

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into on February 8, 2023, by and between Lyn Rawles (hereinafter referred to as “Plaintiff”), and the City and County of San Francisco (the “City”).

I. RECITALS

WHEREAS, on December 4, 2020, Plaintiff commenced a civil action in the San Francisco Superior Court, Case No. CGC-20-588157 (“Lawsuit”), against the City, the San Francisco Sheriff’s Department (“Sheriff’s Office”), and certain Does alleging battery, assault, sexual battery, violations of the Bane Act (Civil Code sections 51.7, 52, and 52.1), false arrest and imprisonment, intrusion into private affairs, negligence, and intentional infliction of emotional distress;

WHEREAS, on February 22, 2022, Plaintiff filed a First Amended Complaint naming Deputy Sheriffs Barry Bloom, Renaldo Rodriguez, Julie Martinez, and Percy Grant (hereinafter “Deputies”) as additional Defendants (the Deputies, City, and Sheriff’s Office are collectively referred to herein as “Defendants”) (Plaintiff and Defendants are hereinafter referred to collectively as the “Parties”);

WHEREAS, on April 4, 2022, Defendants filed their Answer to Plaintiff’s First Amended Complaint (“Answer”) in which Defendants denied any and all liabilities to Plaintiff and denied that they had violated any laws or constitutional protections regarding Plaintiff’s arrest and imprisonment;

WHEREAS, this Lawsuit has been vigorously prosecuted and defended;

NOW, THEREFORE, in order to avoid the burden and expense of further litigation, to agree upon and implement a plan to affect the intent of the Parties, and for good and valuable consideration, the receipt of which is hereby acknowledged, including the representations, warranties, and covenants contained in this Agreement, the Parties to this Agreement agree as follows:

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning ascribed to them in this Section.

“**Agreement**” means this Settlement Agreement and the Full and Final Release of Claims between the Parties entered into on February 8, 2023.

“**Court**” means the San Francisco Superior Court.

“**Defendants**” means and refers to the San Francisco Sheriff’s Office, Deputies Bloom, Rodriguez, Martinez, and Grant, and the City and County of San Francisco.

“Operative Date” shall mean that date the Mayor approves the ordinance authorizing the settlement of the Lawsuit. If, however, the Mayor fails to approve or disapprove of the ordinance authorizing the settlement of the Lawsuit, then this Agreement will become operative at the expiration of the tenth day after such ordinance is delivered to the Mayor’s Office for consideration. But if the Mayor disapproves the ordinance authorizing the settlement of the Lawsuit, then this Agreement will not become operative unless, within 30 days after the Mayor’s disapproval, not less than two-thirds of the San Francisco Board of Supervisors votes in favor of such ordinance.

III. TERMS AND CONDITIONS

A. Required Approvals

This Agreement is subject to the prior approval by the San Francisco Sheriff, San Francisco Board of Supervisors, and the Mayor.

B. No Admission of Liability

By entering into this Agreement, no Party is admitting the sufficiency of any claim, allegation, assertion, contention or position raised in the Lawsuit or the sufficiency of any defense to any such claim, allegation, assertion, contention or position raised in the Lawsuit. The City’s entry into this Agreement is not and may not be used by any person or organization as an admission or evidence that the City and/or its agents or employees have engaged in any practice that violates any law, regulation, and/or constitutional provision.

C. Entire Agreement

This Agreement, including the Full and Final Release of Claims entered into as of February 8, 2023, contains the entire agreement between the Parties. This Agreement expresses the complete and final understanding with respect to the subject matter of this Agreement. The Parties hereto understand and agree that the terms of this Agreement supersede any prior discussions, understandings, or agreements between them related to the subject matter hereof. The Parties may agree to modify this Agreement. No modification will be binding on the Parties unless expressly provided for in this Agreement or made by a writing signed by all Parties, and, as necessary, approved by the San Francisco Sheriff, San Francisco Board of Supervisors, and the Mayor.

D. Authority

Except as noted in Section III.A above, the signatories to this Agreement represent and warrant that they have the authority to execute this Agreement and to bind the Parties on whose behalf they execute this Agreement, that the Agreement does not require court approval, and that it does not conflict with or contravene the terms of any agreement, judgment, or order binding or enforceable against the Parties hereto.

E. Voluntary Agreement

The Parties each acknowledge that they are entering into this Agreement freely, knowingly, voluntarily and with a full understanding of its terms. The Parties acknowledge that they have consulted with counsel of their own choosing concerning this Agreement and that they were given reasonable time to review and consider the terms of this Agreement.

F. Construction

The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The terms of this Agreement are the product of joint negotiations and shall not be construed as having been authored by one Party rather than another. Any ambiguity shall not be construed against any Party. Where required by context, the plural includes the singular and the singular includes the plural. The headings in this Agreement are solely for convenience and will not be considered in its interpretation.

G. Severability

If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

H. Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

I. Controlling Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law principles thereof. Each of the Parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court located in San Francisco, California having jurisdiction in connection with any matter based on or arising out of this Agreement, and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and venue.

J. Additional Documents

To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each Party hereto agrees to execute and deliver such and further documents as may be required to carry out the terms of this Agreement.

K. Deadlines

The Parties recognize that delays in the accomplishment of objectives occur no matter how well intentioned and diligent the Parties may be. The deadlines set forth in this Agreement

may, upon agreement by the Parties, be extended for any delays caused by acts of God, acts of terrorism, acts of civil or military authority, civil disturbances, government order or regulation, abnormal weather conditions, earthquakes, fires, labor disputes or strikes, floods, epidemics, pandemics, quarantine, war, riot, delays in transportation, the inability to obtain necessary contractors, labor, or materials, and any other contingency reasonably unforeseen by the Defendants or beyond the reasonable control of the Defendants. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines and extensions; however, if the Parties do not agree to the requested extension, the Parties shall follow the dispute resolution procedure set forth in Section VI of this Agreement.

L. Distribution List

Except as otherwise provided in this Agreement, all notifications, reports, and communications to the Parties required under this Agreement shall be made in writing and shall be sufficient as hand-delivered, sent by first class mail, or communicated by facsimile or email transmission to the following persons:

For Plaintiff:

Felicia Medina, fmedina@medinaorthwein.com
Jennifer Orthwein, jorthwein@medinaorthwein.com
Shauna Madison, smadison@medinaorthwein.com
Mackenzie L. Halter, mhalter@medinaorthwein.com
Medina Orthwein LLP
230 Grand Avenue, Suite 201
Oakland, CA 94610
Telephone: 510.823.2040
Facsimile: 510.217.3580

Alex Binsfeld, alex@tgijp.org
Transgender, Gender-Variant, Intersex Justice Project –TGIJP
370 Turk Street #370
San Francisco, CA 94102
Telephone: (415) 554-8491

For Defendants:

Raymond R. Rollan
S. Patrick Kelly
City Attorney's Office
1390 Market St., 6th Floor
San Francisco, CA 94102
Telephone: 415.554.3888
Facsimile: 415.554.4747
raymond.rollan@sfcityatty.org
patrick.kelly@sfcityatty.org

Any Party may change such persons and/or addresses by written notice to the other Parties, setting forth a new person and/or address for this purpose.

IV. WHAT THE CITY WILL DO

A. Housing

1. The Sheriff's Office will continue to follow its Transgender, Gender-Variant and Non-Binary (TGN) policy and take a detained person's gender identity and preferred gendered housing into account when assigning housing.
2. The Sheriff's Office agrees to amend the language of San Francisco Sheriff's Department Policy 02-34 Management and Interaction with Transgender, Gender Variant, and Non-Binary Persons as follows:
 - i. Adding the sentence "This convening shall occur no more than 72 hours after the discrepancy arises, excluding weekends or holidays" to Section II.D.4. Accordingly, the amended language shall read:
 4. The Classification Review Board shall convene when a discrepancy arises between the inmate's housing preference and the assessment of the Classification Unit related to a TGN placement in either male or female housing units. This convening shall occur no more than 72 hours after the discrepancy arises, excluding weekends or holidays.
 - ii. Adding the sentence "The Chief Deputy of the Custody Operations Division must make their final housing decision no more than 72 hours after the Classification Review Board has made a housing determination, excluding weekends or holidays" as section a. to Section II.D.8. Accordingly, the amended language shall read:
 8. The housing determination of the Classification Review Board will be thoroughly considered by the Chief Deputy of the Custody Operations Division who will make the final housing decision.
 - a. The Chief Deputy of the Custody Operations Division must make their final housing decision no more than 72 hours after the Classification Review Board has made a housing determination, excluding weekends or holidays.
 - b. An appeal of the Chief Deputy's decision, may be made in writing to the Assistant Sheriff and then to the Undersheriff.
 - c. An appeal of the Undersheriff's decision may be made in writing to the Sheriff.

- iii. The amendments to this policy will be made after the conclusion of the LEXIPOL negotiation process. In the interim, within 60 days of the Operative Date, the Sheriff's Office will adopt the time deadlines in sections i and ii of this section IV(A)(2) as a matter of practice.

B. Records

1. The Sheriff's Office will continue to make correctional records – with the exception of classification files which contain confidential information, including CLETS information, related to other persons – available to persons released from custody. The form to request records is available on the Sheriff's Department's website, and records requests can be made in person at 850 Bryant Street, San Francisco, Room 460. Responses to these requests are governed by the California Public Records Act and the San Francisco Sunshine Ordinance, which provide for any appeals, if necessary.
2. The Sheriff's Office agrees to modify its website to include clearer instructions on how to obtain an individual's own jail records both in person and online. This will be concluded within 60 days of the Operative Date.
3. Nothing in this Agreement prevents the Sheriff's Office from changing the forms it uses, updating its forms as required by law, or making other changes necessitated by changes (such as renumbering or court decisions) to the Public Records Act. Nothing in this Agreement prevents the Sheriff's Office from moving the location of in-person requests to other locations as required (for example, due to building renovations or reorganization). The Sheriff's Office endeavors to keep the forms and location current on its website.

C. Unmonitored Hotline

1. The Sheriff's Office agrees to designate a Department of Police Accountability (“DPA”) number (415-241-7711) to be the designated unmonitored line to allow detained persons to (1) report sexual and gender-based violence or any other Prison Rape Elimination Act (“PREA”) complaint against sworn staff and (2) to report instances where grievances related to sexual and gender-based violence committed by one detained person against another detained person are unaddressed by the Sheriff's Office. The proposed designated number is answered during normal business hours by a receptionist trained to take DPA calls and perform intake. The Sheriff's Office will make detained persons aware of the availability of this number through PSA (Public Service Announcement) postings in the jails.

D. Telephone Signage

1. Within 60 days of the Operative Date, the Sheriff's Office will provide signage consistent with Penal Code section 851.5 at County Jail 1 in the holding cells. The Sheriff's Office will continue to provide information consistent with Penal Code section 851.5 in the jail handbook provided to detained persons once they are housed.

E. Disability Status on Field Arrest Card

1. During medical triage, Jail Medical Health Services will continue to note reasonable accommodations required by detained persons with disabilities on the Field Arrest Card.

F. Amending Voluntary Gender Statement Form

1. Within 30 days of the Operative Date, the Sheriff's Office will amend the Voluntary Gender Identity Statement of Preference Form to include the following language "Gender affirming care is available to you. If you need gender affirming care, please fill out a Medical Request form or speak to a nurse."

V. TERM OF AGREEMENT AND COMPLIANCE PERIOD

This Agreement covers a number of Sheriff's Office programs.

The Parties recognize that it will take time to implement these agreements and further recognize that some agreements may involve fiscal and resource-based implications. The Sheriff's Office agrees that it will make all reasonable efforts to effectuate these agreements within 60 days of the Operative Date.

VI. DISPUTE RESOLUTION

Except as otherwise set forth herein, all disputes concerning compliance with this Agreement shall be resolved as follows:

- A. The Parties will meet and confer and negotiate in good faith for at least thirty days in an attempt to resolve their dispute. To satisfy the meet-and-confer requirement, the Parties will not be required to expend more than two hours of time total to discuss the matter by phone, video, or other means. Solely using written communication such as letters or email will not suffice to fulfill this meet and confer requirement.
- B. Should meet and confer process prove unsuccessful, either Party may file a motion to enforce this Agreement to be heard by the San Francisco Superior Court.

- C. The Parties agree not to file any motion to enforce this Agreement until this dispute resolution process has been completed and then only if the alleged violations or noncompliance have not been corrected as a result of the dispute resolution effort by the Parties.

VII. SETTLEMENT PAYMENT

No later than thirty (30) days after the Operative Date of this Agreement, the City will deliver a check in the amount of Two Hundred Thousand Dollars and Zero Cents (the "Settlement Payment") to Plaintiff's counsel, made payable to "Medina Orthwein LLP" (or the specific entity listed on Plaintiff's W-9 form).

The Settlement Payment shall be delivered to:

230 Grand Avenue, Suite 201, Oakland, CA 94610

VIII. DISMISSAL

No later than thirty (30) days after the Operative Date of this Agreement, Plaintiff will file a request for dismissal with prejudice covering all Defendants (specifically including the City, the Sheriff's Office, and the Deputies) and causes of actions in this Lawsuit. The Parties agree that the Court will retain jurisdiction to resolve disputes as set forth in Section VI.B above.

PLAINTIFF LYN RAWLES



LYN RAWLES

2/23/23

Date

DEFENDANT CITY AND COUNTY OF SAN FRANCISCO

Signature of Representative

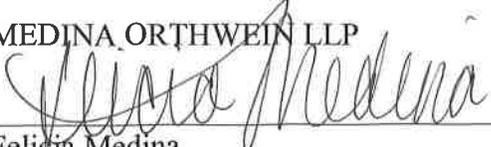
Printed Name of Representative

Title of Representative

Date

APPROVED AS TO FORM AND CONTENT (AND AGREED, WHERE APPLICABLE):

MEDINA ORTHWEIN LLP



Felicia Medina
Attorney for Plaintiff Lyn Rawles

3 / 7 / 23

Date

SAN FRANCISCO CITY ATTORNEY'S OFFICE

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San Francisco Sheriff's Office, and Deputy Sheriffs

Barry Bloom, Renaldo Rodriguez, Julie Martinez, and Percy Grant

Date