

# EXHIBIT

1

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8 *Attorneys for Defendant Kristy Underwood,*  
*Executive Officer of the Board of Barbering &*  
9 *Cosmetology*

10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
12 EASTERN DIVISION

14 **KEVON GORDON, RONALD**  
15 **JONES, RAYMOND BARNES,**  
16 **QUINCY BROWN,**

17 Plaintiffs,

18 v.

19 **CITY OF MORENO VALLEY, A**  
20 **MUNICIPAL CORPORATION; ET AL.,**

21 Defendants.

ED CV 09-00688 SGL SSx

**SETTLEMENT AND GENERAL  
RELEASE AGREEMENT**

Judge: The Honorable Stephen G.  
Larson  
Action Filed: 4/8/2009

22 **PARTIES**

23 This Settlement and General Release Agreement (hereinafter "Agreement") is  
24 made and entered into by plaintiffs Kevon Gordon, Ronald Jones, Raymond  
25 Barnes, Quincy Brown (hereinafter "Plaintiffs") and defendant Kristy Underwood,  
26  
27  
28

1 Executive Officer of the California Board of Barbering and Cosmetology  
2 (hereinafter "Defendant Underwood").  
3

4 **RECITALS**

5 On April 8, 2009, plaintiffs Kevon Gordon, Ronald Jones and Raymond  
6 Barnes filed a civil Complaint in the United States District Court for the Central  
7 District of California Eastern Division, case number EDCV 09-00688SGL(SSx).  
8 (hereinafter "Action") captioned, "Kevon Gordon, Ronald Jones, Raymond Barnes,  
9 Plaintiffs vs. City of Moreno Valley; City of Moreno Valley Police Department;  
10 Rick Hall, Chief of The Moreno Valley Police Department, in his official capacity;  
11 Kristy Underwood, Executive Officer of the California Board of Barbering And  
12 Cosmetology, in her official capacity; Stan Sniff, Riverside County Sheriff, in his  
13 official capacity; and Does 1-10, Defendants".  
14

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16  
17 On May 22, 2009, in the same Action, plaintiffs Kevon Gordon, Ronald  
18 Jones, Raymond Barnes, and new plaintiff Quincy Brown filed a First Amended  
19 Complaint captioned, "Kevon Gordon, Ronald Jones, Raymond Barnes, Quincy  
20 Brown Plaintiffs, vs. City of Moreno Valley, a Municipal Corporation; County of  
21 Riverside; Rick Hall, Chief of The Moreno Valley Police Department, in his  
22 official capacity; Kristy Underwood, Executive Officer of the California Board of  
23 Barbering And Cosmetology, in her official capacity; Stan Sniff, Riverside County  
24 Sheriff, in his official capacity; Tony Heisterberg, Dennis Longdyke, Lori Miller,  
25 Seth Hartnett, Robert Duckett, Mario Harrera, Eric Brewer, Anthony Johnson,  
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28

1 Christopher Gastinger, Richard Hutson, Joe Brown, Xochi Carmargo, Arlene  
2 Bauby, and Does 1-20, in their individual capacities, Defendants.”

3  
4 In the Action, Plaintiffs allege that Defendant Underwood violated certain  
5 federal and California state laws, and seek injunctive and declaratory relief.

6 Defendant Underwood denies all liability. Plaintiffs and Defendant Underwood  
7 have reached an agreement for the resolution of the Action against Defendant  
8 Underwood only.

9  
10 **AGREEMENT**

11  
12 Plaintiffs, and each of them, and Defendant Underwood agree, represent and  
13 authorize as follows:

14 1. This Settlement is a compromise of disputed claims, and the obligations  
15 under this Agreement are not to be construed as an admission of liability on the part  
16 of Defendant Underwood, by whom liability is expressly denied. Further, this  
17 Agreement is not to be construed as an admission on the part of Plaintiffs that their  
18 claims against Defendant Underwood lack merit. However, in the interest of  
19 avoiding additional financial obligations, costs and fees, and the difficulty and  
20 uncertainty associated with this litigation, the Plaintiffs and Defendant Underwood  
21 enter into this Agreement.

22 2. This Agreement is to be a complete and final resolution of all claims,  
23 differences, disputes and causes of action between Plaintiffs and Defendant  
24 Underwood pertaining to the circumstances or events which are alleged in the

1 Action. This Agreement contains the entire and final agreement between the  
2 Plaintiffs and Defendant Underwood. This Agreement is intended by the parties to  
3 be an integrated writing representing the complete, final, and exclusive embodiment  
4 of their agreement. It supersedes any and all prior or contemporaneous agreements,  
5 understandings, discussions, negotiations, representations, and commitments  
6 whether written or oral. Any other representations, agreements, discussions,  
7 negotiations, commitments or understandings between the Plaintiffs, Defendant  
8 Underwood and their agents, representatives, or attorneys not embodied within this  
9 Agreement shall be of no force and effect. This Agreement may not be altered,  
10 amended, modified, supplemented, or otherwise changed except by a writing  
11 executed by an authorized representative of each of the undersigned.  
12  
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16 3. This Agreement extends to all claims, differences, disputes and causes of  
17 action of every nature and kind whatsoever, now known or unknown, suspected or  
18 unsuspected, relating to the incident and matters alleged by Plaintiffs in the Action,  
19 including any and all claims for costs, attorney fees, expenses, liens, other fees, or  
20 interest incurred by or in this Action. It is understood and agreed that this  
21 Agreement is intended to be a full and final compromise, release and settlement of  
22 all claims, demands, actions, causes of action, known or unknown, suspected or  
23 unsuspected, relating to the incident and matters alleged by Plaintiffs in the Action,  
24 and, as a further consideration and inducement for this Agreement, the undersigned  
25 Plaintiffs and Defendant Underwood expressly waive the provisions of Section  
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1 1542 of the California Civil Code, which reads as follows: “A general release does  
2 not extend to claims which the creditor does not know or suspect to exist in his  
3 favor at the time of executing the release, which if known by him must have  
4 materially affected his settlement with the debtor.”  
5

6 4. In consideration of Defendant Underwood directing the inclusion, by the  
7 end of calendar year 2009, of policy clarifications in the Inspector Manual for the  
8 Board of Barbering and Cosmetology, specifically, Anti-Discrimination Policy in  
9 Enforcement Actions, Joint Inspections with Outside Agencies, and Special  
10 Inspection Procedures (attached hereto collectively as Exhibit A), and training  
11 thereon commencing by the end of calendar year 2009 and continuing in the regular  
12 training cycle; together with the payment made by the end of calendar year 2009 to  
13 the “ACLU Foundation of Southern California” in the amount of \$62,910.30 in  
14 total, constituting attorney fees and costs, Plaintiffs hereby completely release,  
15 waive, and forever discharge Defendant Underwood from any and all past, present  
16 or future claims, differences, disputes and causes of action of every nature and kind  
17 whatsoever whether based in federal or California state tort law, contract law or any  
18 other theory of recovery, which Plaintiffs now have, or which may hereafter accrue  
19 or otherwise be acquired, on account of, or may in any way arise out of, or which  
20 are the subject of this Action, including without limitation any and all known or  
21 unknown claims for compensatory losses of any nature, punitive damages, attorney  
22 fees and costs of litigation, liens of any nature of Plaintiffs individually or  
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1 collectively, or their representatives, heirs, assigns, successors in interest, agents,  
2 employees, partners, or any other natural person or entity, which have resulted or  
3 may result from the alleged acts or omissions of Defendant Underwood in that  
4 certain incident and matters alleged by Plaintiffs in the Action including without  
5 limitation, all of those matters which were raised or could have been raised in this  
6 Action.  
7

8  
9 Defendant Underwood also hereby releases, waives, and forever discharges  
10 Plaintiffs Kevon Gordon, Ronald Jones, Raymond Barnes, Quincy Brown from  
11 claims, differences, disputes and causes of action of every nature and kind whether  
12 based in federal or California tort or contract law or any other theory of recovery,  
13 brought by Defendant Underwood, which she now has, or which may hereafter  
14 accrue or otherwise be acquired, on account of, or may in any way arise out of this  
15 Action, including without limitation any and all known or unknown claims for  
16 compensatory losses of any nature, punitive damages, attorney fees and costs of  
17 litigation, liens of any nature against Defendant Underwood individually or  
18 collectively with other defendants in this Action, or her representatives, heirs,  
19 assigns, successors in interest, agents, partners, or any other natural person or  
20 entity, which have resulted or may result from the alleged acts or omissions in the  
21 matters alleged by Plaintiffs in the Action including, without limitation, all of those  
22 matters which were raised or could have been raised in this Action.  
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28 This Agreement shall apply to Defendant Underwood and her respective

1 agents, associates, representatives, affiliates, predecessors, successors and assigns,  
2 and all other persons and entities.

3  
4 Plaintiffs and Defendant Underwood agree that this Settlement and General  
5 Release Agreement does not apply to any administrative action, including citations  
6 or other enforcement methods, taken against Plaintiffs individually or collectively  
7 or to Plaintiffs' business entities, whether the adjudication of such is completed or  
8 remains pending, arising out of the factual circumstances of this Action.

9  
10 Further, Plaintiffs and Defendant Underwood agree that this Settlement and  
11 General Release Agreement does not apply to necessary actions undertaken by  
12 Plaintiffs or Defendant Underwood to enforce this Settlement and General Release  
13 Agreement.

14  
15 Plaintiffs, individually and collectively, hereby acknowledge and agree that  
16 the payment of the above-mentioned total amount of \$62,910.30 constituting  
17 attorney fees and costs, is to be made payable to their attorney of record, the  
18 "ACLU Foundation of Southern California." Plaintiffs, individually and  
19 collectively, also agree to hold Defendant Underwood harmless in any action, claim  
20 or dispute arising out of the circumstances of payment of these funds to their  
21 attorney of record or the distribution of paid funds under this Agreement.

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25 5. The Plaintiffs represent that they individually and collectively are the sole  
26 possessors of the claims or causes of action being settled and released, and that they  
27 have not otherwise individually or collectively transferred said claims or causes of  
28

1 action.

2 6. The Plaintiffs agree that they will not, individually or collectively, at any  
3 time hereafter, commence, maintain or prosecute any action at law or otherwise, or  
4 assert any claim against Defendant Underwood and/or execute or enforce any  
5 judgment against Defendant Underwood herein released, for damages, losses or for  
6 equitable relief relating to the matters herein released.  
7

8 7. Upon receipt of the payment of \$62,910.30, Plaintiffs hereby authorize  
9 and direct their respective attorneys of record to immediately dismiss with prejudice  
10 the above described action, case number EDCV 09-00688 SGL(SSx) pending in the  
11 United States District Court for the Central District of California, as to Defendant  
12 Underwood.  
13

14 8. If Plaintiffs or Defendant Underwood fail to comply with the obligations  
15 contained in this Agreement, the Plaintiffs and Defendant Underwood shall meet  
16 and confer within ten (10) court days of discovering the alleged noncompliance to  
17 allow an opportunity to explain the noncompliance and take reasonable corrective  
18 measures to come into compliance.  
19

20 Failing a resolution to alleged noncompliance through the opportunity to  
21 meet and confer, Plaintiffs and Defendant Underwood may properly notice and file  
22 all appropriate motions for relief in accordance with the Federal Rules of Civil  
23 Procedure. Plaintiffs and Defendant Underwood agree that each party shall be  
24 solely responsible for their own attorney fees and costs incurred in any action to  
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1 enforce this Agreement.

2 The Court will retain jurisdiction for a period of three (3) years for the sole  
3 purpose of enforcing this Agreement.

4  
5 9. Plaintiffs, individually and collectively, shall indemnify, defend and  
6 forever hold harmless Defendant Underwood, her agents, representatives,  
7 employees, agencies, heirs and assigns, attorneys, representatives, and successors  
8 from all claims, damages or liabilities, fees, attorney fees and costs, actions and  
9 litigation, administrative proceedings and decisions, judgments, penalties and taxes,  
10 that may arise or result from any and all liens of any nature whatsoever related to  
11 the circumstances attributed to the allegations, claims, causes of action, now known  
12 or unknown in this Action, and with respect to such liens, and the lien-holder(s), its  
13 agents, representatives, employees, attorneys, officers, heirs and assigns, affiliates,  
14 predecessors or successors in interest.

15  
16 10. Plaintiffs, individually and/or collectively, shall be solely responsible for  
17 any and all liens assigned to Plaintiffs of any nature that may have arisen out of the  
18 circumstances attributed to the allegations, claims, causes of action, now known or  
19 unknown, in this action.

20  
21 11. This Agreement may be executed in counterpart form and a signed  
22 counterpart transmitted by facsimile shall be effective, valid, and enforceable as if it  
23 were the original.

24  
25 12. The undersigned hereby acknowledge that they individually have  
26  
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28

1 discussed this Settlement and General Release Agreement with counsel, who has  
2 explained this document, and acknowledge that they understand all of the terms and  
3 conditions of this Agreement and that this is a total and final settlement and  
4 compromise of all claims against Defendant Underwood. Plaintiffs individually  
5 and Defendant Underwood consent to and authorize this Agreement.  
6  
7

8 Date:

9 \_\_\_\_\_  
Kevon Gordon, Plaintiff

10 Date:

11 \_\_\_\_\_  
Ronald Jones, Plaintiff

12 Date:

13 \_\_\_\_\_  
Raymond Barnes, Plaintiff

14 Date:

15 \_\_\_\_\_  
Quincy Brown, Plaintiff

16 Date:

17 \_\_\_\_\_  
Peter Bibring, Attorney for Plaintiffs

18 Date:

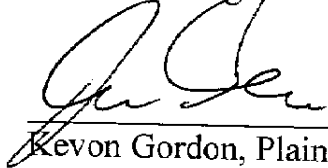
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Rishi Puri, Attorney for Plaintiffs

20 Date:

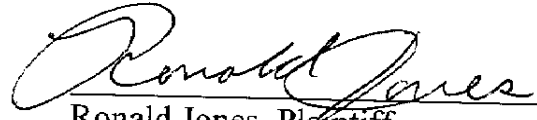
21 \_\_\_\_\_  
Kristy Underwood, Defendant

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2 explained this document, and acknowledge that they understand all of the terms and  
3 conditions of this Agreement and that this is a total and final settlement and  
4 compromise of all claims against Defendant Underwood. Plaintiffs individually  
5 and Defendant Underwood consent to and authorize this Agreement.  
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7

8 Date: *Nov 20, 2009*  
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Kevon Gordon, Plaintiff

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11 Date: *NOV 20, 2009*  
12

  
Ronald Jones, Plaintiff

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14 Date:

\_\_\_\_\_  
Raymond Barnes, Plaintiff

15  
16 Date:

\_\_\_\_\_  
Quincy Brown, Plaintiff

17  
18 Date:

\_\_\_\_\_  
Peter Bibring, Attorney for Plaintiffs

19  
20 Date:

\_\_\_\_\_  
Rishi Puri, Attorney for Plaintiffs

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22 Date:

\_\_\_\_\_  
Kristy Underwood, Defendant

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5 and Defendant Underwood consent to and authorize this Agreement.  
6  
7

8 Date:

9 Kevon Gordon, Plaintiff

10 Date:

11 Ronald Jones, Plaintiff

12 Date: 11/24/09

13 Raymond Barnes, Plaintiff  
14

15 Date:

16 Quincy Brown, Plaintiff

17 Date:

18 Peter Bibring, Attorney for Plaintiffs

19 Date:

20 Rishi Puri, Attorney for Plaintiffs

21 Date:

22 Kristy Underwood, Defendant  
23  
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2 explained this document, and acknowledge that they understand all of the terms and  
3 conditions of this Agreement and that this is a total and final settlement and  
4 compromise of all claims against Defendant Underwood. Plaintiffs individually  
5 and Defendant Underwood consent to and authorize this Agreement.  
6  
7

8 Date:

9 Kevon Gordon, Plaintiff

10 Date:

11 Ronald Jones, Plaintiff

12 Date:

13 Raymond Barnes, Plaintiff

14 Date:

15 11/20/09

16 Quincy Brown, Plaintiff

17 Date:

18 Peter Bibring, Attorney for Plaintiffs

19 Date:

20 Rishi Puri, Attorney for Plaintiffs

21 Date:

22 Kristy Underwood, Defendant

1 discussed this Settlement and General Release Agreement with counsel, who has  
2 explained this document, and acknowledge that they understand all of the terms and  
3 conditions of this Agreement and that this is a total and final settlement and  
4 compromise of all claims against Defendant Underwood. Plaintiffs individually  
5 and Defendant Underwood consent to and authorize this Agreement.  
6  
7

8 Date:

9 \_\_\_\_\_  
Kevon Gordon, Plaintiff

10  
11 Date:

12 \_\_\_\_\_  
Ronald Jones, Plaintiff

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14 Date:

15 \_\_\_\_\_  
Raymond Barnes, Plaintiff

16  
17 Date:

18 \_\_\_\_\_  
Quincy Brown, Plaintiff

19 Date: Nov. 23, 2009

20   
Peter Bibring, Attorney for Plaintiffs

21  
22 Date:

23 \_\_\_\_\_  
Rishi Puri, Attorney for Plaintiffs

24  
25 Date:

26 \_\_\_\_\_  
Kristy Underwood, Defendant

1 discussed this Settlement and General Release Agreement with counsel, who has  
2 explained this document, and acknowledge that they understand all of the terms and  
3 conditions of this Agreement and that this is a total and final settlement and  
4 compromise of all claims against Defendant Underwood. Plaintiffs individually  
5 and Defendant Underwood consent to and authorize this Agreement.  
6  
7

8 Date:

9 \_\_\_\_\_  
Kevon Gordon, Plaintiff

10 Date:

11 \_\_\_\_\_  
Ronald Jones, Plaintiff

12 Date:

13 \_\_\_\_\_  
Raymond Barnes, Plaintiff

14 Date:

15 \_\_\_\_\_  
Quincy Brown, Plaintiff

16 Date:

17 \_\_\_\_\_  
Peter Bibring, Attorney for Plaintiffs

18 Date: 12/4/09

19 \_\_\_\_\_  
20 *Rishi Puri*  
21 Rishi Puri, Attorney for Plaintiffs

22 Date:

23 \_\_\_\_\_  
24 Kristy Underwood, Defendant

1 discussed this Settlement and General Release Agreement with counsel, who has  
2 explained this document, and acknowledge that they understand all of the terms and  
3 conditions of this Agreement and that this is a total and final settlement and  
4 compromise of all claims against Defendant Underwood. Plaintiffs individually  
5 and Defendant Underwood consent to and authorize this Agreement.  
6

7  
8 Date:

9 Kevon Gordon, Plaintiff

10  
11 Date:

12 Ronald Jones, Plaintiff

13  
14 Date:

15 Raymond Barnes, Plaintiff

16  
17 Date:

18 Quincy Brown, Plaintiff

19  
20 Date:

21 Peter Bibring, Attorney for Plaintiffs

22  
23 Date:

24 Rishi Puri, Attorney for Plaintiffs

25 Date: 11/19/09

26 Kristy Underwood  
27 Kristy Underwood, Defendant  
28

1 **APPROVED:**

2  
3 Date: *Nov. 30, 2009*

*Ramona Ripston*  
\_\_\_\_\_  
Ramona Ripston  
ACLU Foundation of  
Southern California

6 **APPROVED AS TO FORM AND CONTENT.**

7  
8  
9 Date:

\_\_\_\_\_  
William A. Buess, Attorney for  
Defendant Underwood

11  
12 Date:

\_\_\_\_\_  
Diane de Kervor, Attorney for  
Defendant Underwood

1 **APPROVED:**

2  
3 Date:

4 \_\_\_\_\_  
5 Ramona Ripston  
6 ACLU Foundation of  
7 Southern California

8 **APPROVED AS TO FORM AND CONTENT.**

9 Date:

10 Dec. 2, 2009

11 \_\_\_\_\_  
12 William A. Buess, Attorney for  
13 Defendant Underwood

14 Date:

15 December 1, 2009

16 \_\_\_\_\_  
17 Diane de Kervor, Attorney for  
18 Defendant Underwood

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## EXHIBIT A

Anti-Discrimination Policy in Enforcement Actions

Joint Inspections with Outside Agencies

Special Inspection Procedures

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## ANTI-DISCRIMINATION POLICY IN ENFORCEMENT ACTIONS

The Board of Barbering and Cosmetology (“BBC”), and its employees, agents and representatives, are expected to adhere to the anti-discrimination policies embodied in the various laws of the United States of America and the State of California such as California Constitution Article I, Section 31 which states in part: “(a) The State shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.”

The BBC reaffirms the State of California’s laws concerning the rights of all citizens and the fundamental reassertion of antidiscrimination as embodied in California laws and regulations such as Civil Code section 51, et seq., in its operations.

As such, the BBC, its employees, agents and representatives shall not discriminate on the basis of race, color, ethnicity, ancestry, national origin, sex, sexual orientation, disability, marital status, medical condition, or religion in carrying out its legislative priority of public protection as stated in Business and Professions Code section 7303.1 and the BBC Mission Statement: “To ensure the health and safety of California consumers by promoting ethical standards and by enforcing the laws of the beauty industry.”

All inspections are to be tailored to accomplish the administrative goals and purposes of the BBC. The BBC and its employees, agents and representatives shall not undertake any enforcement functions or make any enforcement decisions, including inspections, against any licensee on the basis of unlawful discrimination. The BBC shall forbid the use of race or other characteristics as a criteria in enforcement actions, except with respect to descriptions of specific individuals.

## JOINT INSPECTIONS WITH OUTSIDE AGENCIES

For any joint inspection that involves the participation of any agency other than the Board of Barbering and Cosmetology or the Division of Investigation, including other federal, state or local governmental entities, and their employees, agents, and representatives, the inspection shall be classified as a "Directed Inspection," in accordance with Inspector Manual, "INSPECTION TYPE (REASON) TABLE FOR SITE INSPECTION RECORD."

Complaints about conduct that does not violate the requirements of the Business & Professions Code on Barbering and Cosmetology, or BBC regulations, will not provide the basis for directed inspection by the Board.

Any joint inspection must be authorized by the Executive Officer of the Board of Barbering and Cosmetology as set forth below. Initially, the Enforcement Manager or designee shall investigate the reasons for participation of the BBC with the other agency(ies). The Enforcement Manager or designee shall consider the propriety of the joint inspection and the necessity of placing limitations on the joint inspection. The Enforcement Manager shall forward his or her findings to the BBC Executive Officer or his or her designee for a final decision as to whether the joint inspection is approved, disapproved, or approved with limitations.

The Executive Officer shall ensure that any joint inspection is conducted to accomplish the administrative goals and purposes of the BBC. In making the final decision, the Executive Officer shall verify:

1. That the inspection is pursuant to the Barbering and Cosmetology Act and Regulations;
2. That the participation of the BBC in any inspection narrowly accomplishes only the administrative goals and purposes of the BBC. BBC inspection activity is not to be used as a pretext for the accomplishment of any other law enforcement purpose by either the BBC or another agency, and;
3. That the inspection does not violate any federal or state laws, regulations, or policies of the BBC.

The BBC will only conduct authorized inspections necessary to determine compliance with the licensing, health and safety standards set forth in the Barbering and Cosmetology Act and Regulations. The participation of BBC officers in a Joint Inspection is not to be used to justify warrantless inspection of the businesses by other law enforcement agencies that would not otherwise be entitled to conduct a warrantless inspection, unless such inspection narrowly accomplishes the goals and purposes of the BBC. The BBC alone shall determine the nature and frequency of, as well as the authorized personnel participating in inspections permitted under the Barbering and Cosmetology Act and Regulations.

## SPECIAL INSPECTION PROCEDURES

### A. PRE-INSPECTION INFORMATION

When the BBC has information that a possible personnel safety issue might arise, e.g., information concerning or a history of previous physical resistance, violence or threatened violence at the establishment or from individual licensees or patrons, or in circumstances that may required the issuance of a criminal citation, the appropriate BBC Inspection Program Supervisor should request the inspection be completed or accompanied by Division of Investigation personnel. The request should be made through the Enforcement Manager, and must be approved by the Executive Officer.

### B. INADVERTENT DISCOVERY OF POSSIBLE CRIMINAL ACTIVITY

In the event that the BBC inspector uncovers evidence of possible criminal activity unrelated to BBC operations, e.g., presence of illegal drugs or other illegal substances; weapons, the BBC inspector should (1) note the evidence without informing any other individual during the inspection, (2) complete the administrative inspection if possible, (3) report the discovery to the Inspection Program Supervisor after departing the establishment.

In the event that the BBC inspector is confronted by a hostile, argumentative, threatening, or violent individual, whether that individual be a licensee, non-licensed operator, owner, agent, customer or third person, and the BBC inspector has a belief that his/her personal safety is or may be in danger, the inspector should (1) leave the premises immediately, (2) call 911, (3) report to the Inspection Program Supervisor immediately after notifying 911.