

COPY

CM-200

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vasudha Talla, SBN 316219 American Civil Liberties Foundation of Northern California, 39 Drumm St, San Francisco, CA 94111 TELEPHONE NO.: 415-293-6308 FAX NO. (Optional): E-MAIL ADDRESS (Optional): vtalla@aclunc.org ATTORNEY FOR (Name): Plaintiffs	FOR COURT USE ONLY FILED JUN 01 2022 JAMES M. KIM, Court Executive Officer MARIN COUNTY SUPERIOR COURT By: J. Chen, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Marin STREET ADDRESS: 3501 Civic Center Drive MAILING ADDRESS: P.O. Box 4988 CITY AND ZIP CODE: San Rafael CA 94903 BRANCH NAME:	
PLAINTIFF/PETITIONER: Cesar S. Lagleva, Jr., et al. DEFENDANT/RESPONDENT: Robert T. Doyle, Sheriff; Marin County	
NOTICE OF SETTLEMENT OF ENTIRE CASE	CASE NUMBER: CIV2103424
	JUDGE: Stephen P. Freccero DEPT.: A

NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF

You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is **unconditional**. You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is **conditional**. Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This entire case has been settled. The settlement is:

- a. ☐ **Unconditional.** A request for dismissal will be filed within 45 days after the date of the settlement.
 Date of settlement:
- b. ☒ **Conditional.** The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): August 1, 2022

2. Date initial pleading filed: October 14, 2021

3. Next scheduled hearing or conference:

- a. Purpose: Case Management Conference
- b. ☐ (1) Date: June 27, 2022
 (2) Time: 9:00 a.m.
 (3) Department: A

4. Trial date:

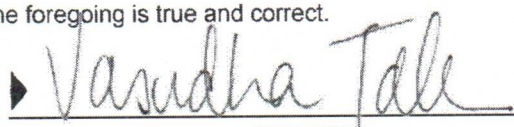
- a. ☒ No trial date set.
- b. ☐ (1) Date:
 (2) Time:
 (3) Department:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 6/1/2022

Vasudha Talla

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


 (SIGNATURE)

PLAINTIFF/PETITIONER: Cesar S. Lagleva, Jr., et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: Robert T. Doyle, Sheriff; Marin County	CIV2103424

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF SETTLEMENT OF ENTIRE CASE**

(NOTE: You cannot serve the Notice of Settlement of Entire Case if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 ACLU of Northern California
 39 Drumm Street
 San Francisco, CA 94111
 2. I served a copy of the *Notice of Settlement of Entire Case* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
 - a. ☒ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
 3. The *Notice of Settlement of Entire Case* was mailed:
 - a. on (*date*): June 1, 2022
 - b. from (*city and state*): Oakland, California
 4. The envelope was addressed and mailed as follows:

a. Name of person served: Scott Drexel Street address: 3501 Civic Center Dr. City: Suite 275, San Rafael State and zip code: CA 94903	c. Name of person served: Street address: City: State and zip code:
b. Name of person served: Street address: City: State and zip code:	d. Name of person served: Street address: City: State and zip code:
- ☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)
5. Number of pages attached 13.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 1, 2022

Vasudha Talla

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 BRIAN E. WASHINGTON, COUNTY COUNSEL
2 *Scott G. Drexel, Deputy County Counsel, SBN 254645*
3 OFFICE OF THE COUNTY COUNSEL
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5 San Rafael, CA 94903
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7 Fax: (415) 473-3796
8 rbrewer@marincounty.org

9 *Attorneys for Defendants/Respondents*
10 **SHERIFF ROBERT T. DOYLE**
11 **MARIN COUNTY SHERIFF, AND**
12 **COUNTY OF MARIN**

13 VASUDHA TALLA (SBN 316219)
14 MATTHEW CAGLE (SBN 286101)
15 ACLU FOUNDATION OF
16 NORTHERN CALIFORNIA, INC.
17 39 Drumm Street
18 San Francisco, CA 94111
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21 Email: vtalla@aclunc.org
22 mcagle@aclunc.org

23 *Counsel for Plaintiffs/Petitioners*
24 *(Additional counsel listed on second page)*

25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **COUNTY OF MARIN**

27 CESAR S. LAGLEVA, JR.;
28 LISA BENNETT; and
TARA EVANS,

Plaintiffs/Petitioners,

vs.

ROBERT T. DOYLE, MARIN COUNTY
SHERIFF;
COUNTY OF MARIN,

Defendants/Respondents.

Case No.: CIV2103424

SETTLEMENT AGREEMENT

Hon. Stephen P. Freccero

(Additional counsel continued from title page)

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ADAM SCHWARTZ (SBN 309491)
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815 Eddy Street
3 San Francisco, CA 94109
Tel.: (415) 436-9333
4 Fax: (415) 436-9993
Email: saira@eff.org
5 adam@eff.org
6
7 MOHAMMAD TAJ SAR (SBN 280152)
ACLU FOUNDATION OF SOUTHERN CALIFORNIA
1313 West Eighth Street
8 Los Angeles, CA 90017
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15 MICHAEL RISHER (SBN 191627)
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1 WHEREAS, Plaintiffs/Petitioners ("Plaintiffs") filed their original Complaint and Writ
2 Petition in the above-entitled Court on October 14, 2021, alleging that Defendants/Respondents
3 ("Defendants") Marin County Sheriff ("MCSO") and County of Marin violated two state laws,
4 S.B. 34 (Cal. Civil Code §§ 1798.90.5 et seq.) and S.B. 54 (Cal. Gov't Code §§ 7284 et seq.), by
5 sharing and transferring automated license plate reader ("ALPR") information to agencies other
6 than California public agencies, including out-of-state and federal agencies. Plaintiffs sought
7 equitable relief, declaratory relief, costs, and fees.

8 WHEREAS, S.B. 34 restricts California law enforcement agencies from sharing,
9 transferring, or making available ALPR information¹ to entities that are not California public
10 agencies, such as federal and out-of-state government agencies.

11 WHEREAS, S.B. 34 restrict California law enforcement agencies from sharing a "hot
12 list"² with U.S. Immigration and Customs Enforcement ("ICE") or U.S. Customs and Border
13 Protection ("CBP"). MCSO understands that S.B. 54 also forbids MCSO from investigating or
14 stopping a vehicle based solely on a detection by an MCSO ALPR of a plate included on a hot list
15 by ICE or CBP for immigration enforcement purposes.

16 WHEREAS, following filing of this action, Plaintiffs and Defendants (the "Parties") met
17 and conferred on November 12, 2021, pursuant to California Rule of Court 3.724. During that
18 meeting, counsel for Defendants informed Plaintiffs' counsel that Defendants had taken certain
19 actions that Defendants believed mooted this litigation.

20 WHEREAS, Plaintiffs and Defendants then entered into settlement discussions based on
21 Defendant's policy modifications.

22 WHEREAS, MCSO uses the LEARN system of Vigilant Solutions ("Vigilant") to share,
23 transfer, and receive ALPR information with other entities such as law enforcement agencies,
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27 ¹ S.B. 34 defines "ALPR information" to include "information or data collected through the use of
28 an ALPR system."

² A "hot list" is a list of license plate numbers associated with vehicles of interest.

1 including by accepting other entities as “sharing partners”³ and by accepting hot lists shared by
2 other entities. Defendants have asserted that if MCSO accepts a hot list shared by another entity,
3 no ALPR information corresponding to license plates on that hot list will be shared automatically
4 by MCSO or Vigilant with that entity, unless the MCSO has also accepted that entity as a sharing
5 partner. Defendants have asserted that this scenario applies to an entity that, in the Vigilant “Data
6 Sharing Report” for the MCSO, appears in the “Hot Lists Received” section but not the
7 “Detections Shared” section.

8 WHEREAS, MCSO Policy 426 governing the use of ALPRs, as revised on May 10, 2022,
9 is attached hereto as Exhibit A.

10 WHEREAS, the Parties wish to settle the above-entitled action without further litigation.

11 NOW, THEREFORE it is hereby agreed by and between Plaintiffs and Defendants:

12 1. Defendants agree to take all of the following actions:

13 a. MCSO shall only share ALPR data in compliance with SB 34 and as
14 reflected in attached Policy 426.

15 b. MCSO shall not share hot lists with ICE or CBP, or any subcomponent of
16 either agency.

17 c. MCSO shall promulgate, as a final policy, the attached version of Policy
18 426 on ALPRs.

19 2. Defendants agree to pay or effect payment to Plaintiffs’ attorneys, by means of
20 check payable to the ACLU Foundation of Northern California, for the sum of \$49,000. Payment
21 shall be made no later than July 1, 2022. Said payment will fully and finally settle all of Plaintiffs’
22 claims against Defendants for attorneys’ fees, costs, expenses, and interests arising from and
23 related to this litigation. If payment of said sum is not made by the aforementioned date, interest
24 shall accrue on the unpaid sums until the unpaid sum is paid.

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27 ³ A “sharing partner” is an entity that appears in the “Detections Shared” section of the Vigilant
28 “Data Sharing Report” as MCSO has selected that entity as one with which it will share ALPR
information collected by MCSO.

1 3. The foregoing shall not constitute a release of any claims in the event of
2 Defendants' failure to comply with the terms of this Agreement.

3 4. This Agreement binds and benefits the Parties' respective successors, assigns,
4 legatees, heirs, and personal representatives, including those which may result from a
5 reorganization of the relevant Defendant agencies, and including any ALPR system that may be
6 used by Defendants in the future.

7 5. In consideration for the foregoing, Plaintiffs, on their on behalf and on behalf of all
8 their successors, heirs, assigns, and agents, release and forever discharge Defendants, and all of
9 their respective current and former agents, employees, attorneys, affiliates, and insurers from any
10 and all claims which arise from the allegations in their Complaint and Writ Petition.

11 6. In consideration for the foregoing, Plaintiffs agree to voluntarily dismiss this case
12 with prejudice, upon receipt of attorney's fees as set forth above.

13 7. It is understood and agreed by the Parties that this Agreement (together with the
14 attached Policy) constitutes the entire Agreement among the Parties with respect to the subject
15 matter hereof. This Agreement may only be amended by a writing signed by the Parties.

16 8. This Agreement shall be governed by, interpreted, and construed in accordance
17 with the substantive laws of the State of California.

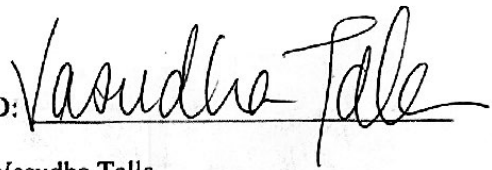
18 9. If any provision of this Agreement is declared by a court of competent jurisdiction
19 to be invalid, void, and unforceable, the remaining portions of this Agreement shall continue in
20 full force and effect.

21 **IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed
22 as follows:

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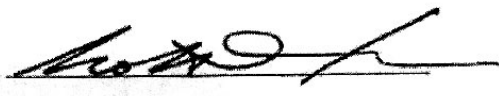
COUNSEL FOR THE PARTIES:

DATE: 5/27/2022

SIGNED: 

Vasudha Talla
ACLU FOUNDATION OF NORTHERN
CALIFORNIA, INC.
39 Drumm Street
San Francisco, CA 94111
Tel.: (415) 621-2493
Email: vtalla@aclunc.org
Counsel for Plaintiffs

DATE: 5-20-22

SIGNED: 

SCOTT G. DREXEL
Deputy County Counsel
COUNTY OF MARIN
3501 Civic Center Drive, #275
San Rafael, CA 94903
Tel: (415) 473-6117
Counsel for Defendants

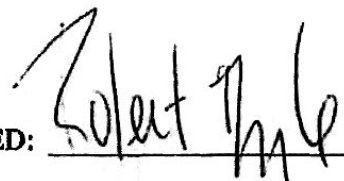
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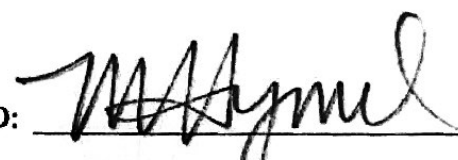
PARTIES:

DATE: 5/26/22 SIGNED: 
Cesar S. Lagleva, Jr.

DATE: _____ SIGNED: _____
Lisa Bennett

DATE: _____ SIGNED: _____
Tara Evans

DATE: 5/20/22 SIGNED: 
Robert Doyle

DATE: 5/24/22 SIGNED: 
Matthew Hymel

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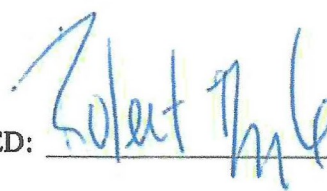
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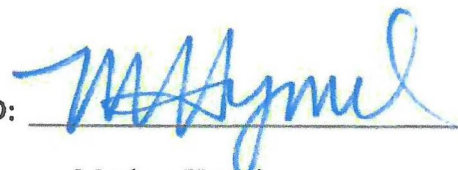
Cesar S. Lagleva, Jr.

DATE: 5/25/22 SIGNED: 
Lisa Bennett

DATE: _____ SIGNED: _____

Tara Evans

DATE: 5/20/22 SIGNED: 
Robert Doyle

DATE: 5/24/22 SIGNED: 
Matthew Hymel

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PARTIES:

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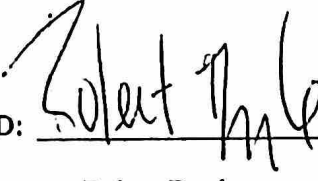
Cesar S. Lagleva, Jr.

DATE: _____ SIGNED: _____

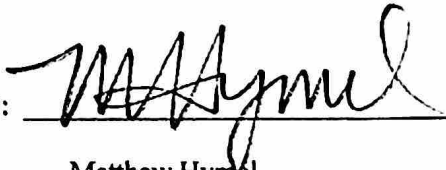
Lisa Bennett

DATE: 5/29/22 SIGNED: 

Tara Evans

DATE: 5/20/22 SIGNED: 

Robert Doyle

DATE: 5/28/22 SIGNED: 

Matthew Hymel

EXHIBIT A

Automated License Plate Readers (ALPRs)

426.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

426.1.1 DEFINITIONS

Automated License Plate Recognition (ALPR) System - A computer based system that utilizes special cameras to capture a color image, as well as an infrared image, of the license plate of a passing vehicle. The infrared image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against an "information data file" (i.e., Hot List) containing information on stolen or wanted vehicles as well as vehicles associated with AMBER alerts, warrant subjects or other criteria.

CLETS - California Law Enforcement Telecommunications System.

426.1.2 PROCEDURES

[Procedures Manual: 429.1 AUTOMATIC LICENSE PLATE READER PROCEDURES](#)

426.2 POLICY

It is the policy of this department to establish a procedure for the use of an ALPR system. The intent of this policy is to create procedures to protect the information collected and identify the authorized uses of the ALPR system.

426.3 ADMINISTRATION

The ALPR technology provides a manner in which vehicle license plates can be automatically scanned by a computer from a moving vehicle or a fixed location. If the license plate is a match and comes up wanted, the system will alert the officer with both an audible and visible alert.

Images of the license plate and vehicle, as well as a brief explanation of what the vehicle is wanted for will be displayed. The entire process is automatic and takes less than a second.

The ALPR system has the capability to capture quality images in a variety of settings, including darkness, oncoming headlights, bright sunlight, low sunlight, deep shadows and glare. The system has the capability to capture the license plate while capturing a color overview image of the vehicle associated with the plate. The system has the capability to allow authorized personnel to search for previously read plates and retrieve a GPS time stamped photo of each read plate. The system also has the capability to allow read plates to be plotted on a map for analysis.

The ALPR system will not read all license plates. The system only reads plates that it can detect with its cameras. License plates must be in the field of view of the camera and in the infrared color spectrum. Specifically, in order to read the plate, it must have reflective characteristics. Older blue California plates and extremely dirty, mutilated or obscured plates may not be readable. Out of state and motorcycle plates can be read, but accuracy may be reduced.

Automated License Plate Readers (ALPRs)

Once a license plate is detected by the ALPR system as being wanted or matching the Hot List, an officer must visually verify the license plate on the vehicle matches what was scanned by the ALPR system and confirm its wanted status through CLETS. **The wanted vehicle database is not real-time and this step is necessary to confirm the vehicle is still wanted and the plate was properly read.**

All traffic enforcement stops related to ALPR system hits shall be done in accordance with the Vehicle Pursuit Policy.

426.4 DATA COLLECTION AND RETENTION

The information collected by the ALPR system should be stored for a minimum of one year (Government Code § 34090.6) and shall be maintained for two years. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence. This information includes Hot List data which must be manually deleted by the user at the conclusion of their investigation. The retention period for ALPR data should be reevaluated every two years.

This information may be queried only for use in official law enforcement investigations or department-related civil or administrative action. Access to the raw ALPR database is restricted to approved personnel with assigned passwords. Approved personnel include sworn staff with current CLETS clearance and a need to access ALPR data, and staff from the Technology Services Unit who are responsible for installing and maintaining ALPR related equipment. This information is classified as "Law Enforcement Sensitive" and shall not be released to the public except pursuant to Government Code § 6253. If a user does not log into their account for 90 days, the account will automatically be deactivated. When an employee is no longer employed by the Department, their account will immediately be closed. For access to the ALPR system, the requestor must send an email to the sergeant overseeing the Auto Theft Task Force.

Inquiries in the ALPR database shall include a case number or incident number, as well as a valid reason for accessing the database. This information will be used for auditing purposes.

Hot Plates uploaded into the ALPR database for comparison should include the vehicle license plate number and the reason it was added as a Hot Plate. Hot Plate data shall not include names, address or information obtained through CLETS data.

426.5 RELEASING ALPR DATA

The ALPR data may be shared only with other [non-federal, California](#) law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedure:

- The agency shall make a request through the Vigilant Share Request system which will include the name of the agency and of the person making the request.

Automated License Plate Readers (ALPRs)

- The agency shall be verified as a non-federal, California law enforcement or prosecutorial agency with a need to know the information. ALPR data shall not be transferred or shared to an agency that MCSO knows shares such data with an entity other than a non-federal, California law enforcement or prosecutorial agency.
- The request shall be reviewed and approved by the Auto Theft Sergeant or the authorized designee, who shall be an employee of MCSO.
- The approval request will be documented and retained in a local Excel file.

426.6 AUDITS

The Vehicle Theft Investigator for the Department will be the ALPR Program Manager. The Program Manager will be responsible for creating approved accounts and managing ALPR data and user/data query audits.

Audits will be conducted once a year for indications of inappropriate or unusual activity. Data to be audited will include User Logins, and categories related to Hit List Browsing, Sharing Reports, Hot List Browsing, Hot List Upload, Hot Plate Upload, Hot List Delete, Hot Plate Delete, Stakeout Browsing, Detections Shared, Hot Lists Shared, Hot Lists Received, and any other data relating to the sharing of ALPR information with other agencies. If a violation is suspected, it will be reported to the sergeant overseeing the Auto Theft Task Force for further investigation. Audit records shall be retained for at least two years. Once the minimum retention time period has passed, the Department shall continue to retain audit records until it is determined they are no longer needed for administrative, legal, audit or other operational purposes. This includes, for example, retention and availability of audit records relative to the California Public Records Act (CPRA), Freedom of Information Act (FOIA) requests, subpoena and law enforcement actions.