

AUG 08 2017

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Counsel for all Plaintiffs

(Additional Counsel Listed After Caption)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

RUBICON PROGRAMS, AMERICAN
CIVIL LIBERTIES UNION OF
NORTHERN CALIFORNIA, HENRY
WASHINGTON,

Plaintiffs,

v.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SOLANO, THE
HONORABLE ROBERT C. FRACCHIA,
Presiding Justice of Solano County Superior
Court,

Defendants.

CASE NO. FCS047212

Assigned for all purposes to Hon. Leslie C.
Nichols

**JOINT REQUEST FOR
CONDITIONAL DISMISSAL WITH
PREJUDICE; JOINT REQUEST FOR
RETENTION OF JURISDICTION
FOR ENFORCEMENT; [PROPOSED]
ORDER**

**JOINT REQUEST FOR CONDITIONAL DISMISSAL AND FOR RETENTION OF JURISDICTION;
[PROPOSED] ORDER**

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Counsel for all Plaintiffs

1
2 PLEASE TAKE NOTICE that, upon a Settlement and Release Agreement entered into by
3 all parties, a copy of which is attached hereto as Exhibit A and the terms of which are
4 incorporated by reference herein, and pursuant California Rule of Court 3.1385(c), Plaintiffs
5 Rubicon Programs, American Civil Liberties Union of Northern California, and Henry
6 Washington hereby conditionally dismiss all Defendants with prejudice from this action in its
7 entirety. Plaintiffs will enter a dismissal with prejudice against all parties eighteen (18) months
8 after the date on which all parties shall have signed this Joint Notice of Dismissal. *See* CRC
9 3.1385(c)(1).
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11 All parties hereby request that, pursuant to Code of Civil Procedure § 664.6, Judge Leslie
12 C. Nichols of this Court retain jurisdiction over the parties to enforce the Settlement and Release
13 Agreement.
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1 Dated: 8/4/17

Jones Day

2
3 By: 
4 Nathaniel P. Garrett

5 Attorneys for Defendants
6 SUPERIOR COURT OF CALIFORNIA
7 COUNTY OF SOLANO, THE HONORABLE
8 ROBERT C. FRACCHIA

9 Dated:

Bay Area Legal Aid

10
11 By: _____
12 Rebekah Evenson

13 Attorneys for Plaintiffs
14 RUBICON PROGRAMS, HENRY
15 WASHINGTON

16 Dated:

American Civil Liberties Union Foundation of
Northern California

17
18 By: _____
19 Micaela Davis

20 Attorneys for Plaintiff
21 AMERICAN CIVIL LIBERTIES UNION
22 OF NORTHERN CALIFORNIA
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Dated:

Jones Day

By:


Nathaniel P. Garrett

Attorneys for Defendants
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO, THE HONORABLE
ROBERT C. FRACCHIA

Dated: 8/4/2017

Bay Area Legal Aid

By:


Rebekah Evenson

Attorneys for Plaintiffs
RUBICON PROGRAMS, HENRY
WASHINGTON

Dated: 8/4/2017

American Civil Liberties Union Foundation of
Northern California

By:


~~Michaela Davis~~ Christine Sun

Attorneys for Plaintiff
AMERICAN CIVIL LIBERTIES UNION
OF NORTHERN CALIFORNIA

ORDER

Upon the request of the parties, and good cause appearing, IT IS HEREBY ORDERED:

1. This action is conditionally dismissed with prejudice as to all parties.
2. Plaintiffs shall enter a dismissal with prejudice against all parties (18) months after the date on which all parties have signed the Joint Request for Conditional Dismissal.
3. Judge Leslie C. Nichols of this Court retains jurisdiction over the parties to enforce the Settlement and Release Agreement.

Dated: _____

Judge of the Superior Court

EXHIBIT A

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is made and entered into between Plaintiffs Rubicon Programs, American Civil Liberties Union of Northern California, and Henry Washington (hereafter collectively, “Plaintiffs”), and Defendants Superior Court of California, County of Solano (“Solano County Superior Court” or “Solano Court”) and the Honorable Robert C. Fracchia, Presiding Judge (hereafter collectively, “Defendants”). Plaintiffs and Defendants may hereafter be referred to together as the “Parties.”

RECITALS

1. On June 15, 2016, Plaintiffs filed their Verified Complaint for Declaratory and Injunctive Relief in the action entitled *Rubicon Programs, et al. v. Superior Court of California, County of Solano, et al.*, Case No. FCS047212, California Superior Court, County of Solano (the “Complaint”).

2. In the Complaint, Plaintiffs alleged, *inter alia*, that the Solano County Superior Court improperly acts to suspend the driver’s licenses of California motorists for failure to pay traffic fines or appear to contest traffic tickets, without giving individuals adequate notice and opportunity to be heard on their ability to pay, and without making a finding that the failure to pay or appear was willful.

3. In the Complaint, Plaintiffs alleged that the actions of the Defendants violated various provisions of the California Vehicle Code and rights guaranteed under the California and United States Constitutions.

4. The Solano County Superior Court has taken affirmative actions to modify its forms and procedures relating to ability to pay determinations in Solano County Superior Court.

5. Without agreeing that the allegations or claims of the Plaintiffs were true or that they constituted valid causes of action, Defendants have agreed to take certain steps, described more fully below, to address the claims in Plaintiffs’ complaint. Plaintiffs, for their part, have agreed that the changes agreed to by Defendants are sufficient to resolve the concerns that led to the filing of the Complaint.

6. The Parties now desire to settle all claims and causes of action arising out of and related in any way to the circumstances alleged in the Complaint, on the basis of the representations and promises set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the recitals above, and the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree, covenant, and represent as follows:

A. CHANGES TO FORMS OF SOLANO COUNTY SUPERIOR COURT.

1. Within 90 days of the approval by the Parties of this Agreement, the Solano County Superior Court shall implement the following changes:
 - (a) License Suspensions: Solano County Superior Court shall update its computer programs so that, upon notice of a traffic defendant's failure to pay or failure to appear, the Clerk's Office shall not enter charges against traffic/infraction defendants pursuant to Vehicle Code sections 40508(a) or (b), nor will the Solano County Superior Court report to the DMV that any traffic defendant has violated Vehicle Code section 40508(a), unless otherwise ordered by a judicial officer of the Court or required by law. The Solano County Superior Court is aware of and shall abide by the terms of California Vehicle Code sections 40509 and 40509.5.
 - (b) In the event that any judicial officer orders that charges be entered pursuant to Vehicle Code sections 40508(a), the Solano County Superior Court Clerk's Office shall provide the traffic/infraction defendant with notice and information on how to request a hearing pursuant to Vehicle Code 40508.
2. Within 30 days of the approval by the Parties of this Agreement, the Solano County Superior Court shall implement the following changes to its forms:
 - (a) Notice Prior to Finding a Failure to Pay. Solano County Superior Court agrees to implement changes to the forms that it provides to traffic/infraction defendants so that all such forms notify traffic/infraction defendants of their right to seek an "ability to pay" determination at any time between the issuance of a ticket and the time when the fines and fees are paid in full. The Parties have agreed to the changes reflected in Exhibits 1-4, attached hereto, and as follows:
 - (i) The Solano County Superior Court sends a courtesy notice to all traffic/infraction defendants upon issuance of a traffic ticket. This is Solano County Superior Court's first communication with traffic/infraction defendants. The agreed-upon revised "courtesy

notice” is attached hereto as Exhibit 1, and incorporated herein by reference.

- (ii) The Solano County Superior Court provides a “notice of rights” form to all traffic/infraction defendants who appear in traffic court for any reason. The agreed-upon revised “notice of rights” form is attached hereto as Exhibit 2, and incorporated herein by reference.
- (iii) The Solano County Superior Court provides traffic/infraction defendants who appear in traffic court with an oral advisement of their right to ask Solano County Superior Court for a determination of their ability to pay court fines and fees, consistent with the “notice of rights” form (Exhibit 2).
- (iv) The Solano County Superior Court will post a notice of defendants’ right to an ability to pay determination in the clerks’ offices where traffic/infraction citations are processed. Such notice will be consistent with the “notice of rights” form (Exhibit 2).
- (v) The Solano County Superior Court permits traffic/infraction defendants to demonstrate inability to pay orally in court or in writing using a “declaration form.” The declaration form will be available on the court’s website, and at the clerk’s office. The agreed-upon revised “declaration form” is attached hereto as Exhibit 3, and incorporated herein by reference.
- (vi) If the Solano County Superior Court enters a judgment against any traffic/infraction defendant which requires that defendant to pay an amount of traffic fines or fees, and the defendant fails to pay the ordered amount in the time specified by the judgment, third-party GC Services Limited Partnership (“GC Services”) sends the traffic defendant a “failure to pay notice.” The Parties understand that GC Services has agreed to revise its “failure to pay notice” to: (A) include information about a defendant’s right to request an ability to pay determination at any time that the judgment remains unpaid, (B) include information about how to request an ability to pay determination, including Solano Superior Court’s physical addresses, phone numbers, and the web address where defendants can find Solano’s Court Declaration Form, and (C) include notice that the defendant has 20 days to pay bail, request an ability to pay determination, or demonstrate good cause for failing to pay, or a civil assessment of up to \$300 will be applied, and (D) exclude any references to license suspensions or holds. The Solano County Superior Court will request that GC Services consult a readability expert on its “failure to pay notice.” Finally, the Parties

understand that GC Services has agreed to complete these revisions within four months of the execution of this Agreement and that Solano County Superior Court shall provide Plaintiffs' counsel with the final version of this GC Services notice upon its completion. Thereafter, the parties shall comply with the modification procedures set forth in Paragraph B, if needed.

- (vii) If GC Services has sent a traffic/infractor defendant a "failure to pay notice," and the traffic/infractor defendant has not contacted the Solano County Superior Court within 20 days, GC Services sends the traffic defendant a "second FTP notice." The Parties understand that GC Services has agreed to revise its "second FTP notice" to: (A) include information about a defendant's right to request an ability to pay determination at any time that the judgment remains unpaid, (B) include information about how to request an ability to pay determination, including Solano Superior Court's physical addresses, phone numbers, and the web address where defendants can find Solano's Court Declaration Form, and (C) exclude any references to license suspensions or holds. The Solano County Superior Court will request that GC Services consult a readability expert on its "failure to pay notice." Finally, the Parties understand that GC Services has agreed to complete these revisions within four months of the execution of this Agreement and that Solano County Superior Court shall provide Plaintiffs' counsel with the final version of this GC Services notice upon its completion. Thereafter, the parties shall comply with the modification procedures set forth in Paragraph B, if needed.
- (b) Notice Prior to Finding a Failure to Appear.
 - (i) If the traffic/infractor defendant has not made any contact with the Solano Superior Court, and has not paid any fine or fee within 30 days of the court date that appears on the "courtesy notice" (Exhibit 1) then GC Services sends the traffic defendant a "failure to appear notice." The Parties understand that GC Services has agreed to revise its "failure to appear notice" to include: (A) information about a defendant's right to request an ability to pay determination at any time that the judgment remains unpaid, and (B) information about how to request an ability to pay determination, including Solano Superior Court's court physical addresses, phone numbers, and the web address where defendants can find Solano's Court Declaration Form. The Solano County Superior Court will request that GC Services consult a readability expert on its "failure to appear notice." Finally, the Parties understand that GC Services has agreed to complete these revisions

within four months of the execution of this Agreement and that Solano County Superior Court shall provide Plaintiffs' counsel with the final version of this GC Services notice upon its completion. Thereafter, the parties shall comply with the modification procedures set forth in Paragraph B, if needed.

- (ii) If 20 days have elapsed since GC Services sent a traffic/infraction defendant the "failure to appear notice," and the traffic/infraction defendant still has not appeared or otherwise made contact with the Solano County Superior Court or GC Services, GC Services sends the traffic defendant a "failure to appear follow-up notice." The Parties understand that GC Services has agreed to revise its "failure to appear notice" to include: (A) information about a defendant's right to request an ability to pay determination at any time that the judgment remains unpaid, and (B) information about how to request an ability to pay determination, including Solano Superior Court's court physical addresses, phone numbers, and the web address where defendants can find Solano's Court Declaration Form. The Solano County Superior Court will request that GC Services consult a readability expert on its "failure to appear notice." Finally, the Parties understand that GC Services has agreed to complete these revisions within four months of the execution of this Agreement and that Solano County Superior Court shall provide Plaintiffs' counsel with the final version of this GC Services notice upon its completion. Thereafter, the parties shall comply with the modification procedures set forth in Paragraph B, if needed.

(c) Memorandum from Presiding Judge

- (i) The Honorable Robert C. Fracchia, Presiding Judge, will send a memorandum, attached hereto as Exhibit 4 and incorporated by reference, entitled "Ability to Pay Determinations in Traffic Infraction Cases" to all court personnel to describe the method for conducting ability to pay determinations in Solano County Superior Court.

B. FUTURE MODIFICATIONS TO FORMS AND MEMOS.

It is the intent of the parties that the forms and memoranda used by Solano County Superior Court shall provide traffic defendants with adequate notice and an opportunity to be heard regarding ability to pay. The Parties also recognize that it may be necessary to make modifications to the documents reflected in Exhibits 1-4, or to the GC Services forms described herein, based on changes to the laws, regulations, or rules governing traffic fines and fees or license suspensions or holds.

If Solano County Superior Court intends to modify any of the forms or memoranda reflected in Exhibits 1-3, or to request that GC Services revise any of its forms described herein, within the 18 months following approval by the Parties of this Agreement, it shall promptly notify Plaintiffs in writing. Plaintiffs shall respond in writing as soon as possible, and at the latest within two weeks of receiving such notification. If Plaintiffs agree with the proposed changes, Plaintiffs shall so notify Defendants. If Plaintiffs disagree with Defendants' proposed changes, Plaintiffs shall identify with specificity the reasons for Plaintiffs' disagreement with the proposed modifications, including by providing proposed alternative language. Thereafter, the parties shall comply with the dispute resolution procedures set forth in Paragraph E.

C. TRAINING.

Solano County Superior Court shall provide written training regarding the terms of this Agreement and all new forms described herein to all Solano County Superior Court traffic staff, including legal process clerks. Written training shall also be provided to GC services staff who interact with Solano County traffic/infraction defendants (whether in-person, by phone, by email, or via the internet). Within 30 days after this Agreement is executed, Solano County Superior Court shall certify to Plaintiffs that it has completed the training described in this Paragraph, and provide a copy of such training materials to Plaintiffs' counsel.

D. MONITORING.

During the 18 months following approval by the Parties of this Agreement, Plaintiffs' counsel shall monitor compliance with this Agreement. Four months after execution of this Agreement, Solano County Superior Court shall provide Plaintiffs' counsel with the four revised GC Services forms described in this Agreement. Moreover, three months after execution of this Agreement, and every three months thereafter (during the 18-month period), Solano County Superior Court shall provide Plaintiffs' counsel with a representative sample of the following documents:

1. Declaration forms submitted by traffic/infraction defendants seeking an ability to pay determination or asking Solano Court for a reduction in or alternative to payment of a fine or fee, together with the court orders in response to the submission of those forms.
2. The representative sample shall be randomly drawn from the files of the Solano County Superior Court. The representative sample shall contain at least 25% of all files in which the Solano County Superior Court issued an order in response to a declaration form submitted during the monitoring period.

3. Data sufficient to demonstrate the number of traffic citations received and filed by the Solano Court during the reporting period.

Plaintiffs agree that they seek to review the documents identified in Paragraph D.1-3 solely to monitor compliance with this Agreement, and will not contact Solano County Superior Court traffic defendants on the basis of information collected from these documents. If Plaintiffs desire to contact a Solano County Superior Court traffic defendant on the basis of information collected from monitoring compliance documents for purposes of enforcing this Agreement, Plaintiffs shall notify the Solano County Superior Court, stating the reasons for Plaintiffs' request. The Solano County Superior Court shall respond in writing as soon as possible, and at the latest within two weeks of receiving such notification. Thereafter, if the parties cannot agree, the parties shall comply with the dispute resolution procedures set forth in Paragraph E.

Further, none of the Plaintiffs will "sell, give away, allow the distribution of, include in a database, or create a database with" information obtained through the monitoring procedure, in the same manner that Vehicle Code section 40504(a) prohibits a person or entity from doing so with a thumbprint or fingerprint of an arrested person.

E. DISPUTE RESOLUTION PROCEDURES

The Parties shall engage in good faith efforts to resolve any dispute arising under this Agreement informally and in the spirit of cooperation. If, after first attempting informal resolution, any Party believes that the dispute cannot be resolved informally, that Party shall send a written notice to all other Parties explaining the basis for the disagreement and requesting that the Parties meet and confer to resolve the dispute. Within 30 days of any Party sending a written notice to meet and confer regarding a dispute, the Parties shall meet and confer in good faith in an attempt to reach a resolution. If after meeting and conferring the Parties are unable to reach resolution, any Party may file a motion with the Court.

For purposes of this Agreement, notice shall be sent to Plaintiffs by sending an email to all of the following:

Rebekah Evenson

Christine Sun

Elisa Della-Piana

For purposes of this Agreement, notice shall be sent to Defendants by sending an email to all of the following:

Nathaniel Garrett

Eric Schnurpfeil

Robert Oliver

F. ATTORNEYS' FEES.

Within 60 days after conditional dismissal of this Action, the Solano County Superior Court—as arranged by and through the Judicial Council of California pursuant to Government Code section 811.9 and California Rule of Court 10.202—shall pay to the Plaintiffs the amount of \$90,000 as attorneys' fees in connection with the prosecution of the Action. The Parties agree that this amount was negotiated separately following their agreement to all other material terms of this Agreement and that it is fair and reasonable.

G. NOTICE OF CONDITIONAL DISMISSAL WITH PREJUDICE.

Upon execution of this Agreement by all Parties, Plaintiffs shall, within a reasonable period of time not to exceed 10 days prepare a joint notice of conditional dismissal with prejudice of the Action in its entirety as to all parties pursuant to California Rule of Court 3.1385(c). The joint notice must specify that dismissal is to be filed within 18 months of approval by the Parties of this Agreement.

It is the intention of the Parties that this Agreement be admissible in court, and be enforceable by the court. Pursuant to Code of Civil Procedure § 664.6, the joint notice of conditional dismissal shall incorporate this Agreement by reference, and shall include a request by the Parties that Judge Leslie C. Nichols retain jurisdiction over the parties to enforce this Agreement, and shall be in a form substantially similar to Exhibit 5 hereto.

H. GENERAL RELEASE AND COVENANT NOT TO SUE.

Plaintiffs, for themselves, and on behalf of their heirs, assigns, executors, administrators, agents, successors and affiliates, past and present (collectively, "Plaintiffs' Affiliates"), hereby fully and without limitation, release, covenant not to sue, and forever discharge (i) Honorable Robert C. Fracchia, in his personal capacity and in his official capacity as Presiding Judge of the Superior Court of California, County of Solano; (ii) the Superior Court of California, County of Solano; and (iii) their respective officials, officers, employees, representatives, agents, attorneys, divisions, branches, successors and predecessors in interest, and assigns, past and present (collectively, the "Releasees") from any and all rights, claims, demands, liabilities, actions and causes of action whether in law or in equity, suits, damages, injunctions, losses, attorneys' fees, costs, expenses and compensation, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected ("Claims"), that Plaintiffs or Plaintiffs' Affiliates now have, or may ever have, against Defendants or any other of the Releasees, that arise out of, or are in

any way related to the Action. The Releasees do not include the Department of Motor Vehicles, or any of its officers, employees, or agents.

The Terms of this Agreement and the Release described above do not include any claims related to Solano County Superior Court's imposition or administration of a civil assessment under Penal Code 1214.1.

I. THIS RELEASE APPLIES TO KNOWN AND UNKNOWN CLAIMS.

Plaintiffs acknowledge that they are aware of and familiar with the provisions of California Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Plaintiffs hereby waive and relinquish all rights and benefits to which they may be entitled under California Civil Code Section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.

J. OTHER ACTIONS.

Plaintiffs warrant that they have not filed any other action that arises out of or in any way relates to the Action or any other Claim against the Defendants or any other of the Releasees prior to the Effective Date of this Agreement.

K. NON-ADMISSION OF LIABILITY.

The Parties agree, covenant, and represent that this Agreement shall constitute a compromise of, and full accord and satisfaction of, doubtful and disputed claims. The Parties further agree, covenant, and represent that this Agreement shall not be treated as an admission of liability by Defendants or any other of the Releasees at any time, for any purpose. In addition, this Agreement shall not be admissible in any proceeding between the Parties, except a proceeding relating to a breach of its provisions after execution.

L. AMBIGUITIES.

This Agreement has been reviewed by the Parties and by their respective attorneys. Further, the Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive any common-law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

M. CHOICE OF LAW.

This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted and enforced pursuant to the laws of the State of California, without regard to or application of any of California's conflict of laws rules.

N. WAIVER OF JURY TRIAL.

Each of the Parties hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Agreement or the transactions contemplated by this Agreement.

O. INTEGRATION.

No promise or inducement has been made by any party other than those set forth in this Agreement. This Agreement constitutes a single, integrated contract expressing the entire agreement of the Parties. There is no other agreement, written or oral, express or implied, between the Parties with respect to the subject matter hereof, except this Agreement.

P. MODIFICATION OR AMENDMENT.

This Agreement cannot be orally modified or amended. This Agreement can only be modified or amended by a written agreement that is signed by all Parties and that expressly states that the Parties intend to modify or amend a provision of this Agreement.

Q. WAIVER.

No waiver by any Party, at any time, of any breach of or compliance with any condition or provision of this Agreement shall be construed as a waiver of any subsequent breach of the same covenant, term, or provision, or as a waiver of breach of any other covenant, term, or provision.

R. SEVERABILITY.

Should any provision of this Agreement be held invalid or unenforceable by any court of competent authority, such provision shall be validly reformed so as to approximate the intent of the Parties hereto as nearly as possible and, if unenforceable, shall be deemed divisible and deleted, provided that the remainder of this Agreement shall not otherwise be affected and shall continue in full force and effect.

S. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in counterparts, and if so executed and delivered, all of the counterparts together shall constitute one and the same Agreement.

T. CAPTIONS.

The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

U. EFFECTIVE DATE.

The Effective Date of this Agreement shall be the latest date upon which this Agreement is fully executed by all signatories.

V. MISCELLANEOUS PROVISIONS.

1. The Parties have read this Agreement and fully understand all of its terms; that they have conferred with their attorneys, or have knowingly and voluntarily chosen not to confer with their attorneys about this Agreement; that they have executed this Agreement without coercion or duress of any kind; and that they understand any rights that they have or may have and sign this Agreement with full knowledge of any such rights.


2. The Parties acknowledge that no representations, statements, or promises made by the other Party, or by their respective agents or attorneys, have been relied on in entering into this Agreement.

3. The Parties incorporate all recitals into the terms of this Agreement.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, ACCEPT AND AGREE TO THIS AGREEMENT'S PROVISIONS, AND EXECUTE THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

RUBICON PROGRAMS

Date 8/7/17

By: 
Name: Kelly Dunn
Title: Vice President

Plaintiff

AMERICAN CIVIL LIBERTIES UNION
OF NORTHERN CALIFORNIA

Date _____

By: _____
Name: _____
Title: _____

Plaintiff

Date _____

By: _____
HENRY WASHINGTON

Plaintiff

PILLSBURY WINTHROP SHAW
PITTMAN LLP

Date _____

By: _____
Name: Thomas V. Loran III
(AS TO FORM)

Counsel for Plaintiffs

BAY AREA LEGAL AID

Date _____

By: _____
Name: Rebekah Evenson
(AS TO FORM)

Counsel for Plaintiffs

RUBICON PROGRAMS

Date_____

By: _____
Name: _____
Title: _____

Plaintiff

AMERICAN CIVIL LIBERTIES UNION
OF NORTHERN CALIFORNIA

Date 8/4/2017

By: Abdi Soltani
Name: Abdi Soltani
Title: Executive Director

Plaintiff

Date_____

By: _____
HENRY WASHINGTON

Plaintiff

PILLSBURY WINTHROP SHAW
PITTMAN LLP

Date_____

By: _____
Name: Thomas V. Loran III
(AS TO FORM)

Counsel for Plaintiffs

BAY AREA LEGAL AID

Date 8/4/2017

By: Rebekah Evenson
Name: Rebekah Evenson
(AS TO FORM)

Counsel for Plaintiffs

RUBICON PROGRAMS

Date_____

By: _____

Name:

Title:

Plaintiff

AMERICAN CIVIL LIBERTIES UNION
OF NORTHERN CALIFORNIA

Date_____

By: _____

Name:

Title:

Plaintiff

Date 8/7/17

By: Henry Washington
HENRY WASHINGTON

Plaintiff

PILLSBURY WINTHROP SHAW
PITTMAN LLP

Date_____

By: _____

Name: Thomas V. Loran III
(AS TO FORM)

Counsel for Plaintiffs

BAY AREA LEGAL AID

Date_____

By: _____

Name: Rebekah Evenson
(AS TO FORM)

Counsel for Plaintiffs

RUBICON PROGRAMS

Date_____

By: _____
Name: _____
Title: _____

Plaintiff

AMERICAN CIVIL LIBERTIES UNION
OF NORTHERN CALIFORNIA

Date_____

By: _____
Name: _____
Title: _____

Plaintiff

Date_____

By: _____
HENRY WASHINGTON

Plaintiff

PILLSBURY WINTHROP SHAW
PITTMAN LLP

Date_____

By: Thomas V. Loran III
Name: Thomas V. Loran III
(AS TO FORM)

Counsel for Plaintiffs

BAY AREA LEGAL AID

Date_____

By: Rebekah Evenson
Name: Rebekah Evenson
(AS TO FORM)

Counsel for Plaintiffs

Date_____

LAWYERS' COMMITTEE FOR CIVIL
RIGHTS

By: 
Name: Elisa Della Piana
(AS TO FORM)

Counsel for Plaintiffs

Date_____

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF NORTHERN
CALIFORNIA

By: _____
Name: Christine Sun
(AS TO FORM)

Counsel for Plaintiffs

Date_____

WESTERN CENTER ON LAW &
POVERTY

By: _____
Name: _____
(AS TO FORM)

Counsel for Plaintiffs

Date_____

LEGAL SERVICES FOR PRISONERS
WITH CHILDREN

By: _____
Name: _____
(AS TO FORM)

Counsel for Plaintiffs

LAWYERS' COMMITTEE FOR CIVIL
RIGHTS

Date_____

By: _____
Name: Elisa Della-Piana
(AS TO FORM)

Counsel for Plaintiffs

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF NORTHERN
CALIFORNIA

Date 8/4/2017

By: 
Name: Christine Sun
(AS TO FORM)

Counsel for Plaintiffs

WESTERN CENTER ON LAW &
POVERTY

Date_____

By: _____
Name: _____
(AS TO FORM)

Counsel for Plaintiffs

LEGAL SERVICES FOR PRISONERS
WITH CHILDREN

Date_____

By: _____
Name: _____
(AS TO FORM)

Counsel for Plaintiffs

LAWYERS' COMMITTEE FOR CIVIL
RIGHTS

Date_____

By: _____

Name: Elisa Della-Piana
(AS TO FORM)

Counsel for Plaintiffs

AMERICAN CIVIL LIBERTIES UNINO
FOUNDATION OF NORTHERN
CALIFORNIA

Date_____


By: _____

Name: Christine Sun
(AS TO FORM)

Counsel for Plaintiffs

WESTERN CENTER ON LAW &
POVERTY

Date August 4, 2017

By: _____

Name: Richard A. Rothschild
(AS TO FORM)

Counsel for Plaintiffs

LEGAL SERVICES FOR PRISONERS
WITH CHILDREN

Date August 4, 2017

By: _____

Name: Brittany Stonesifer
(AS TO FORM)

Counsel for Plaintiffs

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO

Date 8/4/17

By: Brian Taylor

Name: Brian Taylor

Title: Car Executive Officer

Defendant

Date 8/4/17

By: Robert C. Fracchia

THE HONORABLE ROBERT C.
FRACCHIA

Defendant

JONES DAY

By: Nathaniel P. Garrett

Name: Nathaniel P. Garrett
(AS TO FORM)

Counsel for Defendant

Date 8/4/17

EXHIBIT 1



Superior Court of California, County of Solano

600 Union Avenue, P.O. Box 2463, Fairfield, CA 94533 Tel.: 707--207--7360

Courtesy Notice

You received a ticket for the violation(s) listed below. Take care of this ticket by the **deadline**. If you do not, you may be **fin**ed and your license may be **suspended**. Keep this Notice. You will need it to take care of your ticket.

TO: «ODP_SOL_DEFENDANT_NAME»
«ODP_SOL_DEFENDANT_ADDRESS»
«ODP_SOL_DEFENDANT_CITY», «ODP_SOL_DEFENDANT_STATE_ZIP»

TICKET & FINE INFORMATION

DLN & State	«ODP_GENERAL_DFT_DRIVER_LICENSE»	VIN & State	«ODP_GENERAL_VEH_PLATE_NO» «ODP_GENERAL_VEH_STAT»	Birthdate	«ODP_GENERAL_DFT_DOB»
Ticket Number	«ODP_GENERAL_CASE_CITATION_NO»	Ticketing Agency	«ODP_GENERAL_ARREST_AGCY_ID	Ticket Date	«ODP_GENERAL_VIOLATION_D ATE»
Violation(s):					
« ODP_GENERAL_DEFENDANT_CHARGES» O D P - G E N E R					
If the violation(s) listed above is marked with an asterisk (*) that means you can fix the problem, go to any law enforcement office to have them sign your ticket as "Proof of Correction." Then send us the signed ticket and this Notice, along with payment of: Pay this amount if you are eligible and want to attend Traffic School. The amount includes the State/Court Administrative fee.					«ODP_GENERAL LOW BAIL AM
MUST GO TO COURT?		NO	If Yes, go to: Superior Court, 600 Union Ave. Fairfield, CA 94533--0246 (Tel.: 707--207--7360, 8 a.m. - 3 p.m.)		
Court Date & Time		«ODP_GENERAL_DUE_DATE» 9:00		Court Case #	«ODP_GENERAL_CASE_ID»
May Pay Ticket instead of Going to Court		YES			
Eligible for Traffic School? If yes, an admin fee was added to your fine.		«ODP_GENERAL_TV_S_ELIGIBLE»		Doing Traffic School keeps points off your DMV record.	
Total Fine Due:		«ODP_GENERAL_TOTAL_BAIL»			

See reverse side for information about your options. Then fill out below.

- ☐ PAY FINE IN FULL
- ☐ ENROLL IN TRAFFIC SCHOOL
- ☐ REQUEST COURT TO CONSIDER INABILITY TO PAY
- ☐ CONTEST TICKET IN COURT (PLEAD NOT GUILTY)

If you want to contest your ticket, you must fill out the grey box below

☐ I am not guilty of the violation(s) listed above and ask for a
Check one: ☐ Court Trial (no payment required)
☐ Trial by Mail (payment required)
☐ Trial by Mail with Traffic School Option (payment required)
I understand and agree that my trial will take place after the required 45-day period
Date: _____ Sign: _____ Tel # (day): _____

PAYMENT OPTIONS

Check / Money Order U.S. Mail Solano Superior Court
P.O. Box 2463
Fairfield, CA 94533

Credit Card 707-430-0342
(Not for traffic School or for Fix-it Tickets) www.solanocourtpayments.com
(plus a fee to pay by credit card)

Pay in person at any Solano Court Traffic Window



Este es un aviso sobre una multa que recibió. Puede ver una traducción de este aviso en [url].

Take Care of Your Ticket by the Deadline!

If you do not take care of your ticket by the Court Date shown on the reverse side of this notice, you may be **fin**ed and your license may be **suspended**. **Inability to Pay:** You may ask the court for a lower fine, a payment plan, or community service. Community service lets you work instead of paying all or some part of the fine. You must explain your financial situation to the court, or fill out a Declaration/Ability to Pay form. You can get the form at any Solano Traffic Court Clerk window or from the court's website: www.solano.courts.ca.gov/traffic/forms. Then return the form to the Traffic Court Clerk in person or by mail.

You may be able to:

- Pay the ticket,
- Go to Traffic School,
- Correct a fix-it ticket, or
- Contest the ticket in court or by mail.

Pay the ticket in full by the Court Date.

This will close your case. Violations will be reported to DMV. This option is **not** available for tickets that say **"Mandatory Appearance."**

You may:

- Send a **check** or **money order** for the **full amount**. Address and payment details on reverse side.
- Pay **in person** at any Solano Court listed on reverse side. We accept cash, check, and credit and debit cards.
- Pay **online** at www.solanocourtpayments.com.
- There is a service fee for credit card payments.

Fix-it Tickets

After you fix the problem you were ticketed for, take the ticket to any law enforcement office, 9-5. They will sign your ticket as "proof of correction." Mail or take a copy of the signed ticket, reverse side of this Notice, and the total fine due to the court. (*Address on reverse side.*)

NOTE: Officers cannot sign off on insurance violations. Proof of insurance for the ticket must be provided to the Court by mail or in person. For additional information on Fix-it Tickets, go to: www.solano.courts.ca.gov/traffic.

Go to traffic school and pay the ticket by the Court Date (if you qualify).

You qualify if:

- You have a valid driver's license and your ticket is for a *moving* violation,
- You were not driving a commercial vehicle or carrying hazardous material,
- You did not get a ticket in the last 18 months that you did traffic school for, and
- Your ticket was not for excessive speeding (more than 25 miles over the posted speed limit).

Pay by mail or in person.

- Pay for the ticket plus the traffic school fee in full, and an administrative fee
- Show proof of correction if you received a fix-it ticket
- Sign up for a DMV--approved traffic school. (See list at <http://www.dmv.ca.gov/oling2/welcome.do>.)
- Complete traffic school within **90 days**.
- Traffic school may allow you to have the conviction on your ticket held confidential by the DMV. If you are eligible for Traffic School and don't attend, your automobile insurance and driving record may be negatively affected.

Contest Your Ticket at Court

1. If you want to **contest your ticket in court**, check "Court Trial" in the grey box on the reverse side. The clerk will mail you a notice with a trial date. The ticketing officer will be there. You must go on that date for your trial.
2. If you don't want to ask for a court trial at this point, you may appear as a Walk-In on your Court Date to see a judicial officer for options on how to respond to your ticket. Check in at the Traffic Window in Vallejo from 8 – 9 a.m., Mon-Fri, or Fairfield from 9 – 10 a.m., Mon-Wed. (If you cannot appear on your Court Date, you can call or visit the Traffic Clerk to schedule another date before your scheduled date).

Arrive at court 30 minutes early! It takes time to go through security and to find your courtroom.

- Wear business-type clothes.

Contest Your Ticket by Mail

Trial by mail. You and the officer will each mail your sworn, written statement that explains your side.

To do this, you must:

- Fill out the grey box on the reverse side and return the forms we send you within 30 days
- Pay the ticket in full, plus any administrative fee (*if you prove your case, you will get your money back)
- Also pay for traffic school if you want the option to do traffic school. (*You will get a refund if you are found not guilty).

*Refunds will not include the service fee for payments made by credit card.

For additional information, visit the Court's website at www.solano.courts.ca.gov/traffic

EXHIBIT 2



Notice of Rights (Infractions)

Your Rights

You are here today because of an *infraction* ticket. An infraction is something that is against the law.

You have the following rights

- To have a **lawyer** represent you (at your expense).
- To an **interpreter** if you do not speak English well.
- To have the citation or complaint against you read in open court.
- To a **speedy court trial** within 45 days of arraignment (most likely you will be arraigned today). At that trial, you have the right to not testify against yourself, to subpoena witnesses to testify on your behalf, to confront and cross-examine witnesses by asking them questions.
- To have the court decide your case right away or to postpone sentencing for up to 5 days. Tell the court if you want to postpone sentencing.
- To **appeal** the court's decision.

When the court calls your name

Step to the front of the courtroom. You have the right to say if you are *Guilty*, *Not guilty* or *No contest*.

If you say...

- **Not guilty** – The court will schedule a trial. You and the officer that gave you the ticket must return to court on that date. You will each have a chance to present evidence and witnesses.
- **Guilty or No contest** – You accept the charge(s) on the ticket. There will not be a trial or witnesses. "No contest" is like saying "guilty," except that it cannot be used against you if there is a civil lawsuit related to your case.
- **Guilty with explanation** if you accept the charge(s) but want to give the court an explanation.

Can't afford to pay the fine?

If you are unable to pay all or part of your fine due to financial hardship, you may ask the court for a

- lower fine,
- payment plan
- community service (working instead of paying all or some part of the fine), or
- credit for time served (for example, if you have recently been in jail).

DO NOT SIGN UNLESS YOU FULLY UNDERSTAND THE ABOVE RIGHTS

Date: _____

Signed: _____

Telephone: _____

Address: _____

EXHIBIT 3



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO
TRAFFIC DIVISION**

4807-TR

[] Hall of Justice
600 Union Avenue
P.O. Box 2463
Fairfield, CA 94533
(707) 207-7360

[] Solano Justice Center
321 Tuolumne Street
Vallejo, CA 94590
(707) 561-7860

DECLARATION / ABILITY TO PAY FORM

If you have more than one case, use one form for each case.

1. Your Information

Name: _____

Street or Mailing Address: _____

City: _____ State: _____ Zip: _____

Tel.: _____ Date of Birth: _____

E-mail (optional): _____

Case Number: _____

Clerk fills out this box

☐ FTA

☐ FTP

☐ A Traffic School Certificate was filed.

\$ _____
Amount ordered Due date

\$ _____
Amount paid Date paid

Balance due: \$ _____

2. What kind of help do you want from the court? (Check all that apply to your request)

- | | | |
|---|---|--|
| <input type="checkbox"/> 1. Lower the fine | <input type="checkbox"/> 4. Payment plan | <input type="checkbox"/> 8. Release DMV License Hold (Abstract) |
| <input type="checkbox"/> 2. Extend deadline to pay | <input type="checkbox"/> 5. Dismiss the fine/charge | <input type="checkbox"/> 9. Accept Proof of Correction |
| <input type="checkbox"/> 3. Credit for time served
in jail or residential
treatment program | <input type="checkbox"/> 6. Community Service | <input type="checkbox"/> 10. Dismiss late fee for Failure to Appear or Pay |
| | <input type="checkbox"/> 7. Ask for a Court Date | <input type="checkbox"/> 11. Other (specify): _____ |

3. Can you afford to pay?

- ☐ **Yes** (Skip Sections 4 and 5; Complete Sections 6, 7 and 8)
- ☐ **No** (If you check this box, you must also fill out Sections 4, 5, 6*, 7 and 8.)

4. Public Benefits – Check any benefits listed below that you are receiving now.

If you do *not* receive benefits, go to the next question.

- ☐ Medi-Cal ☐ CalFresh/WIC ☐ CalWORKs ☐ CAPI ☐ SSI/SSP ☐ Low-Income Veterans Pension
- ☐ Tribal TANF ☐ Refugee Cash Assistance ☐ General Assistance ☐ Extended Foster Care ☐ IHSS
- ☐ Other need-based help (specify): _____

Important! Attach a copy of **any document** that proves you are getting the benefits you checked.

5. Homeless or Temporary Housing

If you are homeless, live in a shelter, or in a transitional living facility, check below.

- ☐ Homeless (Where do you usually sleep?): _____
- ☐ Shelter or Transitional living facility (Which one?): _____

6. Household Income *(skip this section if you checked any public benefits in Item 4 or any box in Item 5)

Monthly income \$ _____

Number of people in household: _____

Important! Attach a copy of **any document(s)** that proves the amount of gross-monthly income (before tax deductions) for your household. In Item 7, provide any details or special circumstances you want the court to consider.

Case Number:

Please explain the reason for your request and include any details or special circumstances you want the court to consider. (Attach more pages if you need more space.)

[illegible]

I declare under penalty of perjury under the laws of the State of the California that the information I have provided on this form is true and correct.

Applicant signs here

Submitted by: _____
Clerk Name

EXHIBIT 4

DATE: _____, 2017

TO: Judicial Officers of the Solano County Superior Court

FROM: Robert C. Fracchia, Presiding Judge

RE: Ability to Pay Determinations in Traffic Infraction Cases

On January 1, 2017, the Judicial Council of California adopted three new rules of the California Rules of Court that clarify procedures regarding ability-to-pay determinations: Rules 4.106, 4.107, and 4.335. This memorandum is intended to summarize the content of those rules as relevant to ability-to-pay determinations and to provide guidance to judicial officers conducting ability-to-pay determinations requested by traffic and other infraction defendants pursuant to Vehicle Code § 42003(c).

Rule 4.106 applies to infraction cases for which the defendant has received a written notice to appear and has failed to appear or failed to pay. When a court imposes a civil assessment for failure to appear or pay, Rule 4.106 authorizes traffic defendants to petition the court to vacate or reduce the civil assessment without paying any bail, fines, penalties, fees or assessments. The court must vacate the assessment upon a showing of good cause for failure to appear or failure to pay. If the defendant does not establish good cause, the court may still exercise its discretion to reconsider whether a civil assessment should be imposed and, if so, the amount of the assessment, giving consideration to the defendant's financial circumstances and the defendant's due diligence in appearing or paying after notice of the assessment was given under Penal Code 1214.1(b)(1).

Circumstances that indicate good cause may include, but are not limited to, the defendant's hospitalization, incapacitation, or incarceration; military duty required of the defendant; death or hospitalization of the defendant's dependent or immediate family member; caregiver responsibility for a sick or disabled dependent or immediate family member of the defendant; or other good cause that prevented the defendant from making an appearance or payment on or before the date listed on the notice to appear.

Rule 4.106 also establishes procedures related to when a case has been referred to a collection program prior to adjudication. A defendant may schedule a hearing for adjudication of the underlying charge(s) without payment of the bail amount or the civil assessment. The only circumstances in which the court may require deposit of bail prior to adjudication is if the court finds that the defendant is unlikely to appear as ordered and the court expressly states the reason for the finding.

Rule 4.106 further establishes procedures related to when a defendant fails to pay a fine and make a payment under an installment plan. The court must allow a defendant to petition to modify the payment terms, and cannot require payment of bail, fines, penalties, fees or assessment to consider the petition. When a court agrees to modify or vacate a judgment for a violation of the Vehicle Code, the defendant may request that the court consider the defendant's ability to pay.

Rule 4.107 requires each court to send a reminder notice to infraction defendants that includes information regarding the defendant's right to request an ability-to-pay determination. The court has developed an updated courtesy notice that complies with Rule 4.107's requirements and will be implemented on or before ____.

Rule 4.335 applies to any infraction offense for which the defendant has received a written notice to appear, and establishes procedures for ability-to-pay determinations. Rule 4.335 provides that a defendant may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a collection program.

Based on the ability-to-pay determination, the court may exercise its discretion to provide for payment on an installment plan, allow the defendant to complete reasonable community service in lieu of paying the total fine, suspend the fine in whole or in part, and/or offer an alternative disposition including, but not limited to, dismissal or consideration of credit for time served. Installment plans should take into account what the defendant can afford to pay each month based on their individual financial circumstances.

Congruent with the purpose of the new rules of promoting procedural fairness in infraction cases, ability-to-pay determinations requested by indigent infraction defendants should be adjudicated with the following principle in mind. In cases where the defendant requests an ability-to-pay determination and:

(1) receives public benefits under Supplemental Security Income (SSI), State Supplementary Payment (SSP), California Work Opportunity and Responsibility to Kids (CalWORKS), Federal Tribal Temporary Assistance for Needy Families (Tribal TANF), Supplemental Nutrition Assistance Program, California Food Assistant Program, County Relief, General Relief (GR), General Assistance (GA), Cash Assistance Program for Aged, Blind, and Disabled Legal Immigrants (CAPI), In Home Supportive Services (IHSS), or Medi-Cal;
or

(2) has a monthly income of 250 percent or less of the current poverty guidelines, updated periodically in the Federal Register by the U.S. Department of Health and Human Services under 42 U.S.C. § 9902(2);¹

¹ 250% of FPL Guidelines:

Family Size	Family Income before taxes	Family Size	Family Income before taxes	Family Size	Family Income before taxes
1	\$2,475	3	\$4,200	5	\$5,925
2	\$3,338	4	\$5,063	6	\$6,788

If more than 6 people at home, add \$867 for each extra person.

or

(3) is homeless, including but not limited to living in a shelter or transitional living facility;

the presiding judicial officer should consider alternatives to the payment of a fine, including community service in lieu of a fine, suspension or reduction of the fine in whole or in part, or dismissal.

If the defendant has the ability to pay some but not all of the fines or fees, the court should exercise discretion under Vehicle Code 42003 in determining the appropriate amount of fines and fees, and should consider, among other factors, the defendant's:

(1) Present financial position;

(2) Reasonably discernible future financial position. In no event shall the court consider a period of more than six months from the date of the hearing for purposes of determining reasonably discernible future financial position;

(3) Likelihood that the defendant will be able to obtain employment within the six-month period from the date of the hearing; and

(4) Any other factors that may bear upon the defendant's financial capability to pay.

Section 42003(c) entitles the defendant, among other protections, the right to present witnesses and other documentary evidence concerning his or her ability to pay and to a written statement of the findings of the court or the county officer.

Robert Fracchia
Presiding Judge

EXHIBIT 5

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Counsel for Defendants

Rebekah Evenson (State Bar No. 207825)
Steve Ronfeldt (Of Counsel) (State Bar No. 41044)
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Counsel for Plaintiffs Washington and Rubicon

ELISA DELLA-PIANA (State Bar No. 226462)
LAWYERS' COMMITTEE FOR CIVIL RIGHTS
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Telephone: (510) 847-3001
Facsimile: (415) 543-0296
Email: edellapiana@lccr.com

Counsel for all Plaintiffs

(Additional Counsel Listed After Caption)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

RUBICON PROGRAMS, AMERICAN
CIVIL LIBERTIES UNION OF
NORTHERN CALIFORNIA, HENRY
WASHINGTON,

Plaintiffs,

v.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SOLANO, THE
HONORABLE ROBERT C. FRACCHIA,
Presiding Justice of Solano County Superior
Court,

Defendants.

CASE NO. FCS047212

Assigned for all purposes to Hon. Leslie C.
Nichols

**JOINT REQUEST FOR
CONDITIONAL DISMISSAL WITH
PREJUDICE; JOINT REQUEST FOR
RETENTION OF JURISDICTION
FOR ENFORCEMENT; [PROPOSED]
ORDER**

1 CHRISTINE P. SUN (State Bar No. 218701)
2 MICAELA DAVIS (State Bar No. 282195)
3 AMERICAN CIVIL LIBERTIES UNION FOUNDATION
4 OF NORTHERN CALIFORNIA
5 39 Drumm Street
6 San Francisco, CA 94111
7 Telephone: (415) 621-2493
8 Facsimile: (415) 255-8437
9 Email: csun@aclunc.org
10 Email: mdavis@aclunc.org

11 RICHARD A. ROTHSCHILD (State Bar No. 67356)
12 ANTIONETTE DOZIER (State Bar No. 244437)
13 WESTERN CENTER ON LAW & POVERTY
14 3701 Wilshire Boulevard, Suite 208
15 Los Angeles, California 90010
16 Telephone: (213) 487-7211
17 Facsimile: (213) 487-0242
18 Email: rrothschild@wclp.org
19 Email: adozier@wclp.org

20 BRITTANY STONESIFER (State Bar No. 294197)
21 LEGAL SERVICES FOR PRISONERS WITH CHILDREN
22 1540 Market St., Suite 490
23 San Francisco, CA 94102
24 Telephone: (415) 625-7046
25 Facsimile: (415) 552-3150
26 Email: brittany@prisonerswithchildren.org

27 THOMAS V. LORAN III (State Bar No. 95255)
28 ANDREW D. BLUTH (State Bar No. 232387)
DARCY L. MUILENBURG (State Bar No. 233787)
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Email: RJoern@baylegal.org
Email: Ckimel@baylegal.org


Counsel for all Plaintiffs

1
2 PLEASE TAKE NOTICE that, upon a Settlement and Release Agreement entered into by
3 all parties, a copy of which is attached hereto as Exhibit A and the terms of which are
4 incorporated by reference herein, and pursuant California Rule of Court 3.1385(c), Plaintiffs
5 Rubicon Programs, American Civil Liberties Union of Northern California, and Henry
6 Washington hereby conditionally dismiss all Defendants with prejudice from this action in its
7 entirety. Plaintiffs will enter a dismissal with prejudice against all parties eighteen (18) months
8 after the date on which all parties shall have signed this Joint Notice of Dismissal. *See* CRC
9 3.1385(c)(1).
10

11 All parties hereby request that, pursuant to Code of Civil Procedure § 664.6, Judge Leslie
12 C. Nichols of this Court retain jurisdiction over the parties to enforce the Settlement and Release
13 Agreement.
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1 Dated: 8/4/17

Jones Day

2
3 By: 
4 Nathaniel P. Garrett

5 Attorneys for Defendants
6 SUPERIOR COURT OF CALIFORNIA
7 COUNTY OF SOLANO, THE HONORABLE
8 ROBERT C. FRACCHIA

9 Dated:

Bay Area Legal Aid

10
11 By: _____
12 Rebekah Evenson

13 Attorneys for Plaintiffs
14 RUBICON PROGRAMS, HENRY
15 WASHINGTON

16 Dated:

American Civil Liberties Union Foundation of
Northern California

17
18 By: _____
19 Micaela Davis

20 Attorneys for Plaintiff
21 AMERICAN CIVIL LIBERTIES UNION
22 OF NORTHERN CALIFORNIA
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Dated:

Jones Day

By:


Nathaniel P. Garrett

Attorneys for Defendants
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO, THE HONORABLE
ROBERT C. FRACCHIA

Dated: 8/4/2017

Bay Area Legal Aid

By:


Rebekah Evenson

Attorneys for Plaintiffs
RUBICON PROGRAMS, HENRY
WASHINGTON

Dated: 8/4/2017

American Civil Liberties Union Foundation of
Northern California

By:


~~Michaela Davis~~ Christine Sun

Attorneys for Plaintiff
AMERICAN CIVIL LIBERTIES UNION
OF NORTHERN CALIFORNIA

ORDER

Upon the request of the parties, and good cause appearing, IT IS HEREBY ORDERED:

1. This action is conditionally dismissed with prejudice as to all parties.
2. Plaintiffs shall enter a dismissal with prejudice against all parties (18) months after the date on which all parties have signed the Joint Request for Conditional Dismissal.
3. Judge Leslie C. Nichols of this Court retains jurisdiction over the parties to enforce the Settlement and Release Agreement.

Dated: _____

Judge of the Superior Court