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HOUSING AUTHORITY OF THE COUNTY
11 OF CONTRA COSTA, ELIZABETH
CAMPBELL, KATHY GUZMAN, and
12 JOANNA RODRIGUEZ

13
14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 ONITA TUGGLES,

Case No.: C 08-01914 JCS (JL)

17 Plaintiff,

18 vs.

19 CITY OF ANTIOCH; ANTIOCH POLICE
20 DEPARTMENT; JAMES HYDE, Chief of
Police, Antioch Police Department, in his official
21 capacity; CORPORAL STEVE BIAS, OFFICER
DESMOND BITTNER, and OFFICER
22 WILLIAM DILLARD II, in their individual and
official capacities; COUNTY OF CONTRA
23 COSTA; HOUSING AUTHORITY OF THE
COUNTY OF CONTRA COSTA; ELIZABETH
24 CAMPBELL, KATHY GUZMAN and JOANNA
RODRIGUEZ, in their individual and official
25 capacities,

26 Defendants.
27
28

**AGREEMENT BETWEEN PLAINTIFF
ONITA TUGGLES AND HOUSING
AUTHORITY OF CONTRA COSTA
COUNTY DEFENDANTS TO
PRESERVE AND PROTECT THE
CONFIDENTIALITY OF JUVENILE
COURT AND JUVENILE POLICE
RECORDS**

Complaint Filed: April 10, 2008

1 This Agreement ("Agreement") is made and entered into by and between Plaintiff ONITA
2 TUGGLES (hereinafter referred to as "Tuggles"), and Defendants HOUSING AUTHORITY OF
3 THE COUNTY OF CONTRA COSTA, ELIZABETH CAMPBELL, KATHY GUZMAN and
4 JOANNA RODRIGUEZ (hereinafter collectively referred to as "HACCC"), hereinafter
5 collectively referred to as the "Parties."

6 I. PURPOSE

7 A. This Agreement constitutes a material part of the overall settlement agreement
8 between Plaintiff and Defendants HACCC in the case of *Onita Tuggles v. City of Antioch et al.*,
9 case number C 08-01914 JCS (JL).

10 B. The Parties share a mutual interest in preserving and protecting the confidentiality of
11 court and police records pertaining to minors. The overall objective of this Agreement is to ensure
12 that Defendants HACCC comply with federal and state law protecting the confidentiality of
13 juvenile court and juvenile police records so as to protect minors from being denied the
14 rehabilitative efforts of the juvenile justice system, and to prevent the lifelong stigma that results
15 from having a juvenile police record.

16 C. This Agreement is binding upon and enforceable as to all parties to this Agreement,
17 their officials, principals, agents, employees, successors, assignees, attorneys and representatives.

18 D. This Agreement is not intended in any way to impair the rights of the parties to this
19 Agreement to seek relief under applicable federal, state or local law for any reason whatsoever, and
20 accordingly, any proceeding that is brought to enforce the terms of this Agreement shall not be
21 deemed to limit thereby the rights and remedies of any of the parties to this Agreement.

22 II. DEFINITIONS

23 A. Juvenile Case File

24 As set forth in California Rules of Court Rule 5.552(a), a juvenile case file for purposes of
25 this Agreement includes:

- 26 1) All documents filed in a juvenile court case;
27 (2) Reports to the court by probation officers, social workers of child welfare services
28 programs, and CASA volunteers;

1 (3) Documents made available to probation officers, social workers of child welfare
2 services programs, and CASA volunteers in preparation of reports to the court;

3 (4) Documents relating to a child concerning whom a petition has been filed in juvenile
4 court that are maintained in the office files of probation officers, social workers of child welfare
5 services programs, and CASA volunteers;

6 (5) Transcripts, records, or reports relating to matters prepared or released by the court,
7 probation department, or child welfare services program; and

8 (6) Documents, video or audio tapes, photographs, and exhibits admitted into evidence at
9 juvenile court hearings.

10 B. Juvenile Police Record

11 As set forth in California Welfare and Institutions Code § 827.9, a Juvenile Police Record
12 for purposes of this Agreement consists of any record or information gathered by any law
13 enforcement agency relating to the taking of a minor into custody, temporary custody or detention.

14 C. CASA

15 As defined in California Welfare and Institutions Code § 101, "CASA" for purposes of this
16 Agreement means a Court-Appointed Special Advocate. "CASA" also refers to a Court
17 Designated Child Advocate in programs which have utilized that title.

18 D. Housing Authority of the County of Contra Costa

19 The "Housing Authority of the County of Contra Costa" includes the entity itself, its
20 officials, principals, agents, employees, representatives, attorneys, and any person acting on behalf
21 of the Housing Authority of the County of Contra Costa.

22 III. AGREEMENT

23 A. Pursuant to 42 U.S.C. § 1437d(q)(1)(C) Defendants HACCC shall disclose or
24 provide information relating to criminal convictions of juveniles only to the extent that release of
25 such information is authorized under the laws of the State of California.

26 B. Defendants HACCC shall obtain the prior approval and written authorization of the
27 presiding judge of the juvenile court or a judicial officer of the juvenile court prior to inspecting,
28 using, copying, or disseminating a juvenile case file, any portion thereof, and information relating

1 to the contents of any juvenile case file.

2 C. Defendants HACCC shall obtain the prior approval and written authorization of the
3 presiding judge of the juvenile court or a judicial officer of the juvenile court prior to inspecting,
4 using, copying, or disseminating a juvenile police record, any portion thereof, and information
5 relating to the contents of any juvenile police record.

6 D. Defendants HACCC shall obtain the prior approval and written authorization of the
7 presiding judge of the juvenile court before incorporating a juvenile case file or juvenile police
8 record, any portion thereof, and information relating to the contents of any juvenile case file or
9 police record as an attachment to any other document.

10 E. Defendants HACCC shall file a Petition for Disclosure of Juvenile Court Records in
11 seeking to inspect or obtain juvenile court records.

12 F. Defendants HACCC shall comply with California Rules of Court Rule 5.552(d) in
13 providing notice of a Petition for Disclosure of Juvenile Court Records.

14 G. The parties to this Agreement through their respective signatories agree to submit to
15 the jurisdiction of the United States District Court for the Northern District of California for the
16 purpose of enforcing the terms of this Agreement, even if such enforcement proceedings occur after
17 termination of this action.

18
19 DATED: 4/10/09

By: *Onita Tuggles*
Plaintiff, ONITA TUGGLES

20
21 DATED: 4-7-09

Defendant, HOUSING AUTHORITY OF
THE COUNTY OF CONTRA COSTA

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By: *Joseph Villarreal*
JOSEPH VILLARREAL
EXECUTIVE DIRECTOR

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26
27 DATED: 4/7/09

By: *Elizabeth Campbell*
Defendant, ELIZABETH CAMPBELL

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DATED: 4.7.09

By: [Signature]
Defendant, JOANNA RODRIGUEZ

DATED: 4-7-09

By: [Signature]
Defendant, KATHY GUZMAN

APPROVED AS TO FORM:

DATED: 4/10/09

LAW OFFICE OF JIVAKA CANDAPPA
By: [Signature]
JIVAKA CANDAPPA
Attorney for Plaintiff
ONITA TUGGLES

DATED: 4-8-09

EDRINGTON, SCHIRMER & MURPHY LLP
BY: [Signature]
TIMOTHY P. MURPHY
NANCY A. MCPHERSON
Attorneys for Defendants
HOUSING AUTHORITY OF THE COUNTY OF
CONTRA COSTA, ELIZABETH CAMPBELL,
KATHY GUZMAN AND JOANNA RODRIGUEZ

ORDER

Pursuant to the agreement of the parties,
IT IS SO ORDERED.

Dated 4/13/09

HON. J. C. SPERO
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
MAGISTRATE

