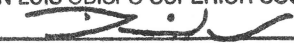


FILED

APR 28 2014

SAN LUIS OBISPO SUPERIOR COURT

BY 
D. Cloyd, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO

FREEDOM FROM RELIGION FOUNDATION, a Wisconsin corporation; and DR. SARI DWORKIN, an individual,

Plaintiffs,

vs.

CITY OF PISMO BEACH, a municipal corporation; PISMO BEACH CITY COUNCIL, the governing body of the CITY OF PISMO BEACH; SHELLY HIGGINBOTHAM, an individual in her capacity of Pismo Beach Mayor; and PAUL JONES, an individual in his capacity as Pismo Beach City Chaplain; and DOES 1-100, inclusive,

Defendants.

CASE NO. CV 130541

Assigned to Honorable Martin J. Tangeman
Dept.: 1

Complaint filed: November 1, 2013

STIPULATION FOR JUDGMENT AND ORDER THEREON
BY FAX

Plaintiffs, FREEDOM FROM RELIGION FOUNDATION and DR. SARI DWORKIN (“Plaintiffs”), by and through their counsel, Pamela Koslyn, on the one hand, and Defendants, CITY OF PISMO BEACH, PISMO BEACH CITY COUNCIL, SHELLY HIGGINBOTHAM (in her official capacity), and PAUL JONES (in his official capacity) (“Defendants”), by and through their counsel Wisotsky, Procter & Shyer, on the other hand, hereby stipulate as follows:

1. Defendants shall pay each Plaintiff nominal damages in the amount of \$1.00.
2. An injunction shall issue permanently restraining and enjoining Defendants, City of

1 Pismo Beach, Pismo Beach City Council and Shelly Higginbotham, from engaging in, or
2 authorizing directly or indirectly, any of the following activities:

3 A) maintaining the office of "Pismo Beach City Chaplain" (or having any other
4 City-appointed religious office or religious entity such as a religious or spiritual
5 advisor, committee, commission or working group for any purpose whatsoever);
6 and

7 B) scheduling, coordinating, inviting, delivering, or otherwise sponsoring or
8 participating in prayers or invocations or religious rituals, at, opening,
9 immediately preceding, or following a Pismo Beach City Council Meeting.
10 "Meeting" as used in this Stipulation and Order includes the entirety of
11 officially convened Pismo Beach City Council meetings as well as any
12 gatherings of a majority of its members that take place at the same location as an
13 officially convened Pismo Beach City Council meeting. It is a material
14 inducement for Plaintiffs to sign this Stipulation that Defendants will sign this
15 Stipulation after Defendants have complied in all respects with the applicable
16 provisions of the Brown Act.

17 3. Defendants shall pay Plaintiffs for its reasonable attorneys' fees and costs incurred in
18 this matter payable to the Law Offices of Pamela Koslyn, in the amount of \$47,500, payable within
19 ten (10) days of issuance of this Court's Order on this Stipulation. Counsel for Plaintiffs shall
20 provide the City a fully-executed IRS W-9 from upon request as a prerequisite to the Defendants'
21 obligation to issue payment pursuant to this paragraph.

22 4. The parties warrant that they are duly authorized to enter into this Stipulation, and
23 that all signatories warrant that they are duly authorized to act on behalf of the parties for which
24 they are signatory.

25 5. This Permanent Injunction shall be deemed to have been served on Defendants at the
26 time of its execution by the Court, and the case shall be dismissed in its entirety on entry of this
27 Permanent Injunction.

28

WISOTSKY, PROCTER & SHYER
ATTORNEYS AT LAW
300 ESPLANADE DRIVE, SUITE 1500
OXNARD, CALIFORNIA 93036
TELEPHONE: (805) 278-0920

1 6. Nothing in this Stipulated Judgment shall limit the rights of citizens to express
2 themselves during the public comment portion of City Council meetings as defined by Government
3 Code section 54954.3.

4 7. No appeals shall be taken from this Permanent Injunction and the Judgment of this
5 Court, and the parties waive all rights to appeal. This Court expressly retains jurisdiction over this
6 matter to enforce any breaches of this Stipulation and any violation of the terms of this Permanent
7 Injunction, including without limitation, contempt proceedings. In addition to all other remedies for
8 any such breaches or violations, the prevailing party in any dispute will be entitled to its reasonable
9 attorneys' fees incurred in enforcing this Stipulation. The parties agree to do all acts necessary to
10 effectuate this Stipulation, and intend that this Stipulation be enforceable even if this Court does not
11 sign the attached Order. This Stipulation may be executed in counterparts, together which will
12 constitute a fully-enforceable original document, and this Stipulation and its counterparts may be
13 transmitted and delivered by e-mail of a scanned PDF or by facsimile.

14 8. This Order shall remain in effect until further order of this Court.

15 **SO STIPULATED.**

16 **PLAINTIFFS**

17
18 Dated: April 1, 2014

PAMELA KOSLYN, ESQ.

19 By: *Pamela Koslyn*

Pamela Koslyn, Esq.
Attorneys for Plaintiffs,
FREEDOM FROM RELIGION FOUNDATION
and DR. SARI DWORKIN

22
23 Plaintiff, FREEDOM FROM RELIGION
FOUNDATION

24 Dated: April 1, 2014

25 By: *Annie Laurie Gaylor*

ANNIE LAURIE GAYLOR
Co-President

26 Plaintiff, DR. SARI DWORKIN

27 Dated: April , 2014

28 By: _____

Plaintiff, Dr. Sari Dworkin

WISOTSKY, PROCTER & SHYER
ATTORNEYS AT LAW
300 ESPLANADE DRIVE, SUITE 1500
OXNARD, CALIFORNIA 93036
TELEPHONE (805) 278-0920

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6. Nothing in this Stipulated Judgment shall limit the rights of citizens to express themselves during the public comment portion of City Council meetings as defined by Government Code section 54954.3.

7. No appeals shall be taken from this Permanent Injunction and the Judgment of this Court, and the parties waive all rights to appeal. This Court expressly retains jurisdiction over this matter to enforce any breaches of this Stipulation and any violation of the terms of this Permanent Injunction, including without limitation, contempt proceedings. In addition to all other remedies for any such breaches or violations, the prevailing party in any dispute will be entitled to its reasonable attorneys' fees incurred in enforcing this Stipulation. The parties agree to do all acts necessary to effectuate this Stipulation, and intend that this Stipulation be enforceable even if this Court does not sign the attached Order. This Stipulation may be executed in counterparts, together which will constitute a fully-enforceable original document, and this Stipulation and its counterparts may be transmitted and delivered by e-mail of a scanned PDF or by facsimile.

8. This Order shall remain in effect until further order of this Court.

SO STIPULATED.

PLAINTIFFS

Dated: April __, 2014

PAMELA KOSLYN, ESQ.

By: _____
Pamela Koslyn, Esq.
Attorneys for Plaintiffs,
FREEDOM FROM RELIGION FOUNDATION
and DR. SARI DWORKIN

**Plaintiff, FREEDOM FROM RELIGION
FOUNDATION**

Dated: April __, 2014

By: _____
ANNIE LAURIE GAYLOR
Co-President

Plaintiff, DR. SARI DWORKIN

Dated: April 1, 2014

By: 
Plaintiff, Dr. Sari Dworkin

WISOTSKY, PROCTER & SHYER
ATTORNEYS AT LAW
300 ESPLANADE DRIVE, SUITE 1500
OXNARD, CALIFORNIA 93036
TELEPHONE (805) 278-0920

DEFENDANTS

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Dated: April 22, 2014

~~WISOTSKY, PROCTER & SHYER~~
By: James N. Procter II
James N. Procter II
Attorneys for DEFENDANT'S,
CITY OF PISMO BEACH, PISMO BEACH
CITY COUNCIL, SHELLY HIGGINBOTHAM,
and PAUL JONES

Defendant, CITY OF PISMO BEACH

Dated: April ____, 2014

By: _____
James R. Lewis, City Manager

**Defendant, PISMO BEACH CITY
COUNCIL**

Dated: April ____, 2014

By: _____
Shelly Higginbotham
Mayor

Defendant, SHELLY HIGGINBOTHAM

Dated: April ____, 2014

By: _____
Shelly Higginbotham
In her official capacity as Mayor

Defendant, PAUL JONES

Dated: April 10, 2014

By: Paul Jones
PAUL JONES
In his official capacity as Chaplain

WISOTSKY, PROCTER & SHYER
ATTORNEYS AT LAW
300 E. SPANADA DRIVE, SUITE 1500
OZMAHD, CALIFORNIA 93036
TELEPHONE (805) 278-0920

DEFENDANTS

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Dated: April __, 2014

WISOTSKY, PROCTER & SHYER

By: _____
James N. Procter II
Attorneys for DEFENDANTS.
CITY OF PISMO BEACH, PISMO BEACH
CITY COUNCIL, SHELLY HIGGINBOTHAM,
and PAUL JONES

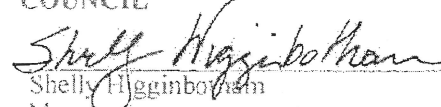
Dated: April 17, 2014

Defendant, CITY OF PISMO BEACH

By: 
James R. Lewis, City Manager

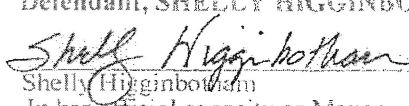
Dated: April 21, 2014

Defendant, PISMO BEACH CITY
COUNCIL

By: 
Shelly Higginbotham
Mayor

Dated: April 21, 2014

Defendant, SHELLY HIGGINBOTHAM

By: 
Shelly Higginbotham
In her official capacity as Mayor

Dated: April __, 2014

Defendant, PAUL JONES

By: _____
PAUL JONES
In his official capacity as Chaplain

WISOTSKY, PROCTER & SHYER
ATTORNEYS AT LAW
300 ESPLANADE DRIVE, SUITE 1300
OXNARD, CALIFORNIA 93036
TELEPHONE (805) 278-0920

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ORDER

The Court finds there is good cause appearing pursuant to the foregoing Stipulation between the parties, and there is no just reason for delay in entering this Permanent Injunction and Judgment. The Court agrees to retain jurisdiction over this matter as stipulated by the parties. The Court directs immediate entry of this Permanent Injunction and Judgment against Defendants as the Order of this Court, which Order shall remain in effect until further order of this Court.

IT IS SO ORDERED.

Dated: **APR 28 2014**, 2014

/S/ MARTIN J. TANGEMAN

HON. MARTIN J. TANGEMAN
Judge of the Superior Court