other.

SECTION 17.0.2 This Settlement Agreement shall become effective immediately following execution by the Parties.

SECTION 18.0 SEVERABILITY

SECTION 18.0.1 If any provisions of this Settlement Agreement are found to be unlawful, void, unconstitutional, unconscionable, or for any reason unenforceable, such provisions shall be deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Settlement Agreement.


SECTION 19.0 COUNTERPARTS

SECTION 19.0.1 This Settlement Agreement shall be executed in counterparts, and when each Party hereto has signed and delivered at least one (1) such counterpart, each counterpart shall be deemed an original and one, taken together with other signed counterparts, shall constitute one (1) Settlement Agreement, which shall be binding upon all Parties and effective as to all Parties hereto. This Settlement Agreement consists of a total of nine (9) pages plus Exhibit A (one page).

SECTION 20.0 PRIVACY OF "JOHN DOE"

SECTION 20.01 COUNTY agrees to protect the privacy of PLAINTIFF'S identity by identifying him only as "John Doe" if any reference to this matter is made outside of the contemplated ongoing negotiations to finalize the policy and educational issues noted herein, unless the COUNTY has written permission from PLAINTIFF authorizing the revelation of his real name. Plaintiff understands this Settlement Agreement is a public record and the COUNTY is required by Government Code Section 6254 (b) to respond to

any public records request. If a public records request is made to the COUNTY concerning this matter the COUNTY would be required by the Code to produce the Settlement Agreement with PLAINTIFF'S identity noted therein.

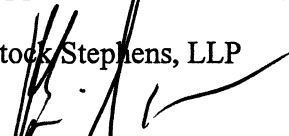
By:  _____ Date: June 26, 2007
Plaintiff, John Doe (whose actual signature appears on exhibit A hereto)

Madory Zell and Pleiss

By: _____ Date: _____, 2007
Stephen J. Martino
Attorneys for Defendants
COUNTY OF ORANGE, for itself, as a public entity, and on behalf of the
ORANGE COUNTY SHERIFF'S DEPARTMENT and ORANGE COUNTY
HEALTH CARE AGENCY, which are not separate legal entities; and SHERIFF
MICHAEL S. CARONA

Approved as to form by:

Stock/Stephens, LLP



By Mattheus E. Stephens
Attorneys for Plaintiff, John Doe

Date: 6.27, 2007

Transgender Law Center

By Christopher Daley
Attorneys for Plaintiff, John Doe

Date: _____, 2007

Madory, Zell and Pleiss
A Professional Corporation

Stephen J. Martino
Attorneys for Defendants
COUNTY OF ORANGE, for itself, as a public entity, and on behalf of the ORANGE
COUNTY SHERIFF'S DEPARTMENT and ORANGE COUNTY HEALTH CARE
AGENCY, which are not separate legal entities; and SHERIFF MICHAEL S. CARONA

Date: _____, 2007