

SETTLEMENT AGREEMENT

Misael Echeveste, et al. v. Scott R. Jones, et al.

No. 34-2021-80003768-CU-WM-GDS (Sacramento Super. Ct.)

This Settlement Agreement (“Agreement”) is entered into by and between Plaintiffs Misael Echeveste, NorCal Resist, and United Latinos (“Plaintiffs”) and Defendants County of Sacramento (“County”) and Sheriff Scott R. Jones (“Sheriff,” and together with the County, “Defendants”). The Plaintiffs and Defendants are referred to individually in this Agreement each as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on November 15, 2021, Plaintiffs filed a verified petition and complaint (“Complaint”) asserting claims for Writ of Mandate for Violation of the California Values Act, Writ of Mandate for Violation of the TRUTH Act, and for relief pursuant to Code of Civil Procedure section 526a against Defendants, in the Superior Court for the County of Sacramento in a civil action captioned *Echeveste, et al. v. Jones, et al.*, No. 34-2021-80003768 (“Action”);

WHEREAS, on July 22, 2022, and September 8, 2022, Plaintiffs and Defendants attended private mediation sessions related to the Action before the Hon. Maria-Elena James of ADR Service, Inc. (“Mediation”); and

WHEREAS, in connection with the Action and the Mediation, the Parties have negotiated in good faith and have agreed on the following terms in this Agreement in order to resolve this case short of trial and to ensure that Defendants fully comply with the provisions of the California Values Act and TRUTH Act. The Parties agree that the terms of this Agreement are in the public interest and that this Agreement is the most appropriate means of resolving this action.

AGREEMENT

NOW, therefore, in view of the foregoing recitals, and in consideration of the mutual promises contained in this Agreement, the Parties covenant and agree as follows

- 1. Term of Agreement.** The Term of this Agreement shall commence on the date of final execution of this Agreement by all Parties (“Effective Date”) and continue for a period of five (5) years (“Settlement Period”).
- 2. Non-Violation of Law.** Defendants agree and reaffirm their commitment to comply with the requirements of the California Values Act and the TRUTH Act, Gov’t Code, §§ 7282 et seq., 7283 et seq., and 7284 et seq., with respect to requests for interviews, notifications, or transfers by Immigration & Customs Enforcement (“ICE”) of the United States Department of Homeland Security (“DHS”) and agree that they shall maintain policies and procedures compliant with the California Values Act and the TRUTH Act in connection with their custody of immigrant detainees.

3. **Policy Changes.** The Sheriff shall implement the revised POST Order attached as Exhibit “A” and training materials attached as Exhibit “B”.
- a. **Notice & Comment Requirements.** Following execution of the Settlement Agreement, if Defendants propose to amend or revise either Exhibit A or B to this Settlement Agreement, then counsel for the Plaintiffs shall receive written notice at least sixty (60) days prior to the implementation of such proposed amendment or revision and shall be given an opportunity to provide comments in writing regarding any such changes, which Plaintiffs shall provide within thirty (30) days of receiving notice from Defendants. Defendants agree to consider Plaintiffs’ comments on proposed amendments or revisions in good faith.
 - b. **Dispute Resolution.** If, upon being provided with notice of any revisions or amendments to the policies, practices, or procedures reflected in either Exhibit A or B to this Settlement Agreement, Plaintiffs assert in good faith that any proposed amendments or revisions thereto constitute a violation of either the California Values Act or the TRUTH Act, or in their implementation would be likely to lead to violations of the California Values Act or the TRUTH Act, any dispute between the Parties over such contentions shall be resolved through a dispute resolution process set forth in Paragraph 20 *infra*.
4. **Monitoring & Record Production Requirements.** Upon execution of this Agreement, the following monitoring and record production requirements shall be implemented:
- a. **Phase One.** For the first two (2) years of the Settlement Period, Defendants agree to provide to Plaintiffs electronic copies of the entire ICE Binder (as defined in Section IV.G of the revised POST order, *see* Ex. A § IV.G) on the last day of each quarter.
 - b. **Phase Two.** During the last three (3) years of the Settlement Period, Defendants agree to provide to Plaintiffs an electronic copy of the entire ICE Binder (as defined in Section IV.G of the revised POST order) upon written request by Plaintiffs within fourteen (14) days of such a request. The Parties agree that Plaintiffs shall make no more than four (4) such requests per calendar year, and not more frequently than once per calendar quarter.
 - c. **Redactions.** Regarding the production of the ICE binder pursuant to Paragraphs 4(a) or 4(b) of this Agreement, Defendants shall not redact the SB 54 qualifying conviction, the year of conviction, the relevant jurisdiction, the length of sentence, the crime of conviction’s status as a felony, misdemeanor, or wobbler, or the identity of the approving Records and/or Commanding Officer. Defendants shall redact any other personally identifying information of a detainee/transferee. In connection with any production of the ICE Binder, Defendants shall identify the general character of any information redacted therein.

5. **Attorneys' Fees & Costs.** Not later than either forty-five (45) days after the execution of this Agreement or thirty (30) days after the entry of judgment by the Court in the form of Exhibit D, whichever occurs later, Defendants shall pay to Plaintiffs, as directed by Plaintiffs' counsel, the amount of two hundred thousand dollars (\$200,000.00) in attorneys' fees ("Fee Payment"). Within five (5) business days of the Effective Date, counsel for Plaintiffs shall provide bank account and relevant Form W-9 information sufficient for Defendants to remit the Fee Payment.
6. **Non-Admission of Liability.** The Parties understand and agree that neither the payment of any sum of money nor the execution of this Agreement by the Parties constitutes or will be construed as an admission of any wrongdoing, or of liability, or of a violation of any law, regulation, contract, or policy.
7. **No Assignment of Claims.** Each Plaintiff warrants and represents that no portion of any of the matters or claims released herein has been assigned or transferred to any other person, firm, or corporation that is not a party to this Agreement, in any manner, including by way of subrogation, contract, operation of law, or otherwise.
8. **Release of Claims.**
 - a. **Dismissal without Prejudice of Claims by Misael Echeveste.** Within five (5) business days of the Effective Date of this Agreement, Plaintiff Misael Echeveste shall file a request for dismissal without prejudice of the claims asserted by him in the Action in the form attached hereto as Exhibit C.
 - b. **Release of Claims.** Except for the obligations arising out of this Agreement, Plaintiffs NorCal Resist and United Latinos ("Releasing Parties") shall and hereby do release, compromise and forever discharge the County and Sheriff, their past or current board members, officers, employees, contractors, agents, successors and assigns, and all of them, as well as any and all persons acting or allegedly acting by, under, through or in concert with any of them (hereinafter "Released Parties"), from any and all actual or potential claims, including, but not limited to, attorneys fees and costs related to the Action and arising prior to the Action, obligations, demands, causes of action, liabilities, and damages whatsoever, of whatever kind or nature, whether known or unknown, contingent or liquidated, suspected or unsuspected, (collectively, "Claims"), which the Releasing Parties have had, now have, may have, or may claim to have against the Releasees, which relate to the facts or claims alleged, set forth, or referred to in the Complaint filed in the Action.
 - c. **Waiver of Unknown and Unanticipated Claims:** Subject to the scope and terms of Paragraphs 8(a) and 8(b) above, it is understood and agreed that the releases provided herein are full and final releases by the Releasing Parties of the Released Parties, and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed. With respect to any claims released by the Releasing Parties against the Released Parties, the Releasing Parties

expressly waive the provisions of California Civil Code section 1542, which provides as follows:

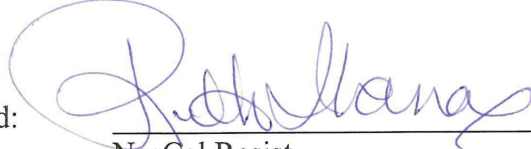
“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her must have materially affected his or her settlement with the debtor or released party.”

The Parties hereto, and each of them, understand and acknowledge that one or more of the Claims may include losses sustained by the Releasing Parties on account of the Released Parties that are presently unknown or unsuspected, and that such losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, Plaintiffs acknowledge that this release has been negotiated and agreed upon, and that in consideration for the rights and benefits under this Agreement, the Releasing Parties intend and hereby do release, acquit and forever discharge the Released Parties as set forth above.

9. **Construction.** This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. The Parties agree that this agreement shall be construed and interpreted without regard to the identity of the party drafting this Agreement, as though all Parties hereto participated equally in the drafting of this Agreement.
10. **Advice of Counsel.** The Parties represent that they know and understand the contents of this Agreement, and that this Agreement has been executed voluntarily. The Parties each further represent that they have had an opportunity to consult with an attorney of their choosing and that they have been fully advised by the attorney with respect to their rights and obligations under this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.
11. **Entire Agreement.** No promise, inducement, understanding, or agreement not expressly stated herein has been made by or on behalf of the Parties, and this Agreement contains the entire agreement of the Parties related to the subject matter of this Agreement.
12. **Amendments in Writing.** This Agreement may not be altered, amended, modified, or changed in any way except by a writing duly executed by all Parties hereto.
13. **Remedies.** The Parties agree that the agreements and performances required in this Agreement have been specifically bargained for and that the damages for breach of this Agreement are difficult to calculate and may be inadequate to compensate for a failure of a party to fulfill its obligations under this Agreement. Therefore, the Parties agree that equitable relief or specific performance may be an appropriate remedy for a breach of this Agreement and to enforce the terms thereof. Nothing in this Section shall be interpreted to limit the remedies that may be available to a party for breach of this Agreement.

14. **Choice of Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of California. If any party to this Agreement brings a lawsuit to enforce or interpret this Agreement, the lawsuit shall be filed in the Superior Court for the County of Sacramento, California.
15. **Counterparts.** This Agreement may be executed electronically in counterparts, each of which is deemed an original and all of which together shall constitute this Agreement.
16. **Severability.** If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given full force and effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
17. **Effective Date.** This Agreement shall become effective (the “Effective Date”) on the date on which the last counterpart of this Agreement is executed such that the Agreement is executed in full by all Parties hereto and signed by all Parties’ respective attorneys.
18. **Representation and Warranties of Authority.** Each Party to this Agreement has the authority to execute this Agreement, and this Agreement as so executed will be binding upon each Party and upon its agents, employees, attorneys, affiliates, representatives, heirs, executors, conservators, successors, assigns, and those who they represent or whose rights they seek to protect in this Action. Each person signing this Agreement represents and warrants that they have the authority to sign and execute this Agreement on behalf of the Party for which they sign.
19. **Entry of Judgment.** Not later than five (5) business days following the entry of the request for dismissal by Plaintiff Misael Echeveste referenced in Paragraph 8(a) of this Agreement, Plaintiffs NorCal Resist and United Latinos, together with Defendants, shall file a stipulation to the entry of a proposed judgment in the Action attached hereto as Exhibit D. The Parties shall stipulate that the Superior Court for the County of Sacramento retain jurisdiction over the Action during the Settlement Period to enforce the Agreement under Code of Civil Procedure, section 664.6. Any Party may move to have this Agreement terminated and Court jurisdiction ended should it believe circumstances, or law, have changed in such a way to make this Agreement moot or unlawful. Each Party hereby warrants and represents its good-faith belief that this Agreement is neither moot nor unlawful. The Party moving for termination shall first meet and confer with the other Parties prior to filing a motion to terminate this Court’s jurisdiction over the Agreement.
20. **Dispute Resolution.** With respect to the rights and obligations established by the Settlement Agreement, including but not limited to any claims arising under Paragraph 3 above, the Parties agree within sixty (60) days of a Party’s written notice of its intent to pursue claims related to the enforcement of such rights and obligations, or any claims or disputes arising out of the Settlement Agreement, shall be submitted for mediation with ADR Services, Inc. before the Hon. Maria-Elena James, or another mutually agreeable neutral. Plaintiffs and Defendants shall each pay 50% of the fees charged by the mediator and shall bear their own costs and attorneys’ fees associated with such

mediation. In the event that mediation is unsuccessful, either Party may seek resolution by the Court. The prevailing party in any action to enforce the rights or obligations arising under this Agreement shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

Dated: 11/21/2022 Signed: 
NorCal Resist
Name: Ruth Ibarra
Title: Executive Director

Dated: _____ Signed: _____
United Latinos
Name: _____
Title: _____

Dated: _____ Signed: _____
Misael Echeveste

Dated: _____ Signed: _____
County of Sacramento
Name: _____
Title: _____

Dated: _____ Signed: _____
On behalf of Scott R. Jones
Name: _____
Title: _____

mediation. In the event that mediation is unsuccessful, either Party may seek resolution by the Court. The prevailing party in any action to enforce the rights or obligations arising under this Agreement shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

Dated: _____

Signed: _____

NorCal Resist

Name: _____

Title: _____

Dated: 11/21/2022

Signed: _____

United Latinos

Name: _____

Title: _____

Jose Morales
Vice President

Dated: _____

Signed: _____

Misael Echeveste

Dated: _____

Signed: _____

County of Sacramento

Name: _____

Title: _____

Dated: _____

Signed: _____

On behalf of Scott R. Jones

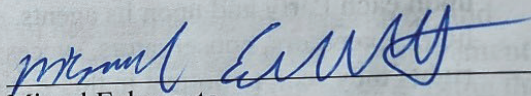
Name: _____

Title: _____

mediation. In the event that mediation is unsuccessful, either Party may seek resolution by the Court. The prevailing party in any action to enforce the rights or obligations arising under this Agreement shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

Dated: _____ Signed: _____
NorCal Resist
Name: _____
Title: _____

Dated: _____ Signed: _____
United Latinos
Name: _____
Title: _____

Dated: 12/16/2022 Signed: 
Misael Echeveste

Dated: _____ Signed: _____
County of Sacramento
Name: _____
Title: _____


Dated: _____ Signed: _____
On behalf of Scott R. Jones
Name: _____
Title: _____

mediation. In the event that mediation is unsuccessful, either Party may seek resolution by the Court. The prevailing party in any action to enforce the rights or obligations arising under this Agreement shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

Dated: _____ Signed: _____
NorCal Resist
Name: _____
Title: _____

Dated: _____ Signed: _____
United Latinos
Name: _____
Title: _____

Dated: _____ Signed: _____
Misael Echeveste

Dated: 11/28/22 Signed: 
County of Sacramento
Name: Lisa A. Travis
Title: County Counsel

Dated: _____ Signed: _____
On behalf of Scott R. Jones
Name: _____
Title: _____

mediation. In the event that mediation is unsuccessful, either Party may seek resolution by the Court. The prevailing party in any action to enforce the rights or obligations arising under this Agreement shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

Dated: _____

Signed: _____

NorCal Resist

Name: _____

Title: _____

Dated: _____

Signed: _____

United Latinos

Name: _____

Title: _____

Dated: _____

Signed: _____

Misael Echeveste

Dated: _____

Signed: _____

County of Sacramento

Name: _____

Title: _____

Dated: 11/21/2022

Signed: _____


On behalf of Scott R. Jones

Name: _____

SCOTT R. JONES

Title: _____

SHERIFF

Exhibit A

**POST ORDER****ICE Detainers and Communications****I. Purpose**

The purpose of this Post Order is to establish guidelines for compliance with the California Values Act (SB 54), the California Truth Act, and related statutes governing the release of incarcerated persons with Immigrations and Customs Enforcement (ICE) Immigration Detainers into ICE custody, communicating with ICE, and procedures for ICE access to incarcerated persons.

It is the policy of the Sacramento County Sheriff's Office (Sheriff's Office) to comply with California law governing law enforcement's ability to interact and cooperate with federal immigration officers.

II. Detainers

- A. No ICE Immigration Detainer – Notice of Action (DHS Form I-247) will be honored on its own.

Upon receipt of the Immigration Detainer – Notice of Action (DHS Form I-247), the copy shall be stamped "THE SHERIFF'S OFFICE WILL NOT COMPLY WITH THIS DETAINER." and signed by receiving Sheriff's Office booking personnel, who shall ensure a stamped copy is delivered to the incarcerated person. Main Jail or RCCC Booking Personnel shall confirm this copy is given to the incarcerated person no later than the end of their current shift. A copy of the stamped and signed form shall be uploaded into the incarcerated person's custody file. All versions of I-247 detainers shall be entered into JIMS and immediately canceled. The comments line shall state "Per Main Jail/RCCC Policy."

- B. No ICE detainer, with or without a Sheriff's Office "Intent to Notify" form, shall delay an incarcerated person's release date or release time frame.
- C. Failing to honor I-247 detainers, with or without a Sheriff's Office "Intent to Notify" form, will not constitute a wrongful release.

III. Values Act Compliance For Transfer

- A. ICE shall provide written proof to Sheriff's Office booking personnel of either (1) a judicial warrant for a violation of federal criminal immigration law issued by a

federal judge or a federal magistrate judge, (2) a judicial probable cause determination made by a federal judge or a federal magistrate judge, or (3) that the incarcerated person has one or more qualifying criminal history factors pursuant to Government Code section 7282.5. In order to constitute written proof, a completed ICE transfer, notification, and/or hold request must contain the qualifying criminal history factor meeting the Values Act criteria. This shall be done for every custody session.

- B. Sheriff's Office booking personnel shall initially determine whether the incarcerated person may have a qualifying criminal history factor pursuant to Government Code section 7282.5 with reference to the Sheriff's Office list of qualifying convictions under SB 54.
- C. Sheriff's Office booking personnel shall then verify that the qualifying SB 54 conviction provided by ICE is correct using the Sheriff's Office "Criminal History Review" form in conjunction with the "Intent to Notify" form. When the qualifying criminal history factor is a conviction under a statute that includes a simple misdemeanor offense in addition to a "wobbler" and/or a felony offense, booking personnel shall only consider a qualifying conviction under SB 54. **(See Attachment B for the form.)**
- D. When Sheriff's Office personnel receive proper written proof of an ICE request to transfer an incarcerated person to ICE custody, and the SB54 qualifying conviction has been verified, then the "Intent to Notify" form shall be filled out. The Sheriff's Office booking personnel will call the incarcerated person to booking, have the incarcerated person complete the form, and booking staff shall provide a copy of the completed form to the incarcerated person. Booking personnel will then provide a scanned copy or copy to the incarcerated person's attorney or designee via email or regular mail. The original completed Sheriff's Office "Intent to Notify" form shall be placed in the ICE Binder and a copy shall be placed in the incarcerated person's file.
- E. "SB 54" and the "qualifying conviction" shall be entered on the release line of the incarcerated person's "PF4" screen in JIMS.
- F. No remarks will be placed in the incarcerated person's "PF2" screen in JIMS regarding Values Act qualifications.
- G. The severity of the arrestee's current charges has no bearing on whether they meet the criteria for transfer under the Values Act. The determining factor will be the **previous convictions** contained in the arrestee's criminal history and **when those convictions occurred**.
- H. Values Act criteria may be met by out-of-state convictions in the arrestee's criminal history, but only if the out-of-state conviction is for an offense that has substantially the same elements as the

corresponding offense in the California criminal codes that would constitute a basis for transfer. Values Act convictions are not limited to the California criminal codes. Sheriff's Office booking personnel shall refer questions about whether an out-of-state conviction meets the criteria for transfer under the Values Act to Facility Command, who may seek the advice of County Counsel to resolve such questions.

- I. Completing the process described in this section shall not prolong the incarcerated person's detention.

IV. Communications to ICE

- A. At no time shall Sheriff's Office personnel initiate contact with ICE about an incarcerated person's custody based solely on an incarcerated person's place of birth or citizenship or immigration status. Contacts include telephone calls, teletypes, emails, faxes and face to face contact with ICE agents.
- B. Release dates for all incarcerated persons are publicly available through the public information telephone line. Release date information requests received from ICE agents on the public telephone line can be handled accordingly by trained booking personnel. Any additional information that is not otherwise publicly released shall not be provided to the requesting ICE agent.
- C. Only the Records Officer 2 (RO2) or Booking Sergeant shall initiate contact with ICE about incarcerated persons to be transferred to ICE custody. The RO2 or Booking Sergeant may provide release information to ICE for incarcerated persons to be transferred to ICE that has all of the following:
 - 1. A cancelled ICE Immigration Detainer – Notice of Action (DHS Form I-247), **and**;
 - 2. A completed ICE transfer, notification, and/or hold request containing proof of a qualifying SB 54 criminal history factor **and**;
 - 3. A completed Sheriff's Office "Intent to Notify" form demonstrating a qualifying SB 54 conviction **and**;
 - 4. Facility Commander approval: The request shall be reviewed by the Booking Supervisor, Shift Watch Commander, and be approved by the facility Executive Lieutenant or Captain.
- D. The Values Act authorizes ICE to be in the Sheriff's Office correctional facilities to conduct interviews with incarcerated persons they believe are in violation of federal law. These interviews require the incarcerated person's signed consent.

- E. The Sheriff's Office ICE Interview Request Advisement and Consent Form shall be provided to any incarcerated person ICE wants to interview. If the incarcerated person consents to the interview, then the interview may be scheduled. A copy of the form shall be given to the incarcerated person, a copy will be placed in the incarcerated person's custody file, and the original will be placed in the ICE Binder. **(See Attachment A for the form.)**
- F. An ICE request to interview an incarcerated person shall be scheduled, via JIMS, through the Law Enforcement Assistance desk (Desk 3 at the Main Jail / Duty Desk at RCCC). Once the incarcerated person consents to the ICE interview, the attorney is notified per the incarcerated person's request and provides an appropriate interview time, the interview shall be entered into JIMS as a **law enforcement interview with ICE (See example screen shot below.**

The screenshot displays the JIMS system interface for 'INMATE SCHEDULE AND ACTIVE MOVEMENT (PF5)'. It shows fields for 'LINE', 'EXTENDED', 'MOVEMENT HISTORY', 'SWP', and 'UPDATE'. Below these, there are sections for 'CURRENT LOC', 'HOUSING LOC', 'MOVE CONTROL', 'DATE', 'TIME', and 'PROJECTED RELEASE'. A table at the bottom lists 'LINE', 'DESTINATION', 'MOVEMENT REASON', 'DAY', 'DATE', 'TIME', 'FROM', 'TO', and 'EX'. The first entry in the table is 'R3C BKG M' with a movement reason of 'I.C.E. AGENT INTERVIEW' on 'MON 12/27/2021' from '1230' to '1330'. The screen number '01' is visible in the bottom left corner.

- G. An ICE Binder shall be kept at the Release Office/Release Desk. The ICE Binder shall have three tabs:

Tab One: Will include this Post Order, blank forms, applicable code sections, examples of current DHS forms, the DOJ reporting form, and qualifying convictions under SB 54.

Tab Two: Will include signed Sheriff's Office ICE Interview Request Advisement and Consent forms, arranged by date.

Tab Three: Will include signed Sheriff's Office "Intent to Notify" forms, arranged by date. The original of every Sheriff's Office "Intent to Notify" form shall be added to the ICE Binder.

Tab Four: Will include a log sheet of incarcerated persons transferred to ICE. The log sheet shall include incarcerated person's name, X-reference, date and time of transfer, and the ICE agent(s) who took custody of incarcerated person.

H. Advisements about incarcerated individuals to ICE shall be documented on the Sheriff's Office "Intent to Notify" form.

1. The approving commander will be documented on the form.
2. The qualifying SB 54 convictions and criminal code section shall be documented on the Sheriff's Office "Intent to Notify" form.
3. The form shall include the name and badge number of the ICE Employee contacted and the date and time of contact.
4. Required information on the "Intent to Notify" form shall also include the name/badge of the Sheriff's Office employee who contacted ICE, the name/badge of the Sheriff's Office employee who contacted the attorney or designee, and the date and time of the contacts.

V. Advisements to Incarcerated Persons

A. Any incarcerated person ICE has requested to interview shall receive a written Sheriff's Office ICE Interview Request Advisement and Consent form to complete.

1. Incarcerated persons shall complete and sign the form acknowledging they understand the form and mark whether they accept or decline the interview. A copy of the form shall be given to the incarcerated person, a copy will be placed in the incarcerated person's custody file, and the original will be placed in the ICE Binder.
2. The form explains the purpose of an ICE interview, states that the interview is voluntary, and states that the incarcerated person may decline to be interviewed and/or request their attorney be present during an interview.
3. The ICE Interview Request Advisement and Consent form shall comply with Government Code section 7283.1(a).
4. This form shall be provided to incarcerated persons as soon as possible upon receiving the interview request from ICE. **(See Attachment A for the form.)**

B. Upon receipt of the Immigration Detainer – Notice of Action (DHS Form I-247), the copy shall be stamped "THE SHERIFF'S OFFICE WILL NOT COMPLY WITH THIS DETAINER." and signed by receiving Sheriff's Office booking personnel, who shall ensure a stamped copy is delivered to the incarcerated person. Main Jail or RCCC booking personnel shall confirm this copy is given to the incarcerated person no later than the end of their current shift. A copy of the stamped and signed form shall be uploaded into the incarcerated person's custody file. All versions of I-247 detainers shall be entered into JIMS and immediately canceled.

C. When Sheriff's Office personnel receive proper written proof of an ICE request to transfer an incarcerated person to ICE custody, and the SB54

qualifying conviction has been verified, then the "Intent to Notify" form shall be filled out. The Sheriff's Office booking personnel will call the

incarcerated person to booking, have the incarcerated person complete the form, and booking staff shall provide a copy of the completed form to the incarcerated person. Booking staff will then provide a scanned copy or copy to the incarcerated person's attorney or designee via email or regular mail. The original completed Sheriff's Office "Intent to Notify" form shall be placed in the ICE Binder and a copy shall be placed in the incarcerated person's file.

VI. Physical Release of Incarcerated Persons

- A. Incarcerated persons with canceled ICE detainers, **without** a Sheriff's Office "Intent to Notify" form verifying an SB 54 qualifying conviction, shall be released from the Sheriff's Office custody in the same manner as all other releases and no transfers to ICE shall take place.
- B. At the time of release, ICE agents may only take physical custody of any incarcerated individual on the secured side of the Main Jail or RCCC only when the incarcerated person meets Values Act criteria for detention, if the following is met:
 - 1. A standalone federal judicial warrant; **or**
 - 2. A standalone federal judicial probable cause determination

The following combination of forms:

- 1. A canceled ICE Immigration Detainer – Notice of Action (DHS Form I-247); **and**
- 2. A completed ICE transfer, notification, and/or hold request containing proof of a qualifying SB 54 criminal history factor; **and**
- 3. A completed Sheriff's Office "Intent to Notify" form with the qualifying SB 54 conviction **and**;
- 4. Facility Commander's approval: The request shall be reviewed by the Booking Supervisor, Shift Watch Commander, and be approved by the Executive Lieutenant or Captain.

Sheriff's Office personnel shall NEVER facilitate the transfer of an incarcerated person to ICE agents on the public (non-secured) side of the Main Jail or RCCC.

VII. Special Circumstances

- A. Medical Expedites: Incarcerated persons with medical issues that require a release for emergency medical needs will be released immediately regardless of an immigration detainer.
- B. Bonds: It is the responsibility of the bail agency to be aware of detainees placed on incarcerated persons. Release Officers shall not communicate with the bond agency regarding immigration detainees.
- C. Warrants:
 - 1. If an incarcerated person has an active warrant from an outside agency that is not releasable by citation and an ICE detainer, the warrant supersedes the ICE detainer. Personnel should provide a copy of the immigration detainer to the agency upon transfer.
 - 2. If the outside agency later refuses or fails to pick up the incarcerated person, the incarcerated person shall be released according to this order.

References: CA GOV 7282-7282.5, CA GOV 7283-7283.2, CA SB 54

Attachments: Attachment A	ICE Interview Request Advisement and Consent Form
Attachment B	Sheriff's Office "Intent to Notify" Form

Related Orders: Operations Order 4/09, Releases; Operations Order 2/07, Access to Facilities



SACRAMENTO COUNTY SHERIFF'S OFFICE

Immigration and Customs Enforcement (ICE)

Interview Request Advisement and Consent Form

English

☐ Solicito recibir este formulario en español

☐ 我要求收到这份中文表格

☐ Hinihiling kong matanggap ang form na ito sa Tagalog

☐ Kuv thov txais daim foos no ua Lus Hmoob

☐ Tôi yêu cầu được nhận biểu mẫu này bằng tiếng Việt

☐ 이 양식을 한국어로 받기 원합니다

☐ Я прошу получить это уведомление на Русском языке

Interview Request Advisement

An Immigration and Customs Enforcement (ICE) agent may request to interview you for the purpose of determining civil immigration violations. This interview is voluntary. You have the right to remain silent and can decline to speak with an ICE agent. You can also speak to a lawyer before the interview or have your lawyer present at the interview. The government will not pay for your lawyer. Anything you say to the ICE agent at the interview may be used against you in immigration court.

Consent

I understand the ICE Interview Advisement and Consent and

☐ Yes, I agree to do the interview alone

☐ Yes, I agree to do the interview with my attorney present

My attorney's name is

My attorney's email address is

My attorney's phone number is

If you do not have the attorney's contact information, we shall mail the notice to the attorney's information available on the California State Bar website. CA <https://www.calbar.ca.gov/>

Attorney Notified by:

Name/Badge

Date:

☐ Email

☐ Regular Mail

Refusal

I understand the ICE Interview Advisement and Consent Form and

☐ No, I do not want to be interviewed

Print Name:

X-Reference

Signature

Date

Distribution:

- Original to ICE Binder
- Copy to Incarcerated Person
- Copy to Incarcerated Person Custody File
- Copy to Incarcerated Person's Attorney, if named

SSO Form 7400-252 (New 10-2022)



SACRAMENTO COUNTY SHERIFF'S OFFICE

Notice to Incarcerated Person of Immigration and Customs Enforcement Request and Intent to Notify/Transfer

California Government Code § 7283.1(b)

☐ Solicito recibir este formulario en español

☐ 我要求收到这份中文表格

☐ Hinihiling kong matanggap ang form na ito sa Tagalog

☐ Kuv thov txais daim foos no ua Lus Hmoob

☐ Tôi yêu cầu được nhận biểu mẫu này bằng tiếng Việt

☐ 이 양식을 한국어로 받기 원합니다

☐ Я прошу получить это уведомление на Русском языке

Name of Incarcerated Person		Date
X-Reference		Housing Location
<p>The Office of Immigration and Customs Enforcement (ICE) has issued a transfer, notification, and/or hold request.</p> <p>The Sacramento County Sheriff's Office <input type="checkbox"/> Will Comply <input type="checkbox"/> Will Not Comply with the ICE documents.</p> <p>A copy of the ICE request is attached to this notice. The Sacramento County Sheriff's Office must conduct a screening under California Government Code §7282.5 to determine whether or not it may notify ICE of your release date and/or transfer you to ICE's custody. If you have a qualifying conviction or charge per California Government Code §7282.5, the Sheriff's Office will provide your release date to ICE. If ICE has requested to pick you up upon your release, and you have a qualifying conviction, the Sheriff's Office will transfer you to the custody of ICE.</p> <p>The Sacramento County Sheriff's Office will notify and provide a copy of the attached ICE request along with this notice to your attorney or designee.</p> <p>I request this notice and the ICE request be provided to my (check one)</p> <p><input type="checkbox"/> Attorney <input type="checkbox"/> Designee <input type="checkbox"/> I do not want the Sacramento County Sheriff's Office to notify anyone</p>		
Name		
Address		
City	State	ZIP Code
Email	Phone	
<input type="checkbox"/> I do not want the Sacramento County Sheriff's Office to notify anyone.		
Signature of Incarcerated Person		<input type="checkbox"/> Incarcerated Person refuses to sign
Attorney or Designee Notified by:		
Name/Badge	Date:	<input type="checkbox"/> Email <input type="checkbox"/> Regular Mail

Continuation of Notice to Incarcerated Person of Immigration and Customs Enforcement
Request and Intent to Notify/Transfer for:

Name of Incarcerated Person

X-REF

Sheriff's Office Use Only Criminal History Review	
Review of criminal history will be verified and completed by TWO booking staff personnel: Booking Personnel AND SRO2	
Conviction Verified Using: <input type="checkbox"/> JIMS <input type="checkbox"/> ICLETS RAP SHEET	
Conviction	Conviction Date
Case Number	Severity: <input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor
Jurisdiction	
If incarcerated person has an SB 54 qualifying conviction:	
Approving Commander	
RO2 who notified ICE (Name and Badge#)	
Date and Time ICE Notified	
Name and Badge of Notified ICE Agent	
ICE Elects to Pick up Incarcerated Individual	<input type="checkbox"/> YES <input type="checkbox"/> NO

Distribution:

- Original to ICE Binder
- Page 1 Copy to Incarcerated Person
- Copy to Incarcerated Person's Custody File
- Page 1 Copy to Incarcerated Person's Attorney or Designee if Named

Exhibit B

Communication and Notification with
Immigration and Customs Enforcement

ICE

It is the Policy of the Sacramento County Sheriff's Office to comply with California law governing law enforcement's ability to interact and cooperate with federal immigration officers.

So, what do you do when you receive detainee forms from ICE ?

(Immigration Detainer – Notice of Action)

- Upon receipt of a ICE Immigration Detainer, I-247 form, the copy will be stamped **“The Sheriff’s Office will not comply with this detainer”** and signed by receiving Sheriff’s office booking personnel who will ensure a copy is delivered to the incarcerated person no later than the end of their shift. A stamped copy shall also be placed in the custody file.
- All versions of I-247 detainers will be entered into JIMS and immediately canceled with the comment: **“Cancelled per Main jail/RCCC policy”**.
- No ICE detainer, with or without a Sheriff’s Office “Intent to Notify” form shall delay an incarcerated person’s release date or release time frame.
- Failing to honor I-247 forms with or without a Sheriff’s Office “Intent to Notify” form, will not constitute a wrongful release.

[illegible]

I-203 Received

(Order to Detain or Release Alien)

- Create an ICE hold in JIMS and place the hold in abeyance. A notation will be added under PF4, stating if the I-203 meets SB 54 criteria or not.
- The I-203 form and any attached paperwork will be placed in the inmate's file.
- This form will minimally contain the qualifying conviction meeting the Values Act criteria.
- This shall be done for every custody session.

ORDER TO DETAIN OR RELEASE ALIEN			
TO: NAME AND TITLE OF AGENCY TO WHICH ORDER IS ISSUED			
FROM: ICE			
REASON FOR ORDER: <input type="checkbox"/> Detain <input type="checkbox"/> Release			
ORDER OF ALIEN: <input type="checkbox"/> Detain <input type="checkbox"/> Release			
ALY (Last, First, Middle Initial):			
Date of Birth:			
Place of Birth:			
Signature of ICE Officer (Date):			
REMARKS:			
Signature of Order Administrator:			
Date (MM/DD/YYYY):			
UNIT IDENTIFICATION NUMBER AND SECURITY:			

Intent to Notify Form requirements

- Advisements about incarcerated individuals to ICE shall be documented on the Sheriff's Office "Intent to Notify" form.
- The qualifying SB 54 convictions and criminal code section shall be documented on the form.
- The form shall include the name and badge number # of the ICE Employee contacted and the date and time of contact.
- Required information on the "Intent to Notify" form shall also include the name/badge of the Sheriff's Office employee who contacted ICE, the name/badge # of the Sheriff's Office employee who contacted the attorney or designee, and the date and time of the contacts.
- The approving Commander will be documented on the form.

Example of “Intent to Notify” Form

The incarcerated person will be called to booking to complete and either sign or not sign, check the box to notify/not notify attorney, or the option to not notify anyone.

The completed form shall be placed in the ICE Binder.

- Original copy in ICE Binder
- Copy will be given to incarcerated person along with the attached ICE I247.
- Copy placed into incarcerated person’s file

The Sacramento Sheriff’s Office will notify and provide a copy of the attached ICE Immigration request along with this notice to your attorney or designee.

SACRAMENTO COUNTY SHERIFF'S OFFICE	
Notice to Incarcerated Person of Immigration and Customs Enforcement Request and Intent to Notify / Transfer	
California Government Code § 7283.1(b)	
<input type="checkbox"/> Solicito recibir este formulario en español	<input type="checkbox"/> Tôi yêu cầu được nhận biểu mẫu này bằng tiếng Việt
<input type="checkbox"/> 我要索取此通知单为中文	<input type="checkbox"/> 이 양식을 한국어로 받기 원합니다
<input type="checkbox"/> Hindiing long maunigapang form na Ito sa Tagalog	
Name of Incarcerated Person	Date
Reference	Housing Location
The Office of Immigration and Customs Enforcement (ICE) has issued a(n): transfer, notification, and/or hold request.	
The Sacramento County Sheriff's Office <input checked="" type="checkbox"/> Will Comply <input type="checkbox"/> Will Not Comply with the ICE documents.	
A copy of the ICE request is attached to this notice. The Sacramento County Sheriff's Office must conduct a screening under California Government Code § 7282.5 to determine whether or not it may notify ICE of your release date and/or transfer you to ICE's custody. If you have a qualifying conviction or charge per California Government Code § 7282.5, the Sheriff's Office will provide your release date to ICE. If ICE has requested to pick you up upon your release, and you have a qualifying conviction, the Sheriff's Office will transfer you to the custody of ICE.	
The Sacramento County Sheriff's Office will notify and provide a copy of the attached ICE request along with this notice to your attorney or designee.	
I request this notice and the ICE request be provided to my (check one)	
<input type="checkbox"/> Attorney or <input checked="" type="checkbox"/> Designee <input type="checkbox"/> I do not want the Sacramento County Sheriff's Office to notify anyone.	
Name	
Address	
City	State ZIP Code
Email	Phone
Signature of Incarcerated Person	<input type="checkbox"/> Incarcerated person refuses to sign
Attorney/Designee Notified by: Name/Address/Date/Email or Regular Mail	
Main Jail/RCCC	9 of 10 (REV 08/22)

DATE	TIME	LOCATION	NAME	AGE	SEX	HAIR	COMPLEXION	HEIGHT	WEIGHT	SCARS	MARKS	REMARKS
1944	10:30	NEW YORK	JOHN DOE	35	M	BROWN	Fair	5'8"	170	None	None	...
<p>1. Name: JOHN DOE</p> <p>2. Address: 123 Main St, New York, NY</p> <p>3. Occupation: Salesman</p> <p>4. Date of Birth: 1909</p> <p>5. Place of Birth: New York</p> <p>6. Education: High School</p> <p>7. Marital Status: Single</p> <p>8. Previous Record: None</p> <p>9. Physical Description: ...</p> <p>10. ...</p>												

- RCCC PAGE 10 OF 10 (REV 12/19)

Adviseements to Incarcerated Persons: ICE Interview

The Values Act authorizes ICE to be in the Sheriff's Office correctional facilities to conduct interviews with incarcerated persons they believe are in violation of federal law. These interviews require the incarcerated person's signed consent.

The Sheriff's Office ICE Interview Request Advisement and Consent Form shall be provided to any incarcerated person ICE wants to interview. If the incarcerated person consents to the interview, then the interview may be scheduled. A copy of the form shall be given to the incarcerated person, a copy will be placed in the incarcerated person's custody file, and the original will be placed in the ICE Binder.


An ICE request to interview an incarcerated person shall be scheduled, via JIMS, through the Law Enforcement Assistance desk (Desk 3 at the Main Jail / Duty Desk at RCCC). Once the incarcerated person consents to the ICE interview, the attorney is notified per the incarcerated person's request and provides an appropriate interview time, the interview shall be entered into JIMS as a **law enforcement interview with ICE.**

ICE Interview Request Advisement and Consent Form

Any incarcerated person ICE has requested to interview shall receive a written Sheriff's Office ICE Interview Request Advisement and Consent form to complete.

1. Incarcerated person shall complete and sign the form acknowledging they understand the form and mark whether they accept or decline the interview.
2. A copy of the form shall be given to the incarcerated person, a copy will be placed in the incarcerated person's custody file, and the original will be placed in the ICE Binder.
3. It states the Interview is Voluntary. They may decline or ask to have an Attorney present.

The ICE Interview request form shall comply with Government Code Section: 7283.1 (a)



ICE INTERVIEW REQUEST ADVISEMENT AND
CONSENT FORM

Sacramento County Sheriff's Office

☐ Solicito recibir este formulario en español

☐ 我要求收到这份中文表格

☐ Hinahiling kong magsagap ang form na ito sa Tagalog

☒ Tôi yêu cầu được nhận biểu mẫu này bằng tiếng Việt

☐ 이 양식을 한국어로 받기 바랍니다

English

An Immigration and Customs Enforcement (ICE) agent may request to interview you for the purpose of determining civil immigration status. This interview is not for criminal purposes. You are not required to speak with an ICE agent. You can also speak to a lawyer before the interview or have your lawyer speak with the ICE agent. The government will not pay for your lawyer. Anything you say to the ICE agent at the interview may be used against you in immigration court.

I understand the ICE Interview Advisement Consent Form and

☐ "Yes, I will do the interview alone."

☐ "Yes, I will do the interview with my attorney present."

My attorney's name _____

Email _____ and phone number is _____

(If you do not have attorney contact information, we shall mail the notice to the attorney's information available on the State Bar website, CA <https://www.cabarc.ca.gov/>)

☐ "No, I do not want to be interviewed"

Name, Print: _____ Signature _____

X-Reference: _____ Date: _____

Attorney Notified by: Name/Address/Email or Regular Mail _____

Distribution:
Original to ICE Binder
Copy to Incarcerated Person
Copy to Incarcerated Person's Custody File
Copy to Incarcerated Person's Attorney if Named _____

Main Jail/RCCC 8 of 10 (REV 08/22)

Criminal History Review

Review of criminal history will be verified and completed by **TWO** booking staff personnel:

- SRO 1/Release Officer
- And SRO2

The severity of the arrestee's current charges has no bearing on whether they meet the criteria for transfer under the Values Act. The determining factor will be the previous convictions contained in the arrestee's criminal history and when those convictions occurred.

Distribution:

Original to ICE Binder
Copy to incarcerated person
Copy to incarcerated person's custody file

Continuation of Notice to Incarcerated Person of Immigration and Customs Enforcement Request and Intent to Notify for:

Name of Incarcerated Person	X-REF
Sheriff's Office Use Only	
Criminal History Review	
Review of Criminal History will be verified and completed by TWO booking staff personnel: Booking Personnel AND SRO2	
Conviction Verified Using:	<input type="checkbox"/> JIMS <input type="checkbox"/> ICLE IS RAP SHEET
Qualifying Conviction	Conviction Date
Case Number	Severity: <input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor
Jurisdiction	
If incarcerated person has an SRO 1/Qualifying conviction:	
Approving Commander	
R02 who notified ICE (Name and Badge)	
Date and Time ICE Notified	
Name and Badge of Notified ICE Agent	
ICE Elects to Pick-up Notified Person	<input type="checkbox"/> YES <input type="checkbox"/> NO

Distribution:
Original to ICE Binder
Page 1 Copy to Incarcerated Person
Copy to Incarcerated Person's Custody File
Page 1 Copy to Incarcerated Person's Attorney or Designee if Named

Communication to ICE

- At no time shall Sheriff's Office personnel initiate contact with ICE about an incarcerated person's custody based solely on an incarcerated person's place of birth or citizenship or immigration status. Contacts include telephone calls, teletypes, emails, faxes, and face-to-face contact with ICE agents.
- Release dates for all incarcerated persons are publicly available through the public information telephone line. Projected release times shall not be provided via the public information telephone line. Release date information requests received from ICE agents on the public telephone line can be handled accordingly by trained booking personnel. **Any additional information that is not otherwise publicly released shall not be provided to the requesting ICE agent.**
- Only the Records Officer 2 (SRO2) or Booking Sergeant shall initiate contact with ICE about incarcerated persons to be transferred to ICE custody. The RO2 or Booking Sergeant may provide release information to ICE for incarcerated persons that have all of the following:
 - A canceled ICE Immigration Detainer – Notice of Action (DHS Form I-247A), and;
 - Either (a) A completed Order to Detain or Release Alien (DHS Form I-203) containing proof of a qualifying criminal history factor or; (b) A completed Record of Deportable/Inadmissible Alien (DHS form I-213) containing proof of a qualifying criminal history factor and;
 - A completed Sheriff's Office "Intent to Notify" form demonstrating a qualifying SB 54 conviction and;
 - Facility Commander approval: The request shall go through the Booking Supervisor, Shift Watch Commander, and be approved by the facility Executive Lieutenant or Captain.

Instructions for releasing a Sacramento County inmate with an ICE detainer.

Physical Release of Incarcerated Persons

- Incarcerated persons with canceled ICE detainers, **without** a Sheriff's Office "Intent to Notify" form verifying an SB 54 qualifying conviction, shall be released from the Sheriff's Office custody in the same manner as all other releases and **no** transfers to ICE shall take place.
- **Sheriff's Office personnel may not prolong a person's detention, even minimally, in order to complete the SB54 verification process described in this training.**
- Incarcerated persons **with** a Sheriff's Office "Intent to Notify" form and qualifying SB54 conviction shall be verified by the release officer to ensure that the qualifying SB 54 conviction provided by ICE is correct using the Sheriff's Office "Intent to Notify" form.
- At the time of release, ICE agents may only take physical custody of any incarcerated individual on the secured side of the Main Jail or RCCC only when the incarcerated person meets Values Act criteria for detention, if the following is met:
 - 1) A standalone judicial warrant or
 - 2) 2) standalone judicial probable cause determination or the following combination of forms:
- *See Next page ...*

ICE will be notified upon release *only* if the following criteria are met and are SB54 qualified:

I-247 <i>and</i>	I-203 <i>or</i>	I-213 <i>and</i>
CANCELLED ICE IMMIGRATION DETAINER	ORDER TO DETAIN OR RELEASE	RECORD OF DEPORTABLE OR INADMISSABLE ALIEN

A completed “Intent to Notify” form demonstrating a qualifying SB 54 conviction and Facility Commander approval: The request shall go through the Booking Supervisor, Shift Watch Commander, and be approved by the facility Executive Lieutenant or Captain.

Sheriff’s Office personnel shall NEVER facilitate the transfer of an incarcerated person to ICE agents on the public (non-secured) side of the Main Jail or RCCC.

Special Circumstances:

- **Medical Expedites:** Incarcerated persons with medical issues that require a release for emergency medical needs will be released immediately regardless of an immigration detainee.
- **Bonds:** It is the responsibility of the bail **agency** to be aware of detainees placed on incarcerated persons. Release Officers shall not communicate with the bond agency regarding immigration detainees.
- **Warrants:** If an incarcerated person has an active warrant from an outside agency that is not releasable by citation and an ICE detainee, the warrant supersedes the ICE detainee. Personnel should provide a copy of the immigration detainee to the agency upon transfer.
- If the outside agency later refuses or fails to pick up the incarcerated person, the incarcerated person shall be released according to this order.

ICE Binder (kept at release desk):

- An ICE Binder shall be kept at the Release Office/Release Desk. The ICE Binder shall have Four (4) tabs:
- **Tab One:** Will include the Post Order, blank forms, examples of current DHS forms, the DOJ reporting form, and applicable code sections detailing the qualifying convictions under SB 54.
- **Tab Two:** Will include signed Sheriff's Office ICE Interview Request Advisement and Consent forms, arranged by date.
- **Tab Three:** Will include signed Sheriff's Office "Intent to Notify" forms, arranged by date. A copy of every Sheriff's Office "Intent to Notify" form shall be added to the ICE Binder.
- **Tab Four:** Will include a log sheet of incarcerated persons transferred to ICE. The log sheet shall include incarcerated person's name, X-reference, date and time of transfer, and the ICE agent(s) who took custody of the incarcerated person. It also must include that it was approved by the Division Commander.

If ICE elects to pick up the inmate, then the inmate should be scheduled in JIMS as a “FAT” (FOREIGN AGENCY TRANSFER) with a comment stating it is an SB54-qualified/verified release.

Per Government Code 7283.1 (b) upon receiving any ICE hold, notification, or transfer request, the local law enforcement agency shall provide a copy of the request to the individual and inform him/her whether the law enforcement agency intends to comply with the request (Example: I-247s).

If a local law enforcement agency provides ICE with notification that an individual is being or will be released to ICE the local law enforcement agency will provide the same notification in writing to the individual and to his or her attorney of record or to 1 additional person who the individual shall be permitted to designate.

At the time of release, ICE agents may take physical custody of any individual on the secured side of RCCC that meets all of the “Values Act” criteria for detention.

If ICE declines to pick up the inmate, no further entry should be made into the ICE binder and the inmate shall be processed and released in the same manner as all other releases.

Criteria for transferring to ICE under Senate Bill 54

- 1.) Serious or Violent Felony
listed in PC1192.7 (C)
or PC 667.7 (C)
- 2.) Felony punishable by imprisonment in the state prison
- 3.) Convicted of a misdemeanor crime that is punishable as a misdemeanor or felony within the last 5 years (wobbler)
Convicted of a felony in the last 15 years
***See list below (A-AE) including wobblers that do not apply*
- 4.) The individual is a current registrant on the California Sex and Arson Registry.

(A) Assault	PC 217.1 PC 220 PC 241.1 PC 241.4 PC 241.7 PC 244 PC 244.5 PC 245 PC 245.2 PC 245.3 PC 245.5 PC 4500 PC 4501	THE FOLLOWING CODES DO NOT QUALIFY FOR TRANSFER UNDER SB54
		do not include PC 240
(B) Battery	PC 243.1 PC 243.3 PC 243.4 PC 243.6 PC 243.7 PC 243.9 PC 273.5 PC 347 PC 4501.1 PC 4501.5	do not include PC 242
(C) Use of Threats	PC 71 PC 76 PC 139 PC 140 PC 422 PC 601 PC 11418.5	
(D) Sexual Abuse Sexual Exploitation Crimes Endangering Children	PC 266 PC 266a PC 266b PC 266c PC 266d PC 266f PC 266g PC 266h PC 266i PC 266j PC 267 PC 269 PC 288 PC 288.5 PC 311.1 PC 311.3 PC 311.4 PC 311.10 PC 311.11	

	PC 647.6	do not include PC 647.6(a)(1)-(2)
(E) Child Abuse or Endangerment	PC 270 PC 271 PC 271a PC 273a PC 273ab PC 273d PC 273.4 PC 278	do not include PC 273 (a)(b)
(F) Burglary, or Robbery, or Theft, or Fraud, or Forgery, or Embezzlement	PC 211 PC 215 PC 459 PC 463 PC 470 PC 476 PC 487 PC 496 PC 503 PC 518 PC 530.5 PC 532 PC 550	<u>THE BELOW PC CODES DO NOT QUALIFY FOR TRANSFER UNDER SB 54</u> Shoplifting under \$950 PC 459.5 PC 463(c) Forgery for \$950 PC 473(b) Insufficient Funds where underlying amount is \$950 PC 476a(b) Receiving stolen property of \$950 value PC 496(a)
(G) Felony DUI (drugs or alcohol)	CVC 23153	
(H) Obstruction of Justice	PC 69 PC 95 PC 95.1 PC 136.1 PC 148.10	
(I) Bribery	PC 67 PC 67.5 PC 68 PC 85 PC 86 PC 92 PC 93 PC 137 PC 138 PC 165	do not include PC 74
(J) Escape	PC 107 PC 109 PC 110 PC 4530 PC 4530.5 PC 4532 PC 4533 PC 4534 PC 4535 PC 4536	
(K) Unlawful possession or use of: weapon, or firearm, or explosive device, or weapon of mass destruction	PC 171b PC 171c PC 171d PC 246 PC 246.3 PC 247 PC 417 PC 417.3 PC 417.6 PC 417.8 PC 4574 PC 11418 PC 11418.1 PC 12021.5 PC 12022 PC 12022.2 PC 12022.3	do not include PC 417(a) and PC 417(d)

	PC 12022.4 PC 12022.5 PC 12022.53 PC 12022.55 PC 18745 PC 18750 PC 18755 PC 26100(c) PC 26100(d)	do not include PC 26100(a)
(L) Possession of an unlawful deadly weapon, under the Deadly Weapons Recodification Act of 2010	Part 6 of the Penal Code, commencing with Section 16000	
(M) Offense involving the <u>felony</u> : possession, or sale, or distribution, or manufacture, or trafficking of controlled substance	H&S 11350 H&S 11351 H&S 11351.5 H&S 11352 H&S 11377 H&S 11378 H&S 11379 H&S 11379.6	
(N) Vandalism w/prior conviction	PC 594.7	
(O) Gang-related offenses	PC 186.22 PC 186.26 PC 186.28	
(P) Attempt or Conspiracy as defined in PC664/182 to commit any of the enumerated offenses on this list	PC 664 PC 182	
(Q) Crime resulting in death, or involving the personal infliction of great bodily injury	PC 245.6(d) PC 187 PC 191.5 PC 192 PC 192.5 PC 12022.7 PC 12022.8 PC 12022.9	
(R) Possession or use of a firearm in the commission of an offense	PC 12022	
(S) Offense that would require the individual to register as a sex offender	PC 290 PC 290.002 PC 290.006	
(T) False Imprisonment, slavery, and human trafficking	PC 181 PC 210.5 PC 236 PC 236.1 PC 4503	
(U) Criminal profiteering and money laundering	PC 186.2 PC 186.9 PC 186.10	
(V) Torture and mayhem	PC 203	
(W) Threatening the public safety	PC 219 PC 219.1	

	PC 219.2 PC 247.5 PC 404 PC 405a PC 451 PC 11413	do not include PC 404.6
(X) Elder and dependent adult abuse	PC 368	do not include PC 368(c)
(Y) Hate crime	PC 422.55	
(Z) Stalking	PC 646.9	
(AA) Soliciting the commission of a crime	PC 286(c) PC 653j	do not include PC 653.23
(AB) Offense committed while on bail or released on OR	PC 12022.1	
(AC) Rape, sodomy, oral copulation, or sexual penetration	PC 261(a)(2) PC 261(a)(6) PC 262(a)(1) PC 262(a)(4) PC 264.1 PC 286(c) PC 286(d) PC 288a(c) PC 288a(d) PC 289(a) PC 289(j)	
(AD) Kidnapping	PC 207 PC 209 PC 209.5	
(AE) VEHICLE CODE	CVC 20001(c)	

Exhibit C

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 255667 NAME: Mark R. Conrad FIRM NAME: Conrad Metlitzky Kane LLP STREET ADDRESS: Four Embarcadero Center, Suite 1400 CITY: San Francisco STATE: CA ZIP CODE: 94111 TELEPHONE NO.: (415) 343-7100 FAX NO.: (415) 343-7101 E-MAIL ADDRESS: mconrad@conmetkane.com ATTORNEY FOR (Name): Misael Echeveste	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 720 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME:	
Plaintiff/Petitioner: Misael Echeveste, et al. Defendant/Respondent: Scott R. Jones; County of Sacramento	
REQUEST FOR DISMISSAL	CASE NUMBER: 34-2021-80003768
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☐ With prejudice (2) ☒ Without prejudice
 b. (1) ☒ Complaint (2) ☒ Petition
 (3) ☐ Cross-complaint filed by (name):
 (4) ☐ Cross-complaint filed by (name):
 (5) ☐ Entire action of all parties and all causes of action
 (6) ☒ Other (specify):* Misael Echeveste only -- see Attachment A

on (date):

on (date):

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: DRAFT

Mark R. Conrad

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint -- or Response (Family Law) seeking affirmative relief -- is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(SIGNATURE)

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date):
 5. ☐ Dismissal entered on (date): as to only (name):
 6. ☐ Dismissal **not entered** as requested for the following reasons (specify):

7. a. ☐ Attorney or party without attorney notified on (date):
 b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date:

Clerk, by _____, Deputy

Page 1 of 2

ATTACHMENT A

Pursuant to the parties' anticipated settlement agreement, Mr. Echeveste hereby voluntarily dismisses his individual claims asserted in this lawsuit in order to preserve his rights. Mr. Echeveste has fully cooperated with the prosecution of this lawsuit and the investigation of his claims. Mr. Echeveste remains willing to continue to cooperate in connection with any remaining claims or issues subsequent to the dismissal of his claims.

Exhibit D

1 SEAN RIORDAN (CA Bar No. 255752)
sriordan@aclunc.org
2 MICHELLE (MINJU) Y. CHO (CA Bar No. 321939)
mcho@aclunc.org
3 **AMERICAN CIVIL LIBERTIES UNION**
FOUNDATION OF NORTHERN CALIFORNIA
4 39 Drumm Street
San Francisco, CA 94111
5 Tel: (415) 621-2493
Fax: (415) 621-8437

6 MARK R. CONRAD (CA Bar No. 255667)
mconrad@conmetkane.com
7 LIZ KIM (CA Bar No. 295277)
lkim@conmetkane.com
8 WILLIAM J. COOPER (CA Bar No. 304524)
wcooper@conmetkane.com
9 **CONRAD | METLITZKY | KANE LLP**
10 Four Embarcadero Center, Suite 1400
San Francisco, CA 94111
11 Tel: (415) 343-7100
Fax: (415) 343-7101

12 Attorneys for Petitioners/Plaintiffs
13 Misael Echeveste; NorCal Resist; and United
Latinos

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SACRAMENTO

16 MISAEL ECHEVESTE;
17 NORCAL RESIST; and
18 UNITED LATINOS,
19 Petitioners/Plaintiffs,

20 v.

21 SCOTT R. JONES, in his official capacity as
22 Sheriff of the County of Sacramento; and
COUNTY OF SACRAMENTO,
23 Respondents/Defendants.

) CASE NO.:

)
)
) **STIPULATION FOR ENTRY OF**
) **FINAL JUDGMENT (Code of Civ.**
) **Proc., § 664.6)**

24 Petitioners/Plaintiffs NorCal Resist, and United Latinos (“Plaintiffs”) and Defendants
25 County of Sacramento and Sheriff Scott R. Jones (“Defendants”), hereby file this stipulation
26 requesting that the Court enter the proposed Final Judgment (“Judgment”), attached hereto,
27 pursuant to Code of Civil Procedure section 664.6 as follows:
28

1 1. When parties to a lawsuit enter into a written settlement agreement to settle a
2 case, Code of Civil Procedure section 664.6 empowers courts to “enter judgment pursuant to
3 the terms of the settlement.”

4 2. On November 15, 2021, Plaintiffs filed a verified petition and complaint
5 asserting claims for Writ of Mandate for Violation of the California Values Act, Writ of
6 Mandate for Violation of the California Truth Act, and for relief pursuant to Code of Civil
7 Procedure section 526a against Defendants, in the Superior Court for the County of
8 Sacramento.

9 3. The parties entered into a written Settlement Agreement on November __, 2022,
10 pursuant to Code of Civil Procedure section 664.6 to resolve this lawsuit. The Settlement
11 Agreement is attached to this Stipulation and Proposed Judgment as Exhibit A. The Proposed
12 Judgment provides that this Court has jurisdiction over this matter; the settlement resolves all
13 matters in this lawsuit without trial or adjudication of any issue or law or fact; and the
14 Judgment does not constitute evidence of an admission of fault or liability by the Defendants.

15 4. The parties request the Court to retain jurisdiction to enforce the settlement
16 pursuant to Code of Civil Procedure section 664.6. This request is consistent with the proposed
17 Judgment’s terms.

18 5. Accordingly, the parties request the Court to enter the Proposed Judgment
19 pursuant to Code of Civil Procedure section 664.6.

20 **IT IS SO STIPULATED.**

21
22 DATED:

Respectfully submitted,

23 AMERICAN CIVIL LIBERTIES UNION
24 FOUNDATION OF NORTHERN CALIFORNIA

25
26 _____
27 SEAN RIORDAN
28 MICHELLE (MINJU) Y. CHO

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capacity as SHERIFF OF THE COUNTY OF
SACRAMENTO*

1 attached Settlement Agreement. The Court retains jurisdiction over the parties at their request
2 to enforce the Settlement Agreement for a term of five (5) years from entry of judgment,
3 subject to the terms of the Settlement Agreement.
4

5 DATED: _____

Hon. Steven M. Gevercer
Superior Court for the State of California,
Sacramento County