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**NOTICE OF CLASS ACTION SETTLEMENT**

**TO:** All Latinos and African Americans who are presently and in the future will be stopped while driving by the California Highway Patrol (“CHP”) and then detained, interrogated, or subjected to a search (either of person or vehicle) on any public thoroughfare within the jurisdiction of CHP’s Central and Coastal Divisions.<sup>1</sup>

This Notice is to inform you about a proposed settlement of a lawsuit called *Curtis V. Rodriguez, et al. v. California Highway Patrol, et al.*, Case Number C-99-20895-JF/HRL (Northern District Federal Court).

A hearing regarding a proposed settlement of this class action will be held on June 2, 2003 at 11:00 a.m. before the Hon. Jeremy Fogel at the United States District Courthouse, Northern District Of California, San Jose Division, 280 S. First Street, Courtroom 3, 5th Floor, San Jose, CA 95113-3008. The hearing will be held to determine whether the proposed settlement is fair, reasonable and adequate.

If you are a member of the plaintiff class, you should read this notice carefully because it will affect your rights.

**BACKGROUND OF THE CASE**

A lawsuit was filed on June 3, 1999 in federal court in San Jose in response to claims by three individual motorists (two Latino and one African-American) that they had been stopped and searched on the basis of “racial profiling” by the California Highway Patrol in the Los Banos area proximate to the intersection of Interstate 5 and Highway 152. The lawsuit claimed that the California Highway Patrol engaged in a policy, pattern, and practice of targeting Latino and African-American motorists for traffic stops, detentions, interrogations and searches. Defendants have denied the claims made against them. The lawsuit was certified as a “class action” on behalf of all Latinos and African Americans who are presently and in the future will be stopped while driving by the California Highway Patrol (“CHP”) and then detained, interrogated, or subjected to a search (either of person or vehicle) on any public thoroughfare within the jurisdiction of CHP’s Central and Coastal Divisions.

Since the filing of the suit, the Court has preliminarily approved a settlement negotiated by the parties.

**THE SETTLEMENT AGREEMENT**

The parties have agreed to a settlement which provides, in summary, that:

*Prohibition of Racial Profiling and Racial Discrimination:* The CHP affirms that: “CHP officers shall not engage in racial profiling or racial discrimination of any kind. Racial profiling and racial discrimination of any kind are prohibited by the department and will not be tolerated.”

*CHP Policy Regarding Traffic Enforcement Stops:* The CHP affirms that: “Officers shall not stop individuals for the primary purpose of drug interdiction unless they have probable cause or reasonable suspicion of drug-related activity. The officer must have specific and articulable facts to support his/her determination; a mere suspicion or ‘hunch’ is not sufficient. After a stop has

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<sup>1</sup> The Central and Coastal Divisions include the following major cities: *Central:* Bakersfield, Buttonwillow, Fresno, Madera, Merced, Modesto, Porterville, Sonora, Fort Tejon, Hanford, Mariposa, Los Banos, Visalia, and Coalinga. *Coastal:* Santa Cruz, Monterey, Templeton, Santa Maria, Santa Barbara, Hollister-Gilroy, King City, San Luis Obispo, Buelton, and Ventura.

1 been made, an officer shall not extend the stop beyond the time necessary to address the traffic  
2 violation unless an officer has reasonable suspicion or probable cause of criminal activity.”

3 *Extension of Consent Search Moratorium:* On April 19, 2001, the CHP issued a six-month  
4 moratorium on consent searches, pending further review, study and evaluation. The moratorium  
5 on consent searches has subsequently been extended through July 31, 2003. Under the terms of  
6 the Settlement Agreement, the CHP agrees to continue its moratorium on consent searches for  
7 three years from the date the Settlement Agreement goes into effect.

8 *Data Collection, Documentation and Review:* The CHP will collect and make available  
9 meaningful data regarding its contacts with the motoring public for a period of three years from  
10 the date the Settlement Agreement goes into effect. This data will be in automated form and will  
11 be made available to plaintiffs’ counsel on a semi-annual basis. The CHP will provide data for  
12 all Departmental Narcotic Detection Canine Program Officers and identify these officers by  
13 name and identification number. The CHP will create a new “racial profiling” category for  
14 citizen’s complaints.

15 *Training:* The CHP will train every officer regarding the terms of the settlement agreement.  
16 The CHP will train every officer in the racial profiling curriculum provided by the California  
17 Commission on Peace Officer Standards & Training (P.O.S.T.).

18 *Auditor:* The CHP will create an auditor position within the CHP reporting directly to the CHP  
19 Commissioner. The Auditor will review data collected by the CHP to identify and analyze  
20 trends. The Auditor will ensure the quality and accuracy of the data collected. The Auditor will  
21 provide appropriate input for training regarding data collection to CHP officers and supervisors.

22 *Verification:* Plaintiffs’ counsel may call meetings with the CHP to discuss the CHP’s efforts to  
23 implement the terms of the settlement agreement. Plaintiffs’ counsel will have access to CHP  
24 policy manuals and training materials. Plaintiffs’ counsel will have access to the identity,  
25 qualifications and job description of the Internal Auditor. Plaintiffs’ counsel will have access to  
26 automated data regarding the CHP’s contacts with the motoring public (ESTAT) every six  
27 months.

28 *Settlement Payment:* In full settlement of all of plaintiffs' claims, the CHP will pay \$875,000 as  
attorneys' fees and costs. The class certified by the court has no damages claims. By separate  
agreement between the three individual motorist-plaintiffs and plaintiffs' attorneys, each  
individual plaintiff will receive \$50,000 (or a total of \$150,000) from the settlement payment.  
The CHP is not party to this separate agreement and is making no payments to the individual  
motorist-plaintiffs.

**TO OBJECT TO THE SETTLEMENT:**

Any class member who objects to the terms of the proposed settlement may appear personally or  
through counsel at the hearing and object to their approval. All objections must be made in  
writing and sent by first class mail and received by the Clerk not later than May 27, 2003. The  
envelope should be addressed as follows:

CLERK, UNITED STATES DISTRICT COURT  
280 South 1st Street  
San Jose, CA 95113

1 Re: *Rodriguez, et al. v. California Highway Patrol, et al.*  
Case No. C-99-20895-JF/HRL

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IF YOU DO NOT OPPOSE THE PROPOSED SETTLEMENT YOU NEED NOT APPEAR.

**FOR FURTHER INFORMATION:**

This is a summary. If you want a copy of the full agreement, contact:

Alan Schlosser  
ACLU Foundation of Northern California  
1663 Mission Street, Suite 460  
San Francisco, CA 94103  
(415) 621-2493