SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by Cyndi Utzman, Wendy Powitzky, Catherine Moore and Oma's Angel Foundation (hereinafter collectively "Plaintiffs") and the City of Anaheim. The reference to the City of Anaheim ("Anaheim") in this Agreement is mutually understood and intended to include Anaheim, each of its departments, as well as each of its present or former officers, directors, employees, officials, agents, representatives, assignees, successors, benefit plans, trusts, and fiduciaries. Plaintiffs and Anaheim shall sometimes be collectively referred to as "the Parties." "Parties" does not include other defendants in this litigation. This Agreement is made with reference to the following:

1. RECITALS

A. Plaintiffs allege claims regarding the La Mesa emergency homeless shelter (the "La Mesa Shelter") that was funded by Anaheim and operated by Illumination Foundation ("Illumination Foundation").

B. On various dates in 2019 and 2020, Cyndi Utzman, Wendy Powitzky and Catherine Moore filed respective claims against Anaheim for damages pursuant to California Government Code § 910 with Anaheim, and Wendy Powitzky and Catherine Moore filed respective complaints with the California Department of Fair Employment and Housing, all concerning alleged injuries, damages and/or violations of rights sustained in conjunction with residency at the La Mesa Shelter (collectively the "Claims").

C. Plaintiffs, among others, filed a lawsuit against Anaheim and Illumination Foundation, among others, primarily concerning alleged civil rights violations arising from their residence at the La Mesa Shelter and the Claims, Orange County Superior Court Case No. 30-2020-01174005-CU-CR-CXC (the "Action"). Plaintiffs also asserted physical injuries, in the form of sickness, arising from alleged habitability violations at the La Mesa shelter.

D. Without admitting the validity of or any real or potential claims or causes of action that have been or may be asserted by the Parties with respect to the matters set for forth in 1 (A)-(C) above, the Parties wish to resolve all disputes between them, as well any other claim that might arise, in connection with the La Mesa Shelter, the Claims, and/or the Action, subject only to the terms, conditions and exceptions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties agree as follows:

2. AGREEMENT

The Parties agree that this Agreement shall be effective as a full and final accord and satisfaction and release of each and every claim or matter which is, or could be, connected to the La Mesa Shelter, the Claims, and/or the Action against Anaheim.

A. Illumination Foundation Settlement and Monetary Consideration

The Parties expressly acknowledge and agree that this Agreement and the releases and dismissal terms contained herein are contingent upon a settlement of the claims asserted in the Action between Plaintiffs and Illumination Foundation, which includes payment of a monetary sum by Philadelphia Indemnity Insurance Company to the American Civil Liberties Union Foundation of Southern California, Client-Trust Account (the "Monetary Consideration").

B. Agreed Policies

With respect to Plaintiffs' claims for injunctive relief in the Action, and in full satisfaction thereof, Anaheim agrees to comply with the following emergency shelter policies. The Parties agree to jointly request the Court in the Action retain jurisdiction over the parties to enforce this section for three years, pursuant to CCP § 664.6.

1. With respect to the Anaheim Emergency Shelter at 1455 S. Salvation Place in Anaheim ("AES"), residents may choose to either use a periodic shuttle service, or be escorted on foot to the perimeter of the campus. In the latter instance, once residents are guided to the nearest adjacent public street (Lewis Street) they are free to depart by any means available to them, and may return there by any means. The AES does not restrict residents from walking or biking when they are off the Salvation Army campus. Anaheim does not impose any restriction regarding a distance residents of the AES must maintain from the facility.

   At all other emergency shelters funded by Anaheim, no shelter resident shall be subject to any penalty or other adverse consequence for using the public right of way to access or depart the shelter property. In the event of a future clarification or change in the law regarding the permissibility of shelter access or departure restrictions, Anaheim may, after three years from execution of this agreement, petition the Court to modify this provision consistent with then existing law.

   At all emergency shelters funded by Anaheim, restrictions on loitering shall apply the same to shelter residents and other persons, and must be consistent with Anaheim Municipal Code 7.28.010 and its prohibition on "loitering" only when it: (1) obstructs the free passage of persons or vehicles, or is done to annoy or molest persons, on a public highway, alley, sidewalk or crosswalk; or (2) obstructs the entrance of any church, hall, theater or place of public assemblage.

   With respect to any other shelter approved by Anaheim for operation within the city, Anaheim shall not require a prohibition on loitering that is more restrictive than the terms of Anaheim Municipal Code 7.28.010.

2. Residents entering the AES shall not be subjected to manual pat-down searches, absent a specific and reasonable justification. Additionally, residents shall not be asked to expose sensitive body parts, but may be directed to empty pockets or otherwise remove potential contraband for inspection before admittance to the shelter. At all Anaheim funded emergency shelters, any search of a resident shall be conducted respectfully, and a resident's bare skin may not be subjected to a pat-down. AES Shelter residents may continue to use the facility address as their mailing address while living there, but must always specify their bedspace number. All other Anaheim funded emergency shelters shall make reasonable accommodations to facilitate receipt of mail by shelter residents.

3. It shall be the policy at all emergency shelters funded by Anaheim that all shelter residents and staff should be able to co-exist at the facility in a trauma informed care environment, free from sexual harassment or violence.

   All Anaheim Emergency Shelters shall:

   - have a zero-tolerance policy for sexual harassment or abuse - including by staff, volunteers, or residents. All reported incidents must be documented and investigated, with due regard for the safety and emotional health of persons who have been victims of a reported incident.

   - allow anonymous and third party complaints regarding alleged sexual harassment, abuse or violence.

   - promptly notify Anaheim of all instances of sexual harassment, abuse or violence.

   - post a notice consisting of "CALIFORNIA LAW PROHIBITS DISCRIMINATION AND HARASSMENT IN SHELTERS" [as set forth at https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2022/12/Discrimination-and-Harassment-in-Shelters_ENG.pdf] or a similar notice containing substantially the same information.

   - provide appropriate partitioning or other means to ensure residents have privacy to change clothes, subject to reasonable exceptions for exigent circumstances such as medical emergencies.

   - require that shelter staff who witness sexual harassment, abuse or violence report it promptly, and encouraged staff to intervene in an incident when doing so would be safe and appropriate. Shelter staff training shall emphasize that incidents involving harm or threats to personal safety must be reported immediately.

   - prohibit retaliation against residents and staff for reporting instances of sexual harassment or abuse.

All Staff at Anaheim funded emergency shelters shall receive training in prevention of sexual harassment and abuse and, as appropriate, child abuse and vulnerable adult abuse.

With respect to any shelters approved by Anaheim for operation within the city, Anaheim will encourage adoption of the same or substantially similar standards for addressing incidents of sexual harassment, abuse or violence.

4. All staff at Anaheim funded emergency shelters must have passed a criminal background check that identifies any past convictions for sexual misconduct or gender-based harassment or violence. This provision is not intended to contradict any duties, obligations, rights, or restrictions imposed by California's Fair Chance Act. Additionally, each new hire must complete a Sexual Harassment Prevention class and training on the prevention of abuse of children and vulnerable adults.

5. Security personnel at the AES shall be licensed by the California Bureau of Security and Investigative Services, and compliant with all background check, training and harassment prevention requirements of the Bureau, including training on recognizing gender and racial harassment and discrimination, and California state law (SB 1343) sexual harassment prevention training for no less than 1 hour for non-supervisory employees and 2 hours for supervisors every two years.

   Other AES staff shall receive annual training on prevention of sexual harassment, prevention and reporting of abuse and neglect, Trauma Informed Care, conflict resolution and crisis intervention.

   Security staff at all other Anaheim funded emergency shelters shall be subject to the same or substantially similar approval and training requirements.

6. All Anaheim funded emergency shelters shall have a grievance process consistent with the process enacted pursuant to Anaheim's settlement in Orange County Catholic Worker, et al v. Orange County, et al, SA CV 18-0155-DOC (JDEx), including the following:

   - The shelter's grievance procedures shall be provided to all residents soon after admission to the facility. Residents shall be afforded the opportunity to ask questions about grievance procedures.

   - The shelter's grievance procedure shall be clearly posted and/or readily accessible. For example, at the AES the grievance procedure shall be posted and/or accessible at locations including the front office desk, office interview rooms, security/intake desk, dining hall, campus marquees and inside guest dorms.

   - A resident shall be given a copy of the grievance procedure when: a conflict has occurred that cannot be resolved satisfactorily between the resident and a staff person or another resident, a resident expresses a concern about being discharged from the facility involuntarily, or the resident has a complaint about an event that occurred at the facility involving that resident.

- Shelters shall facilitate submission of grievances and related appeals by residents in a manner that respects residents' privacy. After submission, each grievance shall be tracked by the facility and responded to on a timely basis.

- Shelters shall afford residents a means to obtain copies of their grievance-related documents and obtain status updates, and shall respond to requests for information and documents promptly.

Anaheim shall require that all Anaheim funded shelters preserve grievances and related records for no fewer than five years, and promptly provide copies to Anaheim upon request. Anaheim shall also verify compliance by all Anaheim funded emergency shelters with Health and Safety Code section 17974.1.5

C. Dismissals

Upon receipt of the Monetary Consideration, Plaintiffs' counsel shall execute a Request for Dismissal of the Action with prejudice as to Anaheim and cause the same to be filed promptly thereafter with the Clerk of the Court in which the Action is pending, subject to the court's ongoing jurisdiction pursuant to CCP § 664.6. Each of the Parties agrees that it will execute and deliver to the other party all other instruments and do such further acts and things as the other party or parties may reasonably request when they are necessary to effectuate the purposes of this Agreement. Should any person or entity not a party hereto challenge the validity of this Agreement, or any term thereof, the Parties shall provide to each other such cooperation and assistance as the other party may reasonably request in order to resist such a challenge.

D. Release

The following Release shall become effective upon payment of the Monetary Consideration, as provided in Section (2)(A).

Except for the obligations undertaken in this Agreement, Plaintiffs fully and forever release Anaheim and its present and former representatives, including, without limitation, its employees, agents, administrators, investigators, independent contractors, insurers, directors, officers, board members, principals, heirs, executors, trustees, attorneys, subsidiaries, affiliates, assigns and successors, and none other, from any and all claims, actions, suits, losses, rights, damages, costs, fees, expenses, accounts, demands, obligations, liabilities, and causes of action of every character, nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, suspected or unsuspected, arising out of, or relating to, any act or omission arising out of prior residency at any Anaheim shelter (including the La Mesa Shelter), the Tort Claim, or the Action. This release does not apply to other defendants in this Action.

E. Waiver of Unknown Claims

Plaintiffs expressly acknowledge that each of them is aware of the existence of California Civil Code § 1542 and its meaning and effect. Plaintiffs expressly acknowledge that they have read and understand the following provision of that section which provides:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Plaintiffs expressly waive and release any right to benefits that they may have under California Civil Code § 1542 to the fullest extent they may do so lawfully. Plaintiffs further acknowledge that they may later discover facts different from or in addition to those facts now known to them or believed by them to be true with respect to any or all of the matters covered by this Agreement, and that this Agreement nevertheless shall remain in full and complete force and effect.

F. Representation by Counsel and Informed Consent

Each of the Parties expressly acknowledges and represents that she or it has been represented by counsel in the negotiations culminating in this Agreement, and that she or it has had the opportunity to read this Agreement and review the same with counsel, and fully understands the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of the waiver of rights under California Civil Code § 1542.

G. No Admission of Liability

This Agreement is the result of a compromise and for the purpose of settling disputed claims and shall not at any time or for any purpose constitute or be considered or deemed any admission of liability on the part of any party hereto.

3. WARRANTIES

A. Ownership of Claims

Plaintiffs each represent and warrant that no portion of any charge, claim, right, demand, action or cause of action that she or it has or might have arising out of the transactions, omissions or acts referred to herein has been assigned, transferred or conveyed to any third party, by way of subrogation, operation of law or otherwise, and that no other agreement, release, or settlement is necessary from any other person or entity to effectuate the release and discharge of claims provided for in this Agreement.

B. No Reliance on Representations Not Contained Herein

Each of the Parties represents and acknowledges that in executing this Agreement, she or it does not rely and has not relied upon any representation or statement not set forth herein.

C. Knowing and Voluntary Agreement

The Parties certify, warrant and represent that they were not, as of the date of this Agreement, or as a consequence of this Agreement, under any physical duress, or other threat of harm or injury, and that they have entered into this Agreement freely and voluntarily. The Parties also represent they have been offered a reasonable time to consider the Agreement. The Parties have each carefully read and fully understand all of the provisions in this Agreement.

D. Contractual Terms

Each term of this Agreement is contractual and not merely a recital.

E. No Tax Advice; Responsibility for Taxes

Except to the extent expressly provided herein, no Party, and no Party's counsel, has made any representation or warranty to any other Party regarding the tax consequences, if any, of the Monetary Consideration or this Agreement, and no Party has relied on any such representation. Each Party has had the opportunity to consult with its own tax advisors. Each Party shall be solely responsible for any taxes, interest, or penalties owed by that Party as a result of the Monetary Consideration and shall indemnify and hold harmless each other Party from any such taxes, interest, or penalties assessed against or attributable to the indemnifying Party. Nothing in this Agreement constitutes an admission or determination by any Party, or by any taxing authority, as to the proper tax treatment of the Monetary Consideration.

4. GENERAL PROVISIONS

A. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. Plaintiffs acknowledge that no representations, inducements, promises, or other agreements have been made by or on behalf of Anaheim or its counsel except those covenants, agreements and promises embodied in this Agreement. Anaheim acknowledges that no representations, inducements, promises, or other agreements have been made by or on behalf of Plaintiffs or their counsel except those embodied in this Agreement.

This Agreement is binding upon and shall inure to the benefit of the Parties, and their respective agents, employees, representatives, officers, directors, officials, divisions, subsidiaries, affiliates, heirs, successors, and assigns.

B. Amendments and Writings

The provisions of this Agreement may not be altered, amended or repealed, in whole or in part, except by the written consent of each of the Parties.

C. Severability

If any term of this Agreement is declared invalid for any reason, that determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

D. Applicable Law

This Agreement has been executed and delivered within the State of California, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action or proceeding to enforce or construe the terms or provisions of this Agreement shall be brought in the Superior Court for the State of California, County of Orange.

E. Agreement Jointly Negotiated

The Parties acknowledge that this Agreement was jointly negotiated and reviewed and approved by each of them and their respective attorneys of record. The Agreement shall not be construed by any court of law or equity against any party solely by virtue of any party having drafted this Agreement.

F. Rights of the Parties

This Agreement is intended to confer rights and benefits only upon the Parties hereto, and not upon any other party or entity. No party or entity other than the Parties hereto shall have any legally enforceable rights under this Agreement. Any right of action for breach of this Agreement is reserved to the Parties only. Notwithstanding the releases contained in this Agreement, the Parties shall have the right to enforce the terms of this Agreement by way of all legal and equitable remedies.

G. Counterparts

This Agreement may be executed in counterparts. All counterparts, when executed, shall constitute one agreement binding upon all Parties notwithstanding that all of the Parties are not a signatory to the original or the same counterpart.

H. Each Party Bears Own Attorneys' Fees and Costs

Except for any portion of the Monetary Consideration allocated to attorney fees, each of the Parties shall bear her or its own attorneys' fees and costs incurred as a result of or in connection with this Agreement and the underlying matters and disputes that culminated in this Agreement. The parties, in signing this Agreement, intend to and do hereby release and discharge each other from any and all liability for attorneys' fees, costs, and expenses incurred in connection with the matters and disputes at issue in this Agreement, and from any and all outstanding liens for attorneys' fees, costs, or expenses.

I. Effective Date

Unless otherwise stated, the Parties' obligations contained in the Agreement shall become effective and operative on the date the Agreement is executed by the last signatory hereto ("Effective Date").

PLEASE READ CAREFULLY
THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS

BY SIGNING BELOW, EACH PLAINTIFF ACKNOWLEDGES THAT SHE HAS READ THIS SETTLEMENT AGREEMENT AND RELEASE AND THAT SHE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS AND THAT SHE SIGNS THIS AGREEMENT AND MAKES THE SETTLEMENT PROVIDED FOR HEREIN VOLUNTARILY AND OF HER OWN FREE WILL.

DATED: November 3, 2026 By Cyndi Utzman (Nov 3, 2026 10:40:01 PST)
Plaintiff Cyndi Utzman

DATED: November 5, 2026 By Wendy Powitzky
Wendy Powitzky (Nov 5, 2026 01:08:13 PST)
Plaintiff Wendy Powitzky

DATED: November 05, 2026 By Catherine Moore
Catherine Moore (Nov 5, 2026 08:29:08 PST)
Plaintiff Catherine Moore

DATED: November 5, 2026 By Heidemarie Zimmermann
Heidemarie Zimmermann (Nov 5, 2026 15:50:11 PST)
Plaintiff Heidemarie Zimmermann,
for Oma's Angel Foundation

APPROVED AS TO FORM AND CONTENT:

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF SOUTHERN CALIFORNIA

DATED: November 5, 2026 By: _____
Minouche Kandel, Esq.
Catherine ("Kath") Rogers, Esq.
Attorneys for Plaintiffs

THE CITY OF ANAHEIM

DATED: November 10, 2026 By _____
Name: Robert Fabela
Title: City Attorney

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