

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

1. Parties

1.1 This Settlement Agreement and Mutual Release (“Agreement”) is entered into by:

- Susan Harman and Nancy Mancias (“Plaintiffs”), on the one hand, and
- Sheriff Gregory Ahern in his official capacity (“Defendant”) and Corizon Health, Inc. (“Corizon”), on the other.

Plaintiffs, Defendant and Corizon will be collectively referred to as the “Parties.”

2. Recitals

2.1 Plaintiffs have filed a lawsuit currently pending in the United States District Court for the Northern District of California (Case No. C 14-03051 MEJ) (hereafter “Lawsuit”), in which they have alleged, among other things, that, due to unlawful policies and/or practices, they and other women booked into Alameda County’s Santa Rita Jail and Glenn E. Dyer Detention facility have been, and may continue to be, unlawfully required to provide a urine sample for pregnancy testing. They have sought equitable relief, nominal damages, costs, and fees.

2.2 Corizon and Defendant believe existing pregnancy testing-related policies and practices are lawful. They, and Plaintiffs, nonetheless acknowledge good faith disputes exist regarding the propriety of such policies and practices, and regarding the nature, extent, and propriety of injunctive relief or damages. The Parties further acknowledge their desire to fully resolve and finally compromise all actual and potential claims, demands and causes of action arising from or in any way related to the Lawsuit.

2.3 Consistent with that desire for finality and resolution, on May 8, 2015, the Parties reached a settlement in principle during a settlement conference with Magistrate Judge Kandis Westmore. At that time, in exchange for dismissal of the Lawsuit with prejudice, Corizon and Defendant agreed to take certain measures to assure the lawfulness of future pregnancy testing policies and practices. Corizon further agreed to pay nominal damages to each Plaintiff of \$39.00, and attorneys’ fees of \$45,000.00. Also consistent with the desire for finality and resolution, the Parties enter into this Agreement, to clarify the additional measures referenced during the settlement conference and to clarify other settlement-related substance and logistics, including Corizon and Defendant’s agreement to confer with Plaintiff’s counsel in good faith regarding other concerns about jail policies and practices identified during the settlement negotiation process.

3. Release & Terms Thereof

3.1 As agreed during the May 8, 2015 settlement conference, Corizon will pay to each Plaintiff nominal damages of \$39.00 (a total of \$78.00) by check payable to the “Covington & Burling LLP Client Trust Account.” If Jane Doe agrees to this Agreement prior to dismissal of the Lawsuit, Corizon also would pay her \$39.00 by check payable to “Covington & Burling LLP Client Trust Account.”

3.2 To facilitate resolution, Plaintiffs' attorneys agreed to accept payment of \$45,000.00 in satisfaction of the over \$170,000.00 in fees generated in connection with this Lawsuit and related work. Corizon agrees to make that \$45,000.00 payment by check payable to Covington & Burling LLP.

3.3 Corizon and Defendant further agree to take the following additional measures relating to attempting to preclude unlawful pregnancy-testing pressure as follows:

- a. Defendant shall, within two weeks of the signing date of this Agreement, place a sign in the nurse's office in each intake area where pregnancy testing occurs advising that pregnancy testing is optional unless a judge orders it. A copy of the sign is attached hereto.
- b. Defendant shall include language in the next revision of the inmate handbook indicating that pregnancy testing is optional, absent a court order or an emergency in which the patient is not capable of providing consent.

Defendant and Corizon each shall have a policy clarifying that deputies and other nonmedical staff shall not conduct pregnancy testing. Defendant will disseminate the new policy to staff within two weeks of the signing date of this Agreement and will have muster training completed both in person and through the DMS Document Management System within one year.

- c. The Parties agree that no woman will be required to submit to a pregnancy test, absent a court order or an emergency in which the patient is not capable of providing consent, and Defendant and Corizon shall clarify the optional nature of pregnancy testing in any policy regarding pregnancy testing by including the following policy language:

Medical personnel are to offer pregnancy testing to all female inmates/newly incarcerated females under 56 years of age during intake/in ITR, using a urine test or other means of testing, using the following question: *"We'd like you to take a pregnancy test so you can get the most appropriate care. Is that okay with you?"* Only medical personnel may offer or administer pregnancy testing. Pregnancy testing is optional, absent a court order or an emergency in which the patient is not capable of providing consent. Female inmates who decline testing are to be asked to sign an "Informed Refusal Of Pregnancy Testing" form. Inmates who are determined to be pregnant are to be referred to Women's Health for assessment, monitoring, and treatment.

- d. Corizon also shall train its nurses who conduct intake pregnancy testing to consistently use the question: *"We'd like you to take a pregnancy test so you can get the most appropriate care. Is that okay with you?"* This training shall take place within two months of the signing date of this Agreement.
- e. As a condition of this Agreement, prior to dismissal of this Lawsuit, Defendant and Corizon shall provide Plaintiffs' counsel with a final set of the new and revised policies and the revised inmate handbook described herein. Defendant and Corizon shall officially adopt these new and revised policies within two weeks of the signing date of this Agreement.

3.4 Corizon and Defendant further agree to confer with Plaintiffs' representatives to attempt to resolve other concerns Plaintiffs identified during the course of this Lawsuit. Defense counsel envisions that some of these issues can be addressed informally – e.g., by emails between counsel. If Plaintiffs' attorneys deem it appropriate, Corizon and Defendant also would agree to have appropriate representatives meet in person with Plaintiffs' representatives to confer by August 31, 2015, subject to a good faith attempt to confer about the representatives' availability. It is anticipated that appropriate representatives would include: (a) Corizon Women's Health Director Tori Garcia, RN, MSN, WHNP-BC or Regional Medical Director Glenda Newell, M.D., (b) defense counsel, and (c) ACSO Lt. Michael Malloy or Commander Carla Kennedy. The appropriate representatives must include individuals who together have authority to reach agreements in principle on behalf of Corizon and Defendant.

3.5 In consideration for the foregoing, Plaintiffs, on their own behalf and on behalf of all of their successors, heirs, assigns and agents, release and forever discharge Defendant, Corizon, Alameda County, and all of their respective current and former agents, employees, attorneys, affiliates, and insurers (collectively, "Releasees") from any and all claims which arise from the allegations in their Complaint. The term "Complaint" wherever used in this Agreement refers to Plaintiffs' First Amended Complaint filed in *Harman, et al. v. Ahern*, Case No. 3:14-cv-03051. Plaintiffs covenant and agree not to commence, institute, maintain, further prosecute, or authorize to be commenced or further prosecuted against Releasees any claims released hereunder.

3.6 The foregoing shall not constitute a release of any claims for any party's failure to comply with the terms of this Agreement. Nothing herein shall prevent or impair enforcement of any rights or remedies provided by this Agreement.

3.7 It is possible that other injuries or damages not now known will develop or be discovered, or consequences or results of known injuries will develop or will be discovered, and this Agreement is expressly intended to cover and include and does cover and include all such future injuries or damages arising from facts occurring prior to the date of this Agreement which arise from the allegations in Plaintiffs' Complaint.

3.8 It is expressly understood and agreed among the Parties that this Agreement is made in compromise of disputed and controverted claims, and that nothing contained in this Agreement shall constitute or be deemed to be an admission by any Party of any fault, liability, or wrongdoing of any kind, or of the validity or invalidity of either Party's allegations, claims, defenses, or contentions.

3.9 Each Party represents and warrants that he/she/it is the true and lawful owner of all right, title, and interest in and to the claims released hereunder and that she/he/it has not transferred any interest in the claims released hereunder to any person or entity as of the date this Agreement is executed.

3.10 Except as otherwise specified above, the Parties shall bear their own attorneys' fees and costs arising from or in any way connected to the Lawsuit.

3.11 Each Party hereby represents and warrants to the other Party that such Party has full power and authority to execute, deliver, and perform this Agreement.

3.12 Each Party represents and warrants to the other Party that such Party: (i) was represented by attorneys of the Party's choosing in connection with the execution of this Agreement; (ii) has read and understood all aspects of this Agreement and all of its effects; and (iii) has executed this Agreement as a voluntary act of the Party's own free will and without any threat, force, fraud, duress, or coercion of any kind.

3.13 The Parties acknowledge that they have not executed this Agreement in reliance on any promise, representation, or warranty except as expressly set forth in this Agreement, that this Agreement contains the entire agreement between the Parties, and that this Agreement supersedes all prior statements or agreements, both oral and written to the extent any provision hereof is inconsistent with any such prior oral and/or written statements or agreements. That having been said, the Parties anticipate this Agreement will fully harmonize with the settlement in principle reached during the May 8, 2015 settlement conference. This Agreement may not be amended except by a writing executed by both Parties.

3.14 If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and to the extent possible, the invalid provision shall be replaced by a valid provision that most closely achieves the intent of the invalid provision.

3.15 This Agreement shall be governed by, interpreted, and construed in accordance with the substantive laws of the State of California, without giving effect to any choice of law rules that would result in the application of laws of any jurisdiction other than California.

3.16 Plaintiffs represent and warrant that all bills, costs, or liens resulting from or arising from Plaintiffs' alleged injuries, claims or lawsuit are Plaintiffs' responsibility to pay.

3.17 Plaintiffs warrant that there are no liens, rights of reimbursement or claims against the settlement proceeds paid hereunder. Plaintiffs further warrant that there are no Medicare liens with respect to any treatment Plaintiffs received for claims arising out of the injuries set forth in the Lawsuit.

3.18 The Parties and their attorneys will promptly cooperate and take such steps as are necessary to formally conclude this lawsuit, including but not limited to, if necessary, the filing by Plaintiffs' counsel of a request for dismissal, following Plaintiffs' counsel's receipt of the amount specified above and the new and revised policies and revised inmate handbook described herein.

3.19 This Agreement may be executed email, and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

Date: _____

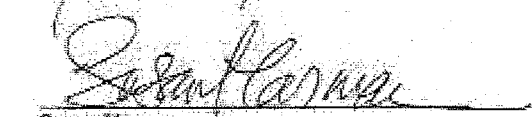
Nancy Mancias

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

Date: 10/26/15

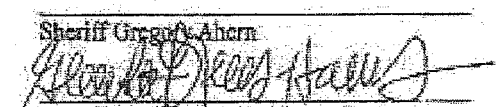

Nancy Mancias

Date: 10/26/15


Susan Harman


Date: _____

Date: 10-9-15

Sheriff Gregory Ahern

Glenda Newell-Harris, M.D.,
for Corizon Health, Inc.


Approved as to form:

Date: 10/28/15


ACLU Foundation of Northern California, Inc.
Attorneys for Plaintiffs

Date: _____

Date: 10/20/15

Covington & Burling LLP
Attorneys for Plaintiffs

Matthew M. Grigg
Attorneys For Defendant Sheriff Ahern
and Corizon Health, Inc.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

Date: 10/26/15

[Signature]
Nancy Mancias

Date: 10/26/15

[Signature]
Susan Harman

Date: _____

[Signature]
Sheriff Gregory Ahern
Glenda Newell-Harris, M.D.,
for Corizon/Health, Inc.

Date: 10-9-15

Approved as to form:

Date: _____

[Signature]
ACLU Foundation of Northern California, Inc.
Attorneys for Plaintiffs

Date: 10/26/15

[Signature]
Christine Siskett
Covington & Burling LLP
Attorneys for Plaintiffs

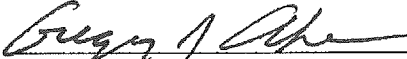
Date: 10/20/15

[Signature]
Matthew M. Grigg
Attorneys For Defendant Sheriff Ahern
and Corizon Health, Inc.

Date: _____

Susan Harman

Date: 10/14/15


Sheriff Gregory Ahern

Date: _____

Glenda Newell-Harris, M.D.,
for Corizon Health, Inc.

Approved as to form:

Date: _____

ACLU Foundation of Northern California, Inc.
Attorneys for Plaintiffs

Date: _____

Covington & Burling LLP
Attorneys for Plaintiffs

Date: _____

Matthew M. Grigg
Attorneys For Defendant Sheriff Ahern
and Corizon Health, Inc.

Please take note that pregnancy testing is optional, unless a judge orders it.

Por favor, tenga en cuenta que la prueba de embarazo es opcional, a menos que un juez lo ordena.

请大家注意，怀孕测试是可选的，除非法官命令它。

Mangyaring tandaan na ang pagbubuntis pagsubok ay opsyonal, maliban kung ang isang hukom order na ito.

Xin lưu ý rằng xét nghiệm thai là tùy chọn, trừ khi một lệnh Thẩm phán nó.