

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ROB BONTA
Attorney General of California
NELI PALMA (SBN: 203374)
Senior Assistant Attorney General
KARLI EISENBERG (SBN: 281923)
NATALIE TORRES (SBN: 283571)
Supervising Deputy Attorneys General
ERICA CONNOLLY (SBN: 288822)
Deputy Attorney General
1300 I Street, Suite 125
P.O. Box 944255
Sacramento, CA 94244-2550
Telephone: (916) 210-7755
Fax: (916) 327-2319
E-mail: Erica.Connolly@doj.ca.gov
Attorneys for Plaintiff
People of the State of California

*Exempt from filing fees pursuant to
Government Code section 6103*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

THE CITY OF BEVERLY HILLS,

Defendant.

Case No.
[PROPOSED] STIPULATED FINAL JUDGMENT

1 Plaintiff, the People of the State of California (“Plaintiff” or “the People”), acting by and
2 through Rob Bonta, Attorney General of the State of California, and Defendant the City of
3 Beverly Hills (“the City” or “Defendant”) having stipulated to the entry of this Final Judgment
4 and Order (“Judgment”) without the taking of proof; and with all Parties having waived the right
5 to appeal; and the Court having considered the pleadings and good cause appearing:

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

7 **PARTIES AND FINDINGS**

8 1. The People of the State of California, by and through its Attorney General, Rob
9 Bonta (“Attorney General”), is charged with enforcement of, among other things, the California
10 Constitution, Article I, sections 1 and 1.1, and the Reproductive Privacy Act, Health and Safety
11 Code section 123460, et seq. (“Reproductive Privacy Act”).

12 2. Defendant the City of Beverly Hills is a municipal corporation organized and
13 existing under the laws of the State of California, of which the City is a political subdivision. The
14 City is governed by a five-member City Council.

15 3. The People and the City, as parties to this action (“Parties”) agree, solely for the
16 purposes of entry of this Judgment, that this Court has jurisdiction of the subject matter hereof
17 and over the Parties, venue is proper in this County, and this Court has jurisdiction to enter this
18 Judgment. This Judgment is entered pursuant to and subject to the California Constitution,
19 Article I, sections 1 and 1.1, and the Reproductive Privacy Act.

20 4. This Judgment is entered to resolve the People’s investigation of the City
21 undertaken by the People in connection with the City’s actions with regard to the attempt by
22 Consultants in Obstetric and Gynecologic Ultrasonography and Surgery, PLLC (“DuPont”) to
23 open a reproductive healthcare clinic in the City of Beverly Hills.

24 5. This Judgment shall apply to the claims under the California Constitution, Article
25 I, sections 1 and 1.1, and the Reproductive Privacy Act, as alleged in the Complaint filed in this
26 action (“Complaint”).

27 6. The City enters into this Judgment solely for the purpose of resolving the People’s
28 investigation. The Parties agree that the execution of this Judgment is done solely for the

1 purposes of compromise, and to eliminate the burden and expense of further litigation, and does
2 not constitute, and shall not be construed as, an admission of liability. The Parties further agree
3 that this Judgment shall not be used for any purpose in any litigation.¹ No part of this Judgment,
4 including its statements and commitments, shall constitute evidence or admission of any liability,
5 fault, or wrongdoing by the City.

6 7. This Judgment is made without trial or adjudication of any issue of fact or law and
7 without any concession or finding of wrongdoing or violations of any law, rule, or regulation, all
8 of which the City expressly denies. The Parties have voluntarily entered this Judgment to avoid
9 the time, expense, and uncertainty of litigation.

10 8. The People have conferred in good faith with the City and its attorneys, and the
11 Parties have agreed to resolve the allegations through this Judgment.

12 **APPLICABILITY**

13 9. All provisions of this Judgment shall be binding upon, and apply to the City,
14 including its agents acting within the scope of their agency as well as its successors and assigns
15 with respect to the conduct described in this Judgment.

16 10. The City has and will maintain the full power and authority to undertake the
17 duties and obligations set forth in this Judgment.

18 11. The City shall use reasonable efforts to notify its officers, directors, employees,
19 and agents responsible for performing and effecting the terms of this Judgment and the
20 requirements therein.

21 12. If an entity is established or reorganized so that its functions include overseeing or
22 otherwise reviewing the operations of the City or any aspect thereof, the City agrees to ensure that
23 such entity acts consistently with the terms of this Judgment and will incorporate the terms of this
24 Judgment into the oversight or review functions of the entity as necessary to ensure consistency.

25 **DEFINITIONS**

26 13. The following definitions shall be used in construing the Judgment:

27 _____
28 ¹ This document and its contents are not intended for use by any third party for any
purpose, including submission to any court for any purpose.

1 a. “California FACE Act” means California’s Freedom of Access to Clinic
2 and Church Entrances Act, Penal Code section 423, et seq.

3 b. “City Elected Official(s)” means and includes all elected City officials,
4 except the City Treasurer, including, but not limited to the mayor, vice mayor, and
5 councilmembers of the City.

6 c. “City Employee(s)” means and includes the City Attorney, the City
7 Manager, the Assistant City Manager, Deputy City Managers, the Director of Community
8 Development, the Assistant Director of Community Development/Building Official, the City
9 Planner, all members of the Community Development Department (both planning and building
10 divisions) who are members of the Management and Professional Employees Association, and the
11 Chief of Police, Police Captains, Police Lieutenants, and all sworn Police Officers.

12 d. “Effective Date” means the date on which a copy of the Judgment, duly
13 executed by the Parties, is approved by and becomes a Judgment/Order of the Court.

14 e. “Federal FACE Act” means the federal Freedom of Access to Clinic
15 Entrances Act, 18 U.S.C. § 248, et seq.

16 f. “Notify,” “notice,” or “notification” means written notice.

17 g. “Reporting Period” means five years from the Effective Date.

18 h. “Reproductive Healthcare Provider(s)” means a person or entity that is
19 involved in obtaining, seeking to obtain, providing, seeking to provide, or assisting or seeking to
20 assist another person with, at that other person’s request, Reproductive Health Services. (See
21 Pen. Code, § 423.1, subd. (g).)

22 i. “Reproductive Health Services” means services provided in a hospital,
23 clinic, physician’s office, or other facility and includes medical, surgical, counseling, or referral
24 services relating to the human reproductive system, including services relating to pregnancy or
25 the termination of a pregnancy. (See Pen. Code, § 423.1, subd. (f).)

26 **CITY’S FUTURE CONDUCT**

27 14. The City shall not discriminate against any Reproductive Healthcare Provider in
28 their provision of full and equal accommodations, advantages, facilities, privileges, or services, as

1 prohibited by the California Constitution, Article I, sections 1 and 1.1, and the Reproductive
2 Privacy Act. The City shall not interfere, obstruct, or otherwise withhold City resources,
3 including City permits and/or public safety resources, from Reproductive Healthcare Providers or
4 the owners of property where the Reproductive Healthcare Providers operate, in a discriminatory
5 manner, as prohibited by the California Constitution, Article I, sections 1 and 1.1, and the
6 Reproductive Privacy Act.

7 **AFFIRMATIVE ACTIONS**

8 15. During the Reporting Period, the City shall carry out the following affirmative
9 actions:

10 **I. RESOURCES FOR CITY EMPLOYEES, CITY ELECTED OFFICIALS & THE PUBLIC**

11 16. Within ninety (90) days of the Effective Date, the City shall develop or procure
12 materials that provide information for City Employees and City Elected Officials about the
13 California FACE Act, the Federal FACE Act, and California’s legal protections and access to all
14 forms of reproductive healthcare, as detailed in paragraphs 17 and 18 below (collectively
15 “Training Materials”).

16 17. The California FACE Act and Federal FACE Act portion of the materials shall
17 include: 1) details about the types of conduct that result in California FACE Act and/or Federal
18 FACE Act violations; 2) contact information for government entities where potential violations
19 can be reported, such as local law enforcement, federal law enforcement, and the Attorney
20 General; and 3) information about civil causes of action for potential violations of the California
21 FACE Act and/or Federal FACE Act.

22 18. Materials regarding California’s legal protections and access to all forms of
23 reproductive healthcare shall include:

- 24 a. The California Commission on Peace Officer Standards and Training
25 (POST) Anti-Reproductive-Rights Crimes Guidelines (last updated May
26 2023) and the POST Anti-Reproductive-Rights Crimes Bulletin, No.
27 2024-05, dated February 6, 2024, and any subsequent updates provided
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

by POST on Anti-Reproductive-Rights Crimes during the Reporting Period.

- b. The California Department of Justice Reproductive Rights Legal Bulletins, including: 1) Bulletin 2022-DLE-06, dated June 13, 2022, on the “California Freedom of Access to Clinic and Church Entrances Act and the Reproductive Rights Law Enforcement Act”; 2) Bulletin 2022-DLE-10, dated September 23, 2022, on the “Non-Extradition of Individuals Providing Care to Out-of-State Patients in California, or Other Persons in California Who Assist Out-Of-State Patients in Seeking Abortion Care in California”; 3) Bulletin 2022-DLE-13, dated October 20, 2022, on the “Recent Penal Code Amendments Prohibiting Law Enforcement from Cooperating with Other States’ Investigations of Abortions that are Legal in California.” The City shall update its Training Materials when a subsequent California Department of Justice Reproductive Rights Legal Bulletin is issued during the Reporting Period.
- c. The California Department of Justice Legislation Bulletins on new Reproductive Health Services legislation, including, materials citing best practices for implementing new laws, such as Assembly Bill No. 1242 (2022) Chapter 627, Statutes of 2022, “Legislation Protecting Digital Information on Abortion.”
- d. Materials reflecting the City’s compliance with Assembly Bill No. 1356 (2022) Chapter 191, Statutes of 2021, “Protecting Reproductive Health Clinic Patients,” including copies of the City’s written policies and standards for responding to anti-reproductive-rights calls as required by AB 1356.

19. Upon the City’s completion of procuring or creating the Training Materials, the City shall provide a copy of the Training Materials to the Attorney General.

1 20. Within one hundred fifty (150) days of the Effective Date, the City shall provide
2 the Training Materials to City Employees and City Elected Officials. The City may choose the
3 delivery method so long as the City has a reasonable basis for believing that City Employees and
4 City Elected Officials will receive the Training Materials and the City can confirm that each City
5 Employee and City Elected Official reviewed the Training Materials.

6 21. During the Reporting Period, the City shall publish the Training Materials
7 developed or procured in Section I on its publicly available website.

8 22. The City shall establish procedures for complaints to report potential violations of
9 any of the City’s legal obligations outlined in the Training Materials.

10 **II. TRAINING FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS**

11 23. Within one hundred twenty (120) days of the Effective Date, the City shall
12 develop a training module for City Employees and City Elected Officials about compliance with
13 State and Federal Reproductive Health Services laws (“Training Module”). The Training Module
14 shall educate City Employees and City Elected Officials about 1) the City’s obligations under
15 Article I, sections 1 and 1.1 of the California Constitution, the Reproductive Privacy Act, and the
16 Federal and California FACE Acts; 2) the procedures for complaints about potential violations of
17 the California Constitution, the Reproductive Privacy Act, and Federal and California FACE
18 Acts; 3) the types of conduct that result in violations of the California Constitution, Article I,
19 sections 1 and 1.1, the Reproductive Privacy Act, and Federal and California FACE Acts; 4)
20 contact information for government entities where potential violations can be reported, such as
21 local law enforcement, federal law enforcement, and the Attorney General; 5) information about
22 civil causes of action for potential violations of the California Constitution, Article I, sections 1
23 and 1.1, the Reproductive Privacy Act, and the California and Federal FACE Acts; and 6) the
24 reproductive rights materials outlined in Section I. The City shall provide a copy of the
25 presentation materials used for the Training Module to the Attorney General.

26 24. The City shall administer the Training Module to City Employees and City Elected
27 Officials within one hundred fifty (150) days of the Effective Date. The City shall administer the
28 Training Module to all City Employees and City Elected Officials no less frequently than once

1 every two (2) years (“Regular Administration”). For new City Employees, including new City
2 Elected Officials, the City shall administer the Training Module within sixty (60) days of the start
3 of employment.

4 25. During the Reporting Period, the City shall provide evidence to the Attorney
5 General that City Employees and City Elected Officials have received the Training Module in
6 compliance with this section. The City shall provide that evidence no later than thirty (30) days
7 after the conclusion of the Regular Administration of the Training Module.

8 26. During the Reporting Period, the City’s Police Department will coordinate with
9 the California Attorney General’s Office to provide Roll Call Training for Law Enforcement
10 Officers on reproductive rights, no less frequently than once every two (2) years during mutually
11 agreeable dates and times.

12 **III. APPOINTMENT OF REPRODUCTIVE JUSTICE COMPLIANCE OFFICER(S)**

13 27. Within thirty (30) days of the Effective Date, the City shall appoint one or more
14 individuals responsible for developing or procuring the Training Materials and Training Module
15 outlined in Sections I and II (“Reproductive Justice Compliance Officer”). The appointee(s) shall
16 also be responsible for disseminating and overseeing the employee Training Module and Training
17 Materials as well as tracking/documenting compliance as outlined in Section II.

18 28. During the Reporting Period, the City shall be responsible for regularly updating
19 the Training Materials and Training Module to reflect any updates to California law and guidance
20 provided by the California Attorney General’s Office.

21 **REPORTING PERIOD AND ACCESS**

22 29. Compliance with the Judgment shall be overseen by the Attorney General.

23 30. For five (5) years from the Effective Date, the City shall provide yearly reports
24 that demonstrate the City’s compliance with any provision(s) of this Judgment.

25 31. The Attorney General may also make reasonable requests to the City Attorney to
26 speak with City Employees and City Elected Officials as part of their efforts to ensure compliance
27 with and implementation of this Judgment. The City shall ensure that the Attorney General has
28 reasonable access to speak with such individuals, and the City shall make them available for such

1 purpose within a reasonable time following the Attorney General’s written request. The City
2 Employees and City Elected Officials to whom the Attorney General requests to speak pursuant
3 to this section will be informed that their participation is voluntary and that they have the option
4 to request the presence of a person of their choice, including attorneys representing them, in any
5 meeting or conversation with the Attorney General.

6 **ENFORCEMENT AND RELEASE**

7 32. Following the Attorney General’s receipt of the City’s Training Materials under
8 Section I, the Attorney General releases and forever discharges any civil claim or cause of action,
9 including any civil action for damages, costs, attorneys’ fees, fines, penalties of any kind, or
10 injunctive relief against “Released Parties” that the Attorney General has asserted, or reasonably
11 could have asserted, whether known or unknown, concerning the Covered Conduct, as referenced
12 in paragraph 33, below. For purposes of this paragraph, the term “Released Parties” shall include
13 the City and all its past and present officers, Elected Officials, directors, employees,
14 representative agents, attorneys, affiliates, subsidiaries, parent companies, predecessors,
15 successors, and assigns.

16 33. “Covered Conduct” means 1) the City’s meetings and communications with
17 DuPont; 2) the City’s meetings and communications with DE BHMC, LLC, Douglas Emmett
18 Management, LLC, and Douglas Emmett, Inc. (collectively “Douglas Emmett”) regarding
19 DuPont operating in Beverly Hills; 3) the City’s meetings and communications with anti-abortion
20 activists; and 4) the City’s actions with regard to DuPont’s efforts to open a reproductive
21 healthcare clinic in the City of Beverly Hills.

22 34. Other than as set forth in paragraphs 32 and 33 above, nothing in this Judgment
23 shall be construed to limit the authority or ability of the Attorney General to assert its right to
24 protect the interests of the State of California or the people of the State of California, nor shall
25 this Judgment be construed to limit the authority of the City to protect the interests of its residents
26 and visitors. This Judgment shall not bar the Attorney General from investigating and enforcing
27 laws, regulations, or rules against the City for conduct subsequent to this Judgment, or to seek
28

1 enforcement or penalties under the Civil Code or for any violations of this Judgment, as
2 applicable.

3 35. Other than as set forth in paragraphs 32 and 33 above, nothing in this Judgment
4 limits the powers vested in the Attorney General by the California Constitution and state law,
5 including California Government Code section 11180 et seq., to oversee or enforce any California
6 laws or regulations, whether addressed in this Judgment or not, nor shall this Judgment limit the
7 powers vested in the City by the California Constitution and state law. The Attorney General
8 may use these powers, where applicable, to ensure the City's compliance with the terms of the
9 Judgment, or to address distinct or unrelated investigations or the enforcement of the laws of the
10 State of California. Nothing in this Judgment shall abrogate the confidentiality of any materials
11 or information obtained by the Attorney General during its investigation of the City, except as
12 provided by law.

13 36. This Judgment may be enforced only by the Parties hereto. Nothing in this
14 Judgment shall provide any rights or permit any person or entity not a party hereto to enforce any
15 provision of this Judgment.

16 37. The Attorney General represents the People in this action and executes this release in
17 his official capacity; provided, however, the Attorney General releases only those claims as
18 described in paragraphs 32 and 33 above. This release does not release or bar any rights or causes
19 of action belonging to any state agency other than the Attorney General whether or not in the
20 name of the People of the State of California.

21 **MISCELLANEOUS PROVISIONS**

22 38. The terms of this Judgment shall be governed by the laws of the State of
23 California.

24 39. Nothing in this Judgment shall be construed as relieving the City of the obligation
25 to comply with all local, state, and federal laws, regulations, or rules. Moreover, nothing in this
26 Judgment shall obviate the City from meeting any more stringent requirements which may be
27 imposed hereinafter by any changes in applicable law and/or legally binding legislation,
28 regulations, ordinances, and/or permits. This Judgment shall not be admissible or binding against

1 the City in any action brought by any other person or public body against the City in any respect,
2 other than in connection with this Judgment's enforcement, and does not constitute a basis for the
3 introduction of the Judgment as prima facie evidence against the City in any action or proceeding.

4 40. This Judgment shall not be construed or used as a waiver or limitation of any
5 defense otherwise available to the City in any other action, or of the City's right to defend from,
6 or make any arguments in, any private individual action, or any other governmental or regulatory
7 action relating to the subject matter or terms of this Judgment.

8 41. The City is represented by and has consulted with counsel in connection with the
9 decision to enter into this Judgment.

10 42. If any portion of this Judgment is held invalid by operation of law, the remaining
11 terms of this Judgment shall not be affected and shall remain in full force and effect.

12 43. This Judgment contains the complete agreement entered into by the Attorney
13 General and the City related to the Covered Conduct. No promises, representations, or warranties
14 other than those set forth in this Judgment have been made by the Attorney General or by the
15 City. This Judgment supersedes all prior communications, discussions, or understanding
16 regarding the Attorney General's investigation of the City regarding the Covered Conduct,
17 whether oral or in writing.

18 44. The Attorney General may, at his or her sole discretion, agree in writing to provide
19 the City with additional time to perform any act required by this Judgment.

20 45. The Judgment may be modified by a stipulation of the Parties as approved by the
21 Court, or by court proceedings resulting in a modified judgment of the Court.

22 46. Any failure by any party to enforce any provision of this Judgment shall not be
23 deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such
24 failure, shall have the right thereafter to insist upon the specific performance of any and all of the
25 provisions of this Judgment.

26 47. Jurisdiction is retained by the Court for the purpose of enabling any party to the
27 Judgment to apply to the Court at any time for such further orders and directions as may be
28

1 necessary or appropriate for the construction, performance, or enforcement of this Judgment, and
2 for the punishment of violations hereof, if any.

3 48. The Parties agree and represent that any persons signing this Judgment are
4 authorized by proper authorities to execute this Judgment on their behalf. By signing below, the
5 Parties agree to comply with all terms of the Judgment.

6 49. This Judgment may be executed in counterparts, and a facsimile or .pdf signature
7 shall be deemed to be, and shall have the same force and effect as, an original signature.

8 50. All notices shall be provided to the following via email and overnight mail. The
9 documents under paragraphs 19, 23, 25, and 30 shall be provided to the Attorney General via
10 email:

11 Erica Connolly
12 Deputy Attorney General
13 Office of the Attorney General
14 California Department of Justice
15 1300 I Street, Suite 925
16 Sacramento, CA 95814
17 Erica.Connolly@doj.ca.gov

18 Notice to the City of Beverly Hills:

19 Laurence S. Wiener
20 City Attorney
21 City of Beverly Hills
22 455 N. Rexford Drive, Room 230
23 Beverly Hills, CA 90210
24 LWiener@rwglaw.com

25 Notice to the City's Attorneys:

26 Daniel R. Suvor
27 Lauren Kaplan
28 O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071
Phone: (213) 430-6000
dsuvor@omm.com
lkaplan@omm.com

51. Any Party may update its designee or address by sending written notice to the other

1 Party informing them of the change.

2 52. The Clerk is ordered to enter this Judgment forthwith.

3

4

APPROVAL BY COURT

5

6 APPROVED FOR FILING and SO ORDERED this ____ day of _____, 2024.

7

8

9

JUDGE OF THE SUPERIOR COURT

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28