

EXHIBIT 1

**SETTLEMENT AGREEMENT AND RELEASE
BETWEEN TULARE COUNTY SHERIFF MICHAEL BOUDREAUX AND
PLAINTIFFS CHARLES CRISWELL, LEVI JOHNSON, SAMUEL CAMPOSECO,
ADAM IBARRA, AND THE CALIFORNIA ATTORNEYS FOR CRIMINAL JUSTICE**

This Settlement Agreement and Release (“**Agreement**”) is entered into by and between (1) Plaintiffs Charles Criswell, Levi Johnson, Samuel Camposeco, Adam Ibarra, and California Attorneys for Criminal Justice, individually and on behalf of the members of the proposed Settlement Class (“**Plaintiffs**”), represented by Munger, Tolles & Olson LLP and the American Civil Liberties Union of Northern California (“**ACLU**”), and (2) Defendant Sheriff Michael Boudreaux, in his official capacity as Sheriff of Tulare County (“**Defendant**”), represented by Best, Best & Krieger LLP and County Counsel for Tulare County (individually “**Party**” and collectively the “**Parties**”), to resolve the claims in *Criswell v. Boudreaux*, No. 1:20-cv-01048-DAD-SAB in the United States District Court for the Eastern District of California.

1. RECITALS

The Parties enter into this Agreement with reference to the following facts.

1.1. WHEREAS, in March 2020, a global pandemic arose from the novel COVID-19 virus;

1.2. WHEREAS, on July 29, 2020, Plaintiffs, who were incarcerated persons in the Tulare County Jails (“**Jails**”),¹ filed a complaint against Defendant in the United States District Court for the Eastern District of California, *Criswell v. Boudreaux*, No. 1:20-cv-01048-DAD-SAB (“**Subject Lawsuit**”), alleging causes of action under the right to freedom from punitive conditions of confinement guaranteed by the Eighth and Fourteenth Amendments, the right to access the courts guaranteed by the First and Fourteenth Amendments, the right to assistance of counsel guaranteed by the Sixth Amendment, and the California Bane Act, arising from Defendant’s response to the COVID-19 pandemic and attorney visitation policy (“**Claims**”);

1.3. WHEREAS, on March 29, 2021, Plaintiffs filed a Supplemental Complaint in the Subject Lawsuit alleging causes of action under the right to exercise guaranteed by the Eighth and Fourteenth Amendment, the right to freedom from punitive conditions of confinement guaranteed by the Fourteenth Amendment, the right to freedom from cruel and unusual punishment in the form of excessive solitary confinement guaranteed by the Eighth Amendment, and the right to procedural due process guaranteed by the Fourteenth Amendment arising from Defendant’s response to the COVID-19 pandemic, including his response to a December 2020 COVID-19 outbreak and his out-of-cell time policy instituted in response to the COVID-19 pandemic (“**Supplemental Claims**”);

¹ The term “**Jails**” includes the Bob Wiley Detention Facility, the Adult Pre-Trial Detention Facility, South County Detention Facility, and any other detention facility operated by the Tulare County Sheriff’s Department/Office (“**TCSO**” or “**TCSO**”).

1.4. WHEREAS, Defendant denies that any of Plaintiffs' constitutional or California statutory rights were violated while incarcerated in the Jails, and Defendant further denies any liability or wrongdoing arising out of Plaintiffs' Claims or Supplemental Claims in the Subject Lawsuit;

1.5. WHEREAS, the Parties and their respective counsel participated in extensive mediated negotiations between May 2021 and June 2021 with Hon. Barbara McAuliffe that resulted in this Agreement;

1.6. WHEREAS, the Parties believe that the Agreement is fair, reasonable, and adequate, and in the best interests of the proposed Settlement Class and should be approved by the Court under Rule 23(e) of the Federal Rules of Civil Procedure;

1.7. WHEREAS, to avoid the uncertainty and expense of further litigation, the Parties seek to resolve all issues and disputes arising from the Subject Lawsuit;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and other due and valuable consideration, the adequacy of which are hereby acknowledged, the Parties agree as follows:

2. TERM OF THE AGREEMENT

2.1. The Effective Date of the Settlement shall be the date the Eastern District of California enters a Final Approval Order of the Settlement and certifies the Settlement Class ("**Effective Date**"). The "**Term**" of the Settlement shall run from the Effective Date up to and including March 31, 2022 ("**Termination Date**").

2.2. The Parties may negotiate, or Plaintiffs may seek a court order providing for, an extension of the Term of the Agreement, dependent upon factors such as the number of COVID-19 positive cases among staff who work in the Jails² and incarcerated persons in the Jails; the number of known vaccinated staff and incarcerated persons in the Jails; the overall case positivity rate, adjusted rate for tier assignment, and the number of new COVID-19 positive cases per day per 100,000 people in Tulare County and in the State of California; the Defendant's history of compliance with the Agreement; research endorsed by the Centers for Disease Prevention and Control ("CDC") on the duration of vaccines' efficacy and the efficacy of vaccines against strains or variants of SARS-CoV-2; and the emergence of other strains or variants of SARS-CoV-2. In the event Plaintiffs seek an extension of the Agreement, Plaintiffs shall bear the burden of proof to a standard that would warrant the granting of injunctive relief.

3. NON-MONETARY RELIEF

Defendant agrees to implement, and/or continue to implement, the following for the Term of the Agreement:

² The term "**staff**" includes employees, vendors, and contractors who enter the Jails.

3.1. Masks and Face Coverings. Defendant will³ maintain and/or will continue to maintain a face covering policy and other protective measures for incarcerated persons and staff in the Jails consistent with (1) his Policy Guidance 716, titled Coronavirus Prevention and Protection (“Policy Guidance 716”) dated September 9, 2020, ECF 28-1, section 716.2; (2) CDC guidelines for correctional and detention facilities; and (3) the advice of the Tulare County Health & Human Services Agency (“HHSA”).

3.2. Social Distancing.

- (a) Defendant will maintain and/or will continue to maintain a social distancing policy in the Jails for incarcerated persons and staff consistent with (1) Policy Guidance 716, section 716.3; (2) CDC guidelines for correctional and detention facilities; and (3) the advice of HHSA.
- (b) Defendant will provide and/or will continue to provide incarcerated persons with access to meaningful amounts and types of reading materials in their cells and shall look into securing free tablets for use in cells.

3.3. Quarantine/Isolation. Defendant will maintain and/or will continue to maintain quarantine and isolation policies in the Jails for incarcerated persons and staff who test positive for COVID-19 or who have been exposed to a positive case consistent with (1) Policy Guidance 716, section 716.4, and Wellpath’s Coronavirus Supplemental Screening form dated July 6, 2020 and Monitoring for Quarantined Patient form dated June 29, 2020, ECF 29-2, Exs. 1-2; (2) CDC guidelines for correctional and detention facilities; and (3) the advice of HHSA.

3.4. Testing and Screening.

- (a) Defendant will maintain and/or will continue to maintain a testing policy for both incarcerated persons and staff that is compliant with CDC guidelines and HHSA advice.
- (b) Defendant will screen and/or will continue to screen all staff and incarcerated persons who enter the Jails.
- (c) Defendant will test and/or will continue to test all incarcerated persons upon entry at Day One (1) and at Day Fourteen (14) while incarcerated persons are in observation/isolation/quarantine unless CDC guidelines for testing at intake change during the Term of the Agreement, in which case Defendant will implement intake procedures in accordance with the changed CDC guidelines.
- (d) Defendant will conduct and/or will continue to conduct symptomatic testing of incarcerated individuals and staff when medically appropriate, pursuant to the medical judgment of Wellpath.

³ “Will” means “is required.”

3.5. Contact Tracing. Defendant will follow and/or will continue to follow the plan for contact tracing in response to any introduction of COVID-19 into the Jails, consistent with (1) Policy Guidance 716, section 716.4; and (2) CDC guidelines for correctional and detention facilities.

3.6. Contact Tracing, Testing, and Quarantining.

- (a) Defendant will and/or will continue to contact trace and test and/or quarantine whenever there is a single exposure or a single positive test result outside of the intake process, and shall, and/or shall continue to, test all exposed inmates consistent with CDC guidelines and the advice of HHSA.
- (b) While any potential exposure must be addressed based on the specifics of each case, TCSO staff, with the assistance of Wellpath and HHSA, will conduct and/or will continue to, conduct immediate contact tracing, and any exposed inmates will be isolated and tested, and any exposed staff will be required to quarantine at home.

3.7. Out-of-Cell Time.

- (a) For all incarcerated persons in the General Population of the Jails, Defendant will and/or will continue to provide incarcerated persons at least two (2) hours out-of-cell time per day barring exigent safety and security concerns or operational issues that may require reducing such out-of-cell time.
- (b) For all incarcerated persons not in the General Population of the Jails, including in segregation or observation, quarantine, or isolation, Defendant will and/or will continue to provide incarcerated persons at least forty-five (45) minutes of out-of-cell-time per day barring exigent safety and security concerns or operational issues that may require reducing such out-of-cell time.
- (c) Plaintiffs may seek Court intervention if they in good faith believe that Defendant's policies and/or practices regarding out-of-cell time do not comply with the U.S. or California Constitution, California Code of Regulations Title 15, or other applicable statutes, rules, or regulations. Plaintiffs shall bring the application for Court intervention by a motion pursuant to the Local Rule 230 or 231 of the Eastern District of California, and Plaintiffs shall bear the burden of proof in any such motion. Plaintiffs shall meet and confer with Defendant before bringing any such motion.
- (d) Defendant will investigate the viability of allowing incarcerated individuals the opportunity to make calls after 5 p.m.

3.8. Posting of Information.

- (a) Defendant will maintain and/or will continue to maintain, and update weekly, a “dashboard” that contains information, in both cumulative and weekly, non-cumulative form, on: The number of inmates currently incarcerated; the number of COVID-19 tests that are administered to staff and incarcerated persons; the number of positive tests for staff and incarcerated persons, separated out by intake population and non-intake population; any hospitalizations of staff or incarcerated persons due to COVID-19; and the number of vaccines administered to staff and incarcerated persons (both first and second doses). Defendant will post the dashboard every Monday for the Term of the Agreement on TCSD’s website, available here: <https://tularecounty.ca.gov/sheriff/>.
- (b) In the event of an inmate testing positive outside of intake in the Jails and/or an inmate being “exposed” (as this term is defined by the CDC) while in the Jails to a person who has COVID-19, counsel for Defendant shall notify counsel for Plaintiffs, Lauren Harding and Ariel Teshuva of Munger, Tolles & Olson LLP (or any other attorney Plaintiffs may designate in their place), as soon as reasonably possible after Defendant learns of the exposure.

3.9. Attorney Visitation Policy.

- (a) Defendant will maintain and/or will continue to maintain a policy that ensures that civil and criminal counsel have the ability to promptly (i.e., within two days) have confidential remote meetings with incarcerated persons, including by maintaining the policies outlined in Policy Guidance 716, section 716.5, ECF 28-1.
- (b) Defendant will not require and/or will continue to not require incarcerated individuals or counsel to complete an authorization form as part of an attorney visitation policy, although Defendant may continue to track inmates’ acceptances or declinations of professional visits with counsel.
- (c) Defendant will ensure and/or will continue to ensure that there is no intimidation of, or retaliation against, incarcerated individuals who speak with counsel.

3.10. Vaccines.

- (a) Defendant will offer and provide and/or will continue to offer and provide first and second doses of all FDA-approved COVID-19 vaccines to all incarcerated persons and staff at the Jails, including pregnant individuals, unless, for reasons beyond Defendant’s control, the vaccines are not available.
- (b) Defendant will provide and/or will continue to provide a vaccine record

upon release from the Jails to every incarcerated person who receives any dose of a vaccine.

- (c) Defendant will provide and/or will continue to provide staff and unvaccinated incarcerated individuals with vaccine educational materials that are approved by HHSA, which will include, but will not be limited to, certain Amend materials prepared by the University of California San Francisco, which have been approved by HHSA that are attached as **Exhibit A**.
- (d) Defendant will arrange and/or will continue to arrange for a HHSA public health nurse to come to the Jails once every two weeks to be available to provide education on COVID-19 vaccines to TCSO staff and incarcerated individuals and to answer questions regarding the vaccines.
- (e) Wellpath staff will be available and/or will continue to be available at all times to answer any questions that any incarcerated person may have regarding the vaccines.
- (f) Defendant will comply and/or will continue to comply with County guidelines as approved by the County Board of Supervisors regarding paid time off for time spent receiving a COVID-19 vaccine and recovering from side effects and, consistent with such guidelines, shall offer paid time off for County employees for their time spent receiving the vaccine and any time needed to recover from side effects of the vaccine for as long as this program is authorized by the County Board of Supervisors.
- (g) Defendant will offer and/or will continue to offer educational materials in English and Spanish and ensure that a communication line exists that can translate the educational materials into any language necessary should an incarcerated individual come to the Jails who does not speak the languages in which such materials are provided.
- (h) Defendant will comply and/or will continue to comply with CDC guidelines for offering the seasonal influenza vaccine to all incarcerated persons (existing population and intakes) and staff throughout the influenza season.

3.11. Medically Vulnerable Individuals.

- (a) Defendant (through Wellpath) will track and/or will continue to track all chronic care incarcerated persons throughout their detention in the Jails. Each incarcerated person, regardless of their chronic care status, will receive and/or will continue to receive a physical exam at intake, and every six months thereafter, for the duration of their detention in the Jails.
- (b) Wellpath medical professionals will visit and/or will continue to visit each unit at each facility daily, and Wellpath staff will endeavor to provide

and/or will continue to endeavor to provide incarcerated individuals in the Jails with the same level of medical care as provided to any member of the community at large.

3.12. Expert Oversight.

- (a) Michael Brady will serve as an independent expert for the Agreement. Mr. Brady will visit the Jails unannounced three times before December 31, 2021, to ensure compliance with the Agreement, paid for by Defendant. There will be no limits to Mr. Brady's access to the Jail facilities, unless exigent circumstances otherwise require limits. Defendant will provide the expert with all grievances and sick-call slips and the response to same from the prior two months or since he was last provided with them, whichever is longer, that mention COVID, coronavirus, virus, SARS-CoV-2, or terms with the same meaning, and the expert shall include an analysis in his report of whether the grievances and sick-call slips and the responses to same suggest any form of non-compliance with this Agreement.
- (b) Mr. Brady shall prepare a report following each visit, including recommendations for addressing any perceived non-compliance with this Agreement at the Jails, and shall provide the report to counsel for both parties. For each recommendation regarding non-compliance with the Agreement proposed by the expert that Defendant does not implement, Defendant shall timely explain in writing to Plaintiffs' counsel, but in no event later than two weeks after receiving the report, the reasons for not adopting the expert's recommendation(s).

4. ENFORCEMENT.

4.1. The Court shall retain jurisdiction to enforce the Agreement for the duration of its Term.

4.2. For the Term of the Agreement, Plaintiffs' counsel may notify Defendant's counsel of any alleged non-compliance with the Settlement Agreement, and the parties shall meet and confer in good faith within five days about such alleged non-compliance. If necessary to resolve the dispute, Plaintiffs may seek Court intervention by a motion pursuant to the Local Rule 230 or 231 of the Eastern District of California, and Plaintiffs shall bear the burden of proof in any such motion.

5. ATTORNEYS' FEES AND EXPENSES

5.1. Within thirty (30) days of the Effective Date of the Agreement, Defendant shall pay Plaintiffs' counsel \$95,000 in attorneys' fees and expenses.

5.2. Defendant shall submit the \$95,000 via wire to Munger, Tolles & Olson LLP.

6. CLASSWIDE SETTLEMENT PROCEDURES

6.1. Good-Faith Cooperation. The Parties agree to cooperate in good faith to take all reasonably necessary steps to obtain the Court's approval of the terms of this Agreement and to certify the Proposed Settlement Class.

6.2. Settlement Class. The proposed **Settlement Class** is defined as follows: "All people who are currently incarcerated in the Tulare County Jails or will be incarcerated in the Tulare County Jails at any point before the Termination Date of the Settlement Agreement."

6.3. Preliminary Approval and Conditional Class Certification. Within fifteen (15) days of all Parties signing this Agreement, or as soon thereafter as reasonably possible, Plaintiffs shall prepare and file a motion seeking preliminary approval of the Agreement and conditional certification of the Settlement Class under Federal Rule of Civil Procedure 23 ("**Preliminary Approval Motion**"). Defendant agrees not to oppose the Preliminary Approval Motion. The Preliminary Approval Motion will move the Court to:

- (a) Preliminarily approve the Agreement as a fair, reasonable, and adequate settlement within the meaning of Federal Rule of Civil Procedure 23(e) and applicable law;
- (b) Conditionally certify the Settlement Class;
- (c) Appoint Plaintiffs Ibarra and Camposeco as class representatives;
- (d) Appoint Anne Decker and Emi MacClean of the ACLU and Jacob Kreilkamp, William Temko, Lauren Harding, and Ariel Teshuva of Munger, Tolles & Olson LLP as Class Counsel;
- (e) Approve the Notice Plan, as set forth in Paragraph 6.4;
- (f) Set the date and time of the Final Fairness Hearing during which the Court decides whether to approve the Settlement as being fair, reasonable, and adequate under Rule 23(e); and
- (g) Stay all proceedings in the Subject Lawsuit against Defendant until the Court renders a final decision on approval of the Agreement.

6.4. Notice of Preliminary Approval Plan. Plaintiffs and Defendant will, in good faith, work collaboratively together to provide appropriate Notice of Preliminary Approval of the Agreement to Settlement Class members ("**Notice of Preliminary Approval**"). The Parties shall jointly request that the Court approve the following Notice for preliminary approval of the Agreement:

- (a) Notice of preliminary approval will be distributed in both English and Spanish.

- (b) Within seven (7) days of the Court's preliminary approval of the Settlement, at Defendant's expense, Defendant will post the Notice of Preliminary Approval in a prominent location in each of the approximately 27 modules/pods/sub-units within each Jail facility, along with the infirmary and law library. The placement of the Notice in the Jails shall be designed to reach incarcerated persons in the Jails. The Agreement shall be made available to incarcerated persons in the law library and upon request. The Notice shall be posted, and the Agreement made available until the Final Fairness Hearing on the Agreement.
- (c) Also within seven (7) days of the Court's preliminary approval of the Agreement, Plaintiffs, at Plaintiffs expense, will post the Notice of Preliminary Approval on the ACLU's website.
- (d) Nothing in this Agreement will prevent Class Counsel from further disseminating the Notice of Preliminary Approval to proposed class members.
- (e) The Parties will make best efforts to agree to amend the Notice of Preliminary Approval and notice procedures as required by the Court in order to obtain Court approval of the Agreement and Notice Plan.

6.5. Objections. Any class member who wishes to object to the fairness, reasonableness, or adequacy of the Agreement must mail his or her objection to the Eastern District of California. The deadline to object shall be set for twenty (20) days following posting of the Notice of Preliminary Approval.

6.6. Final Approval Motion. Before the final fairness hearing set by the Court, Plaintiffs will apply for a Final Approval Order of the Agreement.

6.7. Notice of Final Approval. Following the Court entering a Final Approval Order of the Agreement, the Parties shall provide **Notice of Final Approval** to the Settlement Class by:

- (a) Updating the Notice of Preliminary Approval as necessary to reflect the procedural posture and any Court orders;
- (b) Within fourteen (14) days of the Court's Final Approval Order, disseminating and posting the Notice of Final Approval in the same manner as described in Paragraph 6.4.

7. DISMISSAL OF SUBJECT LAWSUIT WITH PREJUDICE AND GENERAL RELEASE OF ALL CLAIMS

7.1. For consideration of the relief described in this Agreement, Plaintiffs, on behalf of themselves and the proposed Settlement Class, agree to dismiss the Subject Lawsuit, with prejudice, and to release and forever discharge Defendant, and all related divisions, agencies, boards, officers, agents, employees, contractors, and vendors of the TCSO (“**Released Parties**”), of any and all civil claims, demands, and causes of action seeking injunctive or declaratory relief, whether now known or unknown, suspected or unsuspected, whether arising from common law, state or federal statutes, or the constitutions of the United States of America or the State of California, that Plaintiffs have or may have against the Released Parties up until the Effective Date of this Agreement, that arise out of the Claims or the Supplemental Claims in the Subject Lawsuit (“**Settled Claims**”). In addition to the Settled Claims, named Plaintiffs in this action also release any claims for damages arising out of the Claims or the Supplemental Claims in the Subject Lawsuit (“**Named Plaintiffs’ Settled Claims**”).

- (a) Limitations. The Settled Claims and the Named Plaintiffs’ Settled Claims shall not include claims relating to the enforcement of, or disputes arising from, the Agreement. Nothing in this Agreement shall limit or preclude incarcerated persons’ ability to file grievance(s) related to COVID-19, the factual predicates of the Claims or the Supplemental Claims, or the allegations in the Subject Lawsuit. Nothing in this Agreement shall limit or preclude incarcerated persons’ arguments, defenses, claims, or rights in their criminal cases or related habeas petitions—including, for instance, their ability to seek bail or early release due to COVID-19. Nothing in this Agreement resolves or bars any claims for damages or rights of action for damages by or on behalf of any individual(s) in the Settlement Class other than the named Plaintiffs themselves.

7.2. With respect to the Settled Claims and Named Plaintiffs’ Settled Claims, Plaintiffs, on behalf of themselves and the proposed Settlement Class, and Defendant, acknowledge that they have been advised by legal counsel and are familiar with 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, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The Parties, being aware of said Code Section, hereby expressly waive any rights they may have thereunder, as well as under any other statutes or common law principles of similar effect pertaining to the released claims

8. MISCELLANEOUS

8.1. Cooperation of Parties. Each Party agrees to cooperate with each other in good faith to accomplish the purpose and intent of this Agreement.

8.2. Entire Agreement. This Agreement constitutes the final and entire agreement of the Parties and supersedes any prior agreements and understandings between the Parties, whether oral or written, concerning the matters set forth above. This Agreement may be amended only by a writing executed by representatives of all Parties.

8.3. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provision of this Agreement and without affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

8.4. Governing Law. Any dispute regarding the interpretation of this Agreement or the performance of the Parties pursuant to the terms of this Agreement shall be determined under the laws of the State of California or, where appropriate, federal law.

8.5. Headings. The headings in this Agreement are purely for convenience and are not to be used as an aid in interpretation.

8.6. Construction. This Agreement shall be construed as if all Parties jointly prepared the Agreement.

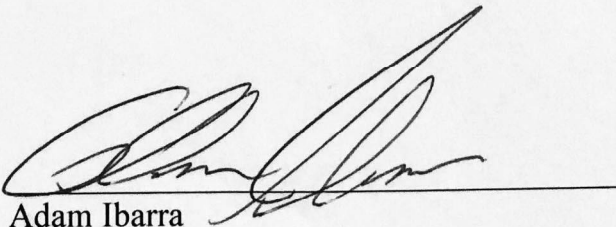
8.7. Authority and Enforceability. Each Party acknowledges and agrees that he/she/it has reviewed the Agreement independently and has discussed it with his, her, or its own legal counsel. Each Party acknowledges and agrees that he/she/it understands and is fully informed of the terms and effect of this Agreement and is satisfied with the provisions herein.

8.8. Execution. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement. This Agreement may be executed by PDF image copy of the Agreement, delivered to the Parties' counsel via email, and such PDF image shall be deemed an original.

8.9. Authority to Execute. Each of the undersigned represents and warrants that she, he, or it has the authority to sign the Agreement on behalf of the party so indicated below.


IT IS SO AGREED.

July 30, 2021


Adam Ibarra
PLAINTIFF

[Additional signatures on next page]

July 30th, 2021



Samuel Camposeco
PLAINTIFF

7/30/, 2021




Levi Johnson
PLAINTIFF

July 30, 2021



Charles Criswell
PLAINTIFF

AUGUST 2, 2021



Eric Schweitzer, on behalf of California Attorneys for
Criminal Justice
PLAINTIFF

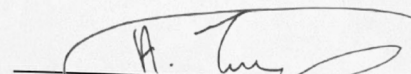
August 5, 2021



Tulare County Sheriff Michael Boudreaux
DEFENDANT

APPROVED AS TO FORM:

August 7, 2021



Jacob S. Kreilkamp
William D. Temko
Lauren M. Harding
Ariel T. Teshuva
MUNGER, TOLLES & OLSON LLP
Attorneys for Plaintiffs

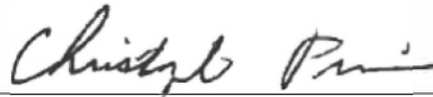
[Additional signatures on next page]

August 6, 2021



Emi MacLean
Anne O. Decker
AMERICAN CIVIL LIBERTIES UNION FOUNDATION
OF NORTHERN CALIFORNIA
Attorneys for Plaintiffs

August 5, 2021



Christopher Pisano
BEST BEST & KRIEGER LLP
Attorney for Defendant

August 5, 2021



Kathleen A. Taylor
Tulare County Counsel
Attorney for Defendant

EXHIBIT A



Karen Haight, MD, M.P.H. • Health Officer • Public Health Branch

COVID-19 VACCINES: THE BASICS

- Vaccines teach the immune system how to recognize and fight off the virus that causes COVID-19. This can prevent vaccinated people from getting sick.
- When you get the vaccine you also protect other people around you by making it less likely for them to get COVID-19. Vaccines are not used to treat people who currently have COVID-19.
- There are currently three vaccines available in the United States, made by the drug companies Pfizer, Moderna, and Johnson & Johnson.
- The Pfizer and Moderna vaccines both have two shots that are given three weeks apart (Pfizer) or four weeks apart (Moderna). The Johnson & Johnson vaccine is one shot.
- All three vaccines are SAFE and HIGHLY EFFECTIVE at preventing serious illness from COVID-19.
- The vaccines have been given to tens of millions of people and have a strong record of safety.
- While it may seem like the vaccines were developed in record time, the science has been in development for many years and they have gone through all of the steps required for any vaccine to be approved.

SAFETY & EFFICACY

How effective are each of the three vaccines at preventing COVID-19?

- All three vaccines are highly effective at preventing serious illness due to COVID-19. Nearly 60,000 people were fully vaccinated in studies of the three vaccines and only one fully vaccinated person was hospitalized with COVID-19.
- So far, research shows that the Moderna and Pfizer vaccines were more than 90% effective in preventing mild COVID-19 illness, while Johnson & Johnson was 66% effective. The Johnson & Johnson vaccine was studied in locations where more contagious COVID-19 variants ("strains") were circulating, so right now it is not possible to directly compare the effectiveness of the vaccines.
- Because all three vaccines are effective and limited in supply, doctors and public health experts recommend taking whichever vaccine is offered to you first.

Are the Pfizer and Moderna COVID-19 vaccines safe? Should I worry that they were developed so quickly?

- Both vaccines were found to be safe and effective in tens of thousands of adults (including Black and Latinx people) who participated in high quality research – the same research that any new vaccine or medicine must undergo before it is approved.



Karen Haught, MD, M.P.H. • Health Officer • Public Health Branch

- Both vaccines were reviewed faster than normal. This is because so many people are getting sick and dying of COVID-19 that it is considered a national emergency.

What about the Johnson & Johnson vaccine's safety?

- Out of nearly 8 million people who have received that vaccine so far, fifteen people have been found to develop unusual blood clots within 5 to 24 days after getting the vaccine. These blood clots are very serious and have happened mostly in women between 18 and 50 years old. Because these unusual blood clots are extremely rare, and because COVID-19 is very dangerous, medical experts recommend continuing to give the Johnson & Johnson COVID-19 vaccine.
- For more information, please read our FAQ specifically about the Johnson & Johnson vaccine.

SIDE EFFECTS & MEDICAL QUESTIONS

What are the possible side effects of the vaccines?

- The most common vaccine side effects are arm soreness, tiredness, headache, muscle pain, chills, joint pain, and fever. These side effects are more common after the second dose of the vaccine (for the Pfizer and Moderna vaccines) and – if they occur – should stop within 2 days.
- These symptoms are normal and they are a sign that your body is building protection against the virus that causes COVID-19.
- Among the millions of people who have received COVID-19 vaccines, a very small number of people have experienced severe allergic reactions. If you have ever had a severe allergic reaction to a vaccine or other substance, you should tell the health care professionals giving the vaccine so they can make sure that giving you the vaccine is safe.

Can I get COVID-19 from the vaccines?

- No. Because of how the vaccines work, it is impossible to get COVID-19 from the vaccines. The vaccines also cannot make you test positive for COVID-19.
- Even if you have been vaccinated, if you have a cough, fever, or other symptoms, then there is a chance you could have COVID-19, and you should ask to speak to medical staff right away.

I have diabetes, high blood pressure, hepatitis C, and/or HIV. Is it safe to get the COVID-19 vaccine?

- Yes. It is safe for people with diabetes and high blood pressure to receive the COVID-19 vaccine. It is also safe for people with hepatitis C and HIV to receive the COVID-19 vaccine.
- Only people who have had allergies to ingredients of the COVID-19 vaccine in the past should potentially not receive the vaccine – if this is the case for you, ask your doctor!
- None of the vaccines contain eggs, gelatin, latex or any preservatives.

If I already had COVID-19, do I need to get the COVID-19 vaccine?

- COVID-19 vaccination should be offered to you even if you already had COVID-19.



Karen Haught, MD, M.P.H. • Health Officer • Public Health Branch

- Research shows that COVID-19 vaccination is safe for people who have already had COVID-19.
- Right now, research shows that reinfection with the virus that causes COVID-19 is very rare in the first few months after you first get sick with COVID-19. This is why some health systems are first giving the vaccine to people who have not had COVID-19 until the vaccine supply is better.
- You should not get the vaccine if you are currently sick with COVID-19.

AFTER VACCINATION

Do I need to keep wearing a mask after I receive the COVID-19 vaccine?

Yes. Unfortunately, even people who have had the COVID-19 vaccine may be able to get infected, and although the vaccine protects them from getting seriously sick, they may spread COVID-19 to others. (We do not think this is common but we need more information about this.) Until the majority of all people have been vaccinated against COVID-19, everyone needs to continue wearing masks, practicing physical distancing, and frequently washing their hands.

I got the Johnson & Johnson vaccine. How do I know if I have one of these unusual blood clots related to the vaccine?

If you received the Johnson & Johnson vaccine within the last 28 days and have a bad headache, difficulty breathing, leg swelling, or abdominal pain, you could have an unusual blood clot related to the vaccine, and should contact a health care provider immediately. Keep in mind that these blood clots are extremely rare. Experts estimate there is about 1 case of unusual blood clots for every 500,000 people who get the vaccine.

COMMON MISUNDERSTANDINGS ABOUT THE COVID-19 VACCINES

I heard that some of the officers, health care staff, or the warden at my facility are refusing to get the vaccine. If they aren't getting it, why should I?

There are many reasons that people don't get the vaccine. These include a lack of knowledge about the safety and effectiveness of the vaccines, a lack of understanding about COVID-19 itself, mistrust of the medical system, and more. We encourage you to empower yourself by learning as much as you can about the COVID-19 vaccine, and make your own decision about getting the vaccine based on facts, regardless of what other people are doing.

Should I even bother getting this vaccine given all the mutant "variant forms" of COVID-19?

Yes. So far, research suggests that all three vaccines in the US continue to provide protection against the most common COVID-19 variants. The vaccines are very good at preventing people from getting seriously sick (meaning so sick that they have to be hospitalized) from COVID-19. Scientists are still studying the effect that COVID-19 variants have on how well the vaccines work.



HEALTH & HUMAN SERVICES AGENCY

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Will the COVID-19 vaccine harm my fertility?

No. There is no evidence that the vaccine affects the fertility of men or women. There is also no evidence of infertility caused by the COVID-19 virus among the many millions of men and women who have recovered from COVID-19.

The Pfizer and Moderna COVID-19 vaccines are mRNA vaccines. Does that mean they change your DNA (also called your genetic code)?

- The Pfizer and Moderna vaccines both use “messenger RNA” (also called mRNA) to teach the cells in your body to recognize the outside part of the virus that causes COVID-19. That way, if you are exposed to the virus, your immune system will stop it from making you sick.
- The COVID-19 vaccine does not change your DNA. mRNA cannot combine with your DNA.