

1 Sections 2 and 7 of the California Constitution, and the California Bane Act. Without making any
2 admission of liability on either part, the Parties have reached a settlement of their disputes. This
3 Settlement Agreement and Release (Agreement) memorializes the terms of the settlement reached
4 by the Parties. On June 2, 2026, as part of pre-mediation submissions, HRDC provided DSH with
5 copies of its time runs and expense ledgers to document its claim for attorneys' fees arising from
6 the dispute regarding the Incidents.

7 10. The purpose of this Agreement is to resolve all differences and disputes between
8 the Parties regarding the Incidents and similar incidents that existed on, or prior to the date of the
9 last signature below (the Effective Date).

10 II. SETTLEMENT PAYMENT

11 11. DSH shall make a settlement payment to HRDC in the amount of \$362,500.00
12 (Settlement Payment). The Parties understand that the issuance of payment, as specified above, is
13 subject to the timeframes of the State Controller's Office, a non-party to the Agreement. DSH
14 agrees to submit its request for payment to the State Controller's Office within fifteen (15) days of
15 the Effective Date.

16 12. Each Party shall be responsible for its own attorneys' fees, costs, and expenses
17 related to this Agreement, and the matters and documents referred to herein. HRDC shall satisfy
18 any retainer agreements or payment arrangements with its attorneys. DSH will not be responsible
19 if attorneys' fees arrangements are not satisfied between HRDC and its attorneys.

20 III. RELEASE

21 13. It is the intention of the parties in signing this Agreement that it shall be effective
22 as a full and final accord and satisfaction and release from all claims arising from the Incidents
23 and similar incidents. By signing this Agreement, HRDC releases DSH, and all present and former
24 officials, directors, officers, employees, deputies, agents, representatives, attorneys, servants,
25 affiliates, departments, divisions, and branches, from any and all past and present, known or
26 unknown, rights, actions, causes of actions, claims, allegations, demands, damages, costs,
27 expenses, attorneys' fees (alleged or incurred), penalties, liens, and liabilities relating in any way
28 to or arising out of the Incidents and similar incidents that occurred on or prior to the Effective

1 Date, alleged in Paragraphs 4-9 of this Agreement. In furtherance of this intention, the Parties
2 acknowledge that they are familiar with, and expressly waive, the provisions of California Civil
3 Code section 1542, which states:

4 A general release does not extend to claims that the creditor or releasing party does not
5 know or suspect to exist in his or her favor at the time of executing the release and that, if
6 known by him or her would have materially affected his or her settlement with the debtor
7 or released party.

8 IV. 120-DAY SAFE HARBOR

9 14. The parties agree to a 120-day “Safe Harbor” period that will commence upon the
10 Effective Date to allow DSH to resolve any issues with policies, procedures and practices related
11 to the Incidents and similar incidents. HRDC agrees not to commence litigation regarding new
12 incidents that occur during the Safe Harbor period that are similar to the Incidents that gave rise to
13 this Settlement Agreement.

14 V. ADDITIONAL PROVISIONS

15 15. No person who has notice of this Agreement shall fail to comply with it, nor shall
16 any person subvert the Agreement by any sham, indirection, or other artifice.

17 16. **No Admission of Liability:** This Agreement is made in compromise of disputes.
18 Neither the Agreement nor anything that the Parties stated or did during the negotiation of the
19 Agreement shall be construed or used in any manner as an admission of liability or evidence of
20 either Party’s fault, liability, or wrongdoing. DSH expressly denies any liability or wrongdoing
21 whatsoever. This is a settlement of disputed claims, and the Parties agree that, in entering the
22 Agreement, neither concedes its position. Nothing in this Agreement shall be interpreted or
23 construed by a court as an admission by any Party.

24 17. **Construction and Interpretation:** The following additional terms shall govern the
25 construction and interpretation of this Agreement.

26 a. **Knowledge and Advice of Counsel:** Each party enters into the Agreement
27 with the opportunity to seek the advice of counsel and executes the Agreement being fully
28 informed as to its terms, content, and effect.

1 b. **Entire Agreement:** The Agreement sets forth all terms agreed to by the
2 Parties and supersedes all previous or contemporaneous agreements between the Parties relating to
3 the Agreement's subject matter. The Parties further agree that this document constitutes the sole,
4 entire, and complete agreement between the Parties to resolve all claims arising before the
5 Effective Date. In entering into the Agreement, no party has relied on, and no party will have any
6 right or remedy based on, any statement or representation except those expressly set forth in the
7 Agreement.

8 c. **No Construction Against Any Party:** The terms of the Agreement have
9 been negotiated at arm's-length among knowledgeable parties represented by experienced counsel.
10 The Parties agree that the normal rule of construction that any ambiguity in a document is
11 construed against the drafting party shall not apply to the interpretation or enforcement of the
12 Agreement.

13 d. **Headings and Captions:** The headings and captions of sections in the
14 Agreement are inserted for convenience, reference, and identification purposes only, and shall not
15 control, define, limit, or affect any provisions of the Agreement.

16 18. **Severability:** Should any provision of this Agreement be held invalid or illegal,
17 such illegality shall not invalidate the whole agreement, but the Agreement shall be construed as if
18 it did not contain the illegal provision, and the rights and obligations of the Parties shall be
19 construed and enforced accordingly.

20 19. **Governing Law:** The interpretation and enforcement of this Agreement is
21 governed by federal and California law.

22 20. **Amendments:** Any amendment must be in writing, signed by the Parties' Counsel,
23 and expressly state that it is amending the Agreement.

24 21. **Execution in Counterparts:** This Agreement may be executed through the use of
25 two or more counterparts, including through electronic signatures, each of which will be deemed
26 an original, and together shall constitute one written instrument. Photographic, digital, or
27 facsimile copies of signed counterparts may be used in lieu of the originals for any purpose and
28 shall have the same force and effect as an original ink signature.

1 22. This Agreement shall be signed by each of the Parties and their counsel. The
2 undersigned represent that they have the full power and authority to execute this Agreement and to
3 bind the Parties.

4 23. The Parties represent that they had the opportunity to consult and rely upon the
5 legal advice of their choice, and that the terms of this Agreement have been read and the
6 consequences (including risks, complications, and costs) have been completely understood by
7 each party and explained by their respective counsel. The Parties further acknowledge that, in
8 executing this Agreement, they have not relied on any inducements, promises, or representations
9 other than those stated in the Agreement.

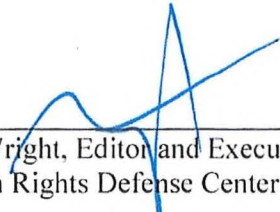
10 24. No prior versions of this Agreement, or written proposals of any party, are
11 admissible in any courts or for any purpose, including, but not limited to, use to interpret the
12 meaning of this Agreement.

13 25. To the extent the applicable law, legal requirements, or circumstances change, such
14 that any settlement term is rendered void or unenforceable, the law shall control over the
15 settlement terms.

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1 AGREED TO AND ACCEPTED BY:

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3 DATED: June 22, 2026

By: 
Paul Wright, Editor and Executive Director
Human Rights Defense Center

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6 DATED: June 22, 2026

By: 
Stephanie Clendenin, Director
California Department of State Hospitals

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9 APPROVED AS TO FORM:

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11 DATED: June 22, 2026

ROSEN BIEN GALVAN & GRUNFELD LLP

12
13 By: 
Marc J. Shinn-Krantz

14
15 Attorneys for HUMAN RIGHTS DEFENSE CENTER

16 DATED: June 23, 2026

OFFICE OF THE ATTORNEY GENERAL

17
18 By: Namrata Kotwani
Namrata Kotwani

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20 Attorneys for DSH, STEPHANIE CLENDENIN, and
JASON BLACK