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ARLO SMITH, STATE BAR NO.: 24122  
District Attorney  
880 Bryant Street, Rm. 300  
San Francisco, California 94103-4953  
Telephone: (415) 553-1752

Attorneys for the Plaintiff  
PEOPLE OF THE STATE OF CALIFORNIA

ENDORSED  
11 11 1983  
San Francisco  
ALVIN M. JEFF  
BY EVE

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

PEOPLE OF THE STATE OF CALIFORNIA, )  
Plaintiff, )  
v. )  
ANTI-DEFAMATION LEAGUE OF B'NAI )  
B'RITH AND ROY E. BULLOCK, )  
Defendants. )

No. **956416**  
COMPLAINT FOR INJUNCTION  
(Business and Professions  
Code Section 17200)

On information and belief, Plaintiff alleges that:

1. The alleged civil violation of law described herein has been carried out in full or in part within the City and County of San Francisco. The authority of the San Francisco District Attorney, Arlo Smith, to bring this action is derived from California Business and Professions Code Sections 17204 and 17206.

2. Anti-Defamation League of B'nai B'rith (hereafter "League") is a not-for-profit corporation, incorporated under

1 the laws of the District of Columbia, with its principal place  
2 of business in New York.

3 3. Roy E. Bullock is a resident of the City and  
4 County of San Francisco.

5 4. Plaintiff is informed and believes that, on a  
6 date or dates unknown to the plaintiff but within not more than  
7 four years prior to the filing of this complaint, defendants,  
8 on one or more occasions, received, directly or indirectly,  
9 certain non-public documents and/or other information that are  
10 precluded by law from disclosure to the defendants. Such  
11 conduct, if proven, constitute an unfair practice within the  
12 meaning of Business and Professions Code §17200.

13 PRAYER

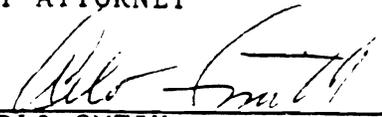
14 Wherefore, plaintiff prays as follows:

15 1. That, pursuant to Business and Professions Code  
16 §17203, defendants be permanently restrained and enjoined from  
17 the civil violations above alleged.

18 2. For such other and further relief as may be  
19 proper.

20 DATED: November , 1993 Respectfully submitted,

21 ARLO SMITH  
22 DISTRICT ATTORNEY

23 BY:   
24 ARLO SMITH  
DISTRICT ATTORNEY

25 Attorney for Plaintiff  
26 PEOPLE OF THE STATE OF CALIFORNIA

ENDORSED  
FILED

San Francisco County Superior Court

2015 1993

ALAN M. CARLSON, Clerk  
BY: EVELYN L. STANETT  
City Clerk

1 ARLO SMITH  
2 District Attorney  
3 State Bar #24122  
4 880 Bryant Street, Room 300  
5 San Francisco, CA 94103-4953  
6 Telephone: (415) 553-1752

7 Attorneys for the Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

10 PEOPLE OF THE STATE OF CALIFORNIA, )  
11 Plaintiff, )  
12 v. )  
13 ANTI-DEFAMATION LEAGUE OF )  
14 B'NAI B'RITH AND ROY E. )  
15 BULLOCK )  
16 Defendants )

No. **956416**  
FINAL JUDGMENT AND PERMANENT  
INJUNCTION BY STIPULATION  
PURSUANT TO CALIFORNIA CODE OF  
CIVIL PROCEDURE SECTION 998

16 The People of the State of California ("The People") appe  
17 through Arlo Smith, District Attorney of San Francisco;  
18 Anti-Defamation League of B'nai B'rith ("League") appears through  
19 counsel Jerrold M. Ladar and Roy E. Bullock ("Bullock") appears  
20 through counsel Robert J. Breakstone.

21 It appearing to the Court that the parties hereto have,  
22 following and pursuant to a timely offer by defendants under  
23 California Code of Civil Procedure Section 998 to compromise this  
24 action which has been accepted by the People, stipulated and  
25 consented to the entry of this judgment under California Code of  
26 Civil Procedure Section 998, as part of a compromise settlement of

1 this civil action, without the taking of proof, without trial and  
2 without the admission or adjudication of any liability, or of any  
3 issue of fact or of law raised by the Complaint herein, and the  
4 Court having considered the matter and good cause appearing  
5 therefor,

6

7 IT IS HEREBY ORDERED that:

8 1. This Court has jurisdiction of the subject matter herein  
9 and over the parties thereto;

10

11 2. Pursuant to California Business and Professions Code  
12 section 17203, defendants League and Bullock and/or any  
13 entity over which League has control are hereby enjoined  
14 and restrained from directly or through a third party (e.g.  
15 a private investigator or fictitious entity) obtaining any  
16 document or other information from an employee or officer  
17 of the State of California, or any City or County or any  
18 agency or subdivision thereof, when the defendant knows at  
19 the time it obtains such document or information that the  
20 employee or officer is precluded by law from disclosing it  
21 to defendants; provided, however, that nothing herein shall  
22 prevent defendants: (a) from obtaining any document or  
23 information that is otherwise public or that is not  
24 expressly precluded by law from disclosure to defendants or  
25 (b) from gathering, acquiring, receiving, using or  
26 disseminating documents and/or information in any lawful or  
constitutionally protected manner.

1 3. League shall take reasonable steps to inform its current  
2 and future employees in California of the terms of this  
3 Order and applicable California law.  
4 IT IS SO ORDERED.

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DATED: NOV 15 1993, 1993.

**RAYMOND J. ARATA, JR.**  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

APPROVED AS TO FORM:

LAW OFFICES OF JERROLD M. LADAR                      ARLO SMITH, DISTRICT ATTORNEY

By: *Jerrold M. Ladar*  
Jerrold M. Ladar  
Attorneys for Anti-Defamation  
League of B'nai B'rith

By: *Arlo Smith*  
Arlo Smith

LANDELS, RIPLEY & DIAMOND

By: *Robert J. Breakstone*  
Robert J. Breakstone  
Attorneys for Roy E. Bullock

November 15<sup>th</sup> 1993

Arlo Smith, Esq.  
District Attorney  
732 Brannan Street  
San Francisco, CA 94103-4953

Re: People of the State of California v.  
Anti-Defamation League of B'nai B'rith and Roy E. Bullock

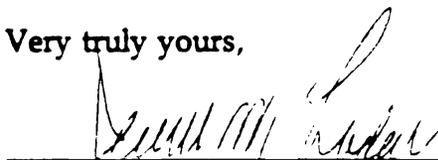
Dear Mr. Smith:

We understand that your office has today filed a complaint for injunctive relief under California Business and Professions Code § 17200 against the Anti-Defamation League ("the League") and Roy E. Bullock. We represent, respectively, the League and Mr. Bullock.

By this letter, pursuant to California Code of Civil Procedure § 998, and without any admission of liability or of any fact or issue of law raised by the complaint, the League and Mr. Bullock offer to compromise the claims raised by the complaint, and to allow judgment to be taken, in accordance with the terms and conditions set forth in the enclosed Settlement Agreement and Proposed Final Judgment and Permanent Injunction By Stipulation Pursuant to California Code of Civil Procedure § 998.

Please advise us at your earliest convenience regarding the People's response to this offer.

Very truly yours,



\_\_\_\_\_  
Jerrold M. Ladar  
LAW OFFICES OF JERROLD M. LADAR

Attorneys for  
ANTI-DEFAMATION LEAGUE  
OF B'NAI B'RITH



\_\_\_\_\_  
Robert J. Breakstone  
LANDELS, RIPLEY & DIAMOND

Attorneys for ROY E. BULLOCK

# DISTRICT ATTORNEY

ARLO SMITH  
DISTRICT ATTORNEY



ROBERT M. PODESTA  
CHIEF ASSISTANT  
DISTRICT ATTORNEY

## SAN FRANCISCO

880 BRYANT STREET, SAN FRANCISCO 94103 TEL. (415) 553-1752

November 15, 1993

Jerrold M. Ladar, Esq.  
Law Offices of Jerrold M. Ladar  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3384

Robert J. Breakstone, Esq.  
Landels, Ripley & Diamond  
Hills Plaza  
350 Steuart Street  
San Francisco, CA 94105-1250

Re: People of the State of California v.  
Anti-Defamation League of the B'nai B'rith  
and Roy E. Bullock

Dear Mr. Ladar and Mr. Breakstone:

By this letter, the San Francisco District Attorney's Office hereby accepts your offer of compromise made pursuant to California Code of Civil Procedure Section 998, as set forth in your letter dated November 13, 1993.

Very truly yours,

  
ARLO SMITH  
District Attorney

SETTLEMENT AGREEMENT, RELEASE  
AND COVENANT NOT TO SUE OR PROSECUTE

This Settlement Agreement, Release and Covenant Not to Sue or Prosecute ("Agreement") is made by and between the Office of the San Francisco District Attorney ("SFDA"), Anti-Defamation League of B'nai B'rith ("League") and Roy E. Bullock ("Bullock") this 13<sup>th</sup> day of November, 1993.

RECITALS

A. The SFDA has conducted an investigation into the alleged gathering and dissemination of non-public documents and/or information from non-public documents by one or more public employees. As a part of this investigation, the SFDA has obtained and reviewed documents from a number of sources including League and Bullock and conducted interviews and engaged in other evidence gathering activities.

B. As a result of its investigation, the SFDA believes that on multiple occasions within the past four years, League and/or Bullock received, directly or indirectly, certain non-public government documents and/or government information from non-public documents, the dissemination or possession of which is illegal.

C. The SFDA has filed a complaint against League and Bullock (collectively "Defendants") alleging violation of California Business and Professions Code Section 17200, and seeking injunctive relief, in an action captioned People of the State of California v. Anti-Defamation League of B'nai

B'rith and Roy E. Bullock, No. 956416 (Superior Court of the State of California for the County of San Francisco) (hereinafter "the Action").

D. League denies that it, or any of its officers, directors, or employees, has knowingly acquired non-public documents or information, the dissemination or possession of which is illegal, or that it, or any of its officers, directors, or employees, has violated the law in any respect whatsoever. By way of example, but not limitation, League denies any and all allegations of wrongdoing set forth in the Action. Bullock similarly denies that he has violated the law in any respect whatsoever and denies any and all allegations of wrongdoing set forth in the Action.

E. Following the filing of the Complaint in the Action, and pursuant to California Code of Civil Procedure Section 998 ("C.C.P. §998"), Defendants by letter to the SFDA dated November 15, 1993 offered to compromise the Action, without the admission of any liability or of any fact or issue of law raised in the Complaint, by: (1) agreeing to the entry of a final injunction precluding them from engaging in certain specified illegal activities in the future; and (2) entering into the settlement set forth in this Agreement. By letter dated November 15, 1993, the SFDA accepted Defendants' offer to compromise. A true and correct copy of Defendants' offer to compromise pursuant to C.C.P. §998 is annexed hereto as Exhibit 1. A true and correct copy of the SFDA's acceptance of the offers is annexed hereto as Exhibit 2.

F. The SFDA and Defendants agree that litigation concerning Defendants' activities would involve disputed issues of fact and law and that

such litigation would be expensive and time-consuming both to the SFDA and Defendants. For this reason, and pursuant to Defendants' accepted offer to compromise under C.C.P. §998, the parties agree to this Agreement on the terms set forth below.

### A G R E E M E N T

1. Pursuant to C.C.P. §998, Defendants have offered to finally compromise and resolve the Action on the basis of a Proposed Final Judgment and Permanent Injunction By Stipulation Pursuant to California Code of Civil Procedure Section 998 ("Proposed Injunction"). The SFDA has accepted Defendants' offer.

2. Defendants and the SFDA agree that, pursuant to C.C.P. §998, they will file with the Court in the Action: (a) true and correct copies of Defendants' offer to compromise and the SFDA's acceptance of the offer (Exhibits 1, and 2 hereto); and (b) the Proposed Injunction, in the form as follows:

"Pursuant to California Business and Professions Code Section 17203, defendants League and Bullock and/or any entity over which League has control are hereby enjoined and restrained from directly or through a third party (e.g. a private investigator or fictitious entity) obtaining any document or other information from an employee or officer of the State of California, or any City or County or any agency or subdivision thereof, when the defendant knows at the time it obtains such document or information that the employee or officer is precluded by law from disclosing it to defendants; provided however, that nothing herein shall prevent defendants: (a) from obtaining any document or information that is otherwise public or that is not expressly precluded by law from

disclosure to defendants or (b) from gathering, acquiring, receiving, using or disseminating documents and/or information in any lawful or constitutionally protected manner."

The Proposed Injunction is annexed hereto as Exhibit 3, for entry by the Court in the Action, effectuating Defendants' agreement as set forth in Paragraph 1 hereof.

3. In consideration of the foregoing agreement by Defendants, the SFDA hereby releases and discharges Bullock, League and League's current or former officers, directors and employees from any and all claims asserted in the Action, or that could have been asserted in the Action involving or relating to (a) the gathering, possession and/or dissemination of any document and/or information of any kind and from any source whatsoever and/or (b) criminal tax liabilities or deficiencies, including for insurance or tax contributions, withholding or other similar matters, in respect to any alleged failure by League to withhold and/or pay taxes on account of Roy Bullock. The SFDA further covenants and agrees that, other than the Action, the SFDA will not institute any criminal or civil proceeding against Bullock, League or any of League's current or former officers, directors or employees based upon or related to the gathering, possession and/or dissemination of any document and/or information of any kind and from any source whatsoever; nor will the SFDA institute any suit or proceeding against Bullock, League or any of League's current or former officers, directors or employees based upon or related to any alleged criminal tax liabilities or deficiencies, including for

insurance or tax contributions, withholding or other similar matters, in respect to any alleged failure by League to withhold and/or pay taxes on account of Roy Bullock. For purposes of this Agreement, the term "employee" shall be deemed to mean a person on whose account League has paid payroll taxes as required by applicable state law.

4. League agrees to create a Hate Crimes Reward Fund (the "Fund") to provide monetary rewards for information leading to the arrest and/or conviction of the perpetrators of hate crimes. League further agrees that the Fund will be established in the amount of \$25,000, which sum will be delivered to the SFDA upon entry of the Proposed Injunction herein. When and if needed, from time to time, upon notification from the SFDA, League will ensure that the fund will be maintained at a \$25,000 level during a 24-month period from the date of this agreement, the total funds not to exceed \$50,000.

5. The League agrees to pay the costs of training SFDA employees for the SFDA's Legal Lives Program. This program will benefit San Francisco Public School children and is designed to reduce hate, intolerance and violence in San Francisco. The training will be conducted by the King's County District Attorney's Office, Brooklyn, New York, which presently has such a program. The cost of training materials and transportation for this program is not to exceed \$25,000.

6. This Agreement is entered into for the sole purpose of compromising and resolving disputed claims and nothing provided for herein shall be taken as an admission of any wrongdoing or violation of law whatsoever, or of any liability, fact or issue of law alleged or asserted in the Action.

It is the intent of the parties that the compromise settlement effected

by this Agreement, including but not limited to the Proposed Injunction to be entered by the Court pursuant to Defendants' accepted offer to compromise under C.C.P. §998, shall operate only to resolve any claims described in this Agreement the SFDA may have against Bullock, League and/or League's current or former officers, directors and employees as provided herein.

7. The parties hereto, respectively, represent that they have been fully advised by counsel concerning the terms and effect of this Agreement and that it has been freely and voluntarily entered into by them.

8. The SFDA agrees not to aid, directly or indirectly, the bringing or maintenance of any civil action or proceeding against Bullock, League or League's officers, directors or employees by any other person or non-governmental entity; provided, however, that nothing herein shall prevent the SFDA from complying with any lawful civil process or other legal obligation. Except as otherwise specifically provided, nothing herein shall be construed to prevent the SFDA from cooperating with any other government agency.

9. The SFDA asserts that certain specified original documents: (a) are required for the prosecution by the SFDA of other pending or potential criminal cases ("Investigation Documents") and/or (b) are not the property of Defendants and cannot lawfully be possessed by Defendants ("Retained Documents"). For their part, Bullock and League do not agree that any documents obtained from them by the SFDA are not their property or cannot lawfully be possessed by them. With each party expressly reserving its legal position, and without resolution of any issue relating to such disagreement,

the parties agree that the following procedures shall govern the Investigation Documents and the Retained Documents:

(a) Each defendant shall be entitled to a copy of all Investigation Documents obtained from such defendant unless it is also a Retained Document.

(b) Within thirty days after the conclusion of any criminal investigation or criminal proceeding involving the Investigation Documents, the Investigation Documents shall be returned to the party from whom they were obtained, except for the Retained Documents.

(c) The SFDA shall use the Investigation Documents only in connection with government investigations and/or proceedings. They may be provided only to those persons employed by the San Francisco District Attorney's Office or government employees authorized to assist in criminal or civil investigations or proceedings involving the Investigation Documents. Such documents may be shown, but not provided, to prospective witnesses solely in connection with such investigations or proceedings.

(d) The SFDA shall permit League and Bullock to inspect the Retained Documents obtained, respectively, from such party. Immediately following the conclusion of any criminal investigation or criminal proceeding involving the Retained Documents, they will be placed in a secured facility in sealed containers and will thereafter be retained by the SFDA. The Retained Documents and their contents shall not be provided, disclosed or otherwise

made available, in whole or in part, to any person whatsoever except in response to court order.

(e) In the event that any third party shall at any time seek access by subpoena, freedom of information request, or other legal process or otherwise to the Investigation Documents and/or the Retained Documents, or any of them, the SFDA shall promptly notify Defendants and Defendants shall be provided with an opportunity to appear and be heard in opposition to such request.

10. Except as specifically provided in paragraph 9 above, concurrent with the execution of this Agreement, the SFDA shall return to League and Bullock all documents obtained from them, or either of them, voluntarily or through legal process, together with all copies of such documents.

11. Bullock and League, on behalf of itself and its current or former officers, directors and employees, hereby release and discharge the SFDA and the San Francisco Police Department and each of their respective employees, from any and all claims concerning the manner in which their investigation of this matter was conducted.

12. This Agreement is not intended to bind any other government agency other than the San Francisco District Attorney's Office.

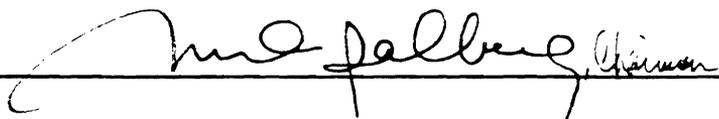
13. This Agreement is not intended to be confidential. It may be provided to any person or entity by the People, or by League or Bullock as they may, respectively and in their sole discretion, elect.

This Agreement shall be effective as of the date first set forth above.

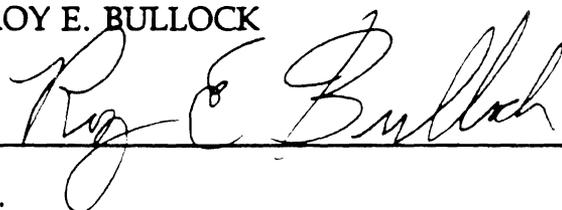
OFFICE OF THE SAN FRANCISCO  
DISTRICT ATTORNEY

By 

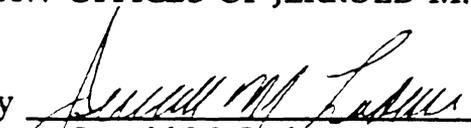
ANTI-DEFAMATION LEAGUE OF B'NAI B'RITH

By 

ROY E. BULLOCK



APPROVED AS TO FORM:  
LAW OFFICES OF JERROLD M. LADAR

By   
Jerrold M. Ladar  
Attorneys for Anti-Defamation  
League of B'nai B'rith

LANDELS, RIPLEY & DIAMOND

By   
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Attorneys for Roy E. Bullock