

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release of Claims (“Agreement”) is entered into by and between Plaintiffs Francisco Sanchez-Lopez (“Sanchez-Lopez”), Christyan Sonato-Vega (“Sonato-Vega”), and the Committee for Immigrant Rights of Sonoma County (“Committee”), collectively referred to herein as “Plaintiffs”, and Defendant the County of Sonoma (“County”), including its administrative subdivision the Sonoma County Sheriff’s Office (“Sheriff’s Office”). The effective date of this Agreement is July 15, 2011 (the “Effective Date”).

RECITALS

WHEREAS, Plaintiffs filed a Complaint on September 5, 2008, in the United States District Court for the Northern District of California, styled *Committee for Immigrant Rights of Sonoma County, et al. v. County of Sonoma, et al.*, Case No. 08-4220, and filed a Second Amended Complaint on September 14, 2009 (hereinafter referred to as the “Action”).

WHEREAS, Plaintiffs filed the Action against the County, as well as former Sonoma County Sheriff-Coroner William Cogbill and Deputy Sheriff Morris Eric Salkin, in their official and personal capacities, and Does 1 through 50, all of whom shall be collectively referred to hereinafter as “County Defendants.”

WHEREAS, Plaintiffs also filed the Action against other defendants, including the United States of America, the U.S. Department of Homeland Security, Bureau of Immigration and Customs Enforcement (“ICE”), and certain of its federal officers, agents and employees.

WHEREAS, in the Action, Plaintiffs alleged against County Defendants violations of both federal and state law, and sought damages, declaratory and injunctive relief.

NOW, THEREFORE, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the Action, Plaintiffs and County Defendants reach a full and complete settlement of all claims against all County Defendants, and each of them in their official and personal capacities, pursuant to the terms and conditions below.

AGREEMENT

Settlement Terms Applicable to Plaintiff Sanchez-Lopez

1. The County agrees to pay Plaintiff Sanchez-Lopez the sum of Three Thousand Dollars and no cents (\$3,000.00) under the terms and conditions set forth herein.
2. Plaintiff Sanchez-Lopez and his heirs, executors, administrators, assigns and attorneys, hereby agree to accept the sum of Three Thousand Dollars and no cents (\$3,000.00) in full and final settlement and satisfaction of his claims in the Action against the County Defendants, and each of them in their official as well as personal capacities, under the terms and conditions set forth herein.
3. It is also agreed by and between Plaintiff Sanchez-Lopez and the County that, upon providing Plaintiff Sanchez-Lopez's Social Security Number to County, the amount of Three Thousand Dollars and no cents (\$3,000.00) shall be drafted via check made payable to "Francisco Sanchez-Lopez" and shall be sent to Latham & Watkins, LLP, 505 Montgomery Street, Suite 2000, San Francisco, CA 94111.
4. In consideration of the payment of Three Thousand Dollars and no cents (\$3,000.00) as set forth above, and other terms and conditions contained herein, Plaintiff Sanchez-Lopez agrees that he will immediately upon execution of this Agreement also execute a Stipulation of Dismissal of the Action, which stipulation shall dismiss with prejudice his claims in the Action against County Defendants, and each of them in their official and personal capacities. The fully executed Stipulation of Dismissal will be held by counsel for the Plaintiffs

and will be filed with the Court within three (3) business days of counsel's receipt of the check for Plaintiff Sanchez-Lopez's Three Thousand Dollars and no cents (\$3,000.00), his full settlement amount.

5. In consideration of the payment of Three Thousand Dollars and no cents (\$3,000.00) as set forth above, and other terms and conditions contained herein, Plaintiff Sanchez-Lopez hereby releases and forever discharges County Defendants, and all of their past and present agencies, officials, employees, agents, attorneys, successors, and assigns from any and all obligations, damages, liabilities, causes of actions, claims, and demands of any kind and nature whatsoever, whether suspected or unsuspected, arising in law or equity, arising from or by reason of any and all known, unknown, foreseen, or unforeseen injuries, and the consequences thereof, resulting from the facts, circumstances and subject matter that gave rise to the Action, including all claims that were asserted or that Plaintiff Sanchez-Lopez could have asserted in the Action (the "Sanchez-Lopez Released Claims").

6. This release of claims is intended by Plaintiff Sanchez-Lopez to be completely effective and binding irrespective of whether any Sanchez-Lopez Released Claims have been asserted and irrespective of any present lack of knowledge on the part of Plaintiff Sanchez-Lopez of any such claims. With respect to the Sanchez-Lopez Released Claims, Plaintiff Sanchez-Lopez expressly waives the benefits and provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

GENERAL RELEASE - CLAIMS EXTINGUISHED

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

Plaintiff Sanchez-Lopez also waives the benefits and provisions of any similar law of any other jurisdiction concerning the Sanchez-Lopez Released Claims.

Settlement Terms Applicable to Plaintiff Sonato-Vega

7. The County agrees to pay Plaintiff Sonato-Vega the sum of Five Thousand Dollars and no cents (\$5,000.00) under the terms and conditions set forth herein.

8. Plaintiff Sonato-Vega and his heirs, executors, administrators, assigns and attorneys hereby agree to accept the sum of Five Thousand Dollars and no cents (\$5,000.00) in full and final settlement and satisfaction of his claims in the Action against the County Defendants, and each of them in their official as well as personal capacities, under the terms and conditions set forth herein.

9. It is also agreed by and between Plaintiff Sonato-Vega and the County that, upon providing Latham & Watkins, LLP's Tax ID Number to County, the amount of Five Thousand Dollars and no cents (\$5,000.00) shall be drafted via check made payable to "Latham & Watkins, LLP, re: Christyan Sonato-Vega, client number 500001-0012," and shall be sent to Latham & Watkins, LLP, 505 Montgomery Street, Suite 2000, San Francisco, CA 94111.

10. In consideration of the payment of Five Thousand Dollars and no cents (\$5,000.00) as set forth above, and other terms and conditions contained herein, Plaintiff Sonato-Vega agrees that he will immediately upon execution of this Agreement also execute a Stipulation of Dismissal of the Action, which stipulation shall dismiss with prejudice his claims in the Action against County Defendants, and each of them in their official and personal capacities. The fully executed Stipulation of Dismissal will be held by counsel for the Plaintiffs and will be filed with the Court within three (3) business days of counsel's receipt of the check for Plaintiff Sonato-Vega's Five Thousand Dollars and no cents (\$5,000.00), his full settlement amount.

11. In consideration of the payment of Five Thousand Dollars and no cents (\$5,000.00) as set forth above, and other terms and conditions contained herein, Plaintiff Sonato-Vega hereby releases and forever discharges County Defendants, and all of their past and present agencies, officials, employees, agents, attorneys, successors, and assigns from any and all obligations, damages, liabilities, causes of actions, claims, and demands of any kind and nature whatsoever, whether suspected or unsuspected, arising in law or equity, arising from or by reason of any and all known, unknown, foreseen, or unforeseen injuries, and the consequences thereof, resulting from the facts, circumstances and subject matter that gave rise to the Action, including all claims that were asserted or that Plaintiff Sonato-Vega could have asserted in the Action (the "Sonato-Vega Released Claims").

12. This release of claims is intended by Plaintiff Sonato-Vega to be completely effective and binding irrespective of whether any Sonato-Vega Released Claims have been asserted and irrespective of any present lack of knowledge on the part of Plaintiff Sonato-Vega of any such claims. With respect to the Sonato-Vega Released Claims, Plaintiff Sonato-Vega expressly waives the benefits and provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

GENERAL RELEASE - CLAIMS EXTINGUISHED

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

Plaintiff Sonato-Vega also waives the benefits and provisions of any similar law of any other jurisdiction concerning the Sonato-Vega Released Claims.

Settlement Terms Applicable to Plaintiff Committee

13. In consideration of the terms and conditions set forth herein, Plaintiff Committee agrees that it will immediately upon execution of this Agreement also execute a Stipulation of Dismissal, which stipulation shall dismiss with prejudice its claims in the Action against County Defendants, and each of them in their official and personal capacities. The fully executed Stipulation of Dismissal will be held by counsel for the Plaintiffs and will be filed with the Court within three (3) business days from the Effective Date of this Agreement.

14. In consideration of the terms and conditions set forth herein, Plaintiff Committee hereby releases and forever discharges County Defendants, and all of their past and present agencies, officials, employees, agents, attorneys, successors, and assigns from any and all obligations, damages, liabilities, causes of actions, claims, and demands of any kind and nature whatsoever, whether suspected or unsuspected, arising in law or equity, arising from or by reason of any and all known, unknown, foreseen, or unforeseen injuries, and the consequences thereof, resulting from the facts, circumstances and subject matter that gave rise to the Action, including all claims that were asserted or that Plaintiff Committee could have asserted in the Action (the CIRSC Released Claims”).

15. This release of claims is intended by Plaintiff Committee to be completely effective and binding irrespective of whether any CIRSC Released Claims have been asserted and irrespective of any present lack of knowledge on the part of Plaintiff Committee of any such claims. With respect to the CIRSC Released Claims, Plaintiff Committee expressly waives the benefits and provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

GENERAL RELEASE - CLAIMS EXTINGUISHED

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

Plaintiff Committee also waives the benefits and provisions of any similar law of any other jurisdiction concerning the CIRSC Released Claims.

16. The Sheriff's Office agrees to take the following actions within thirty (30) days of the Effective Date of this Agreement:

a. The Sheriff's Office will officially adopt the revised policy attached hereto as Exhibit "A", styled "Immigration Violations." Plaintiffs agree that the policies reflected in Exhibit "A" are valuable consideration for purposes of settlement; however, this Settlement Agreement does not imply and shall not be construed as Plaintiffs' agreement with all legal assertions or policy decisions reflected by Exhibit "A."

b. The Sheriff's Office will officially adopt the revisions to Sections 4.6 and 5.1(L) of its Detention Division policy styled "Booking – General Procedures," attached hereto as Exhibit "B".

c. The Sheriff's Office will implement such revised policies and train on them pursuant to its normal and customary practice. Such implementation and training process includes, but is not limited to, the following: an e-mail is sent to all affected members of the Sheriff's Office summarizing the policy revisions, requiring them to review the revised policy, and directing compliance with the revised policy. In addition, Sheriff's Office supervisors who are responsible for persons performing the policies are required to ensure such persons have reviewed the policies and are complying with them, as well as arrange for any training deemed necessary, including refresher training, as necessary, in the event of non-compliance.

17. For a period of three years from the Effective Date, the Sheriff's Office will provide to no more than three persons (the "Designated Persons") a 10-day meet and confer notice prior to making a Material Change in the revised policies attached hereto as Exhibits "A" and "B". For the purposes of this Agreement, the term "Material Change" shall mean a change in the policies regarding Sheriff's Office duties and obligations that would impact members of the public who come into contact with Sheriff's Office employees. The names and addresses of such Designated Persons shall be provided in writing to counsel for County Defendants on or prior to the Effective Date, and may be changed with reasonable notice to counsel for County Defendants no more than five times for the three years after the Effective Date. Any notice issued pursuant to the terms of this paragraph will provide Plaintiff Committee with the opportunity to comment on the proposed policy revisions and meet directly with the Sheriff or Assistant Sheriff. The Sheriff retains the sole discretion to modify the policies.

18. The Sheriff's Office will continue to work with the Mexican Consulate in San Francisco for the purpose of conducting due diligence with respect to the Consulate's Matricula Consular ("MC") card for the purpose of determining the reliability of the MC card to ascertain the identity of an individual. If the Sheriff determines that the MC card is a reliable method for ascertaining identity, he will direct Sheriff's Office members to rely on the MC card for that purpose in the field. The Sheriff's Office is not obligated to take any action with respect to the provisions of this paragraph within any designated period of time.

19. The Sheriff's Office will post the "Notice to Non-Citizens" in the form attached hereto as Exhibit "C" in the booking/intake areas of each Sonoma County jail facility, as well as in each housing module where postings are otherwise allowed. The notice will include both English and Spanish translations, which together shall not exceed one 8.5" x 11" page. The notice will be posted within thirty (30) days of the Effective Date of this Agreement, and shall

remain posted for a period of at least three (3) years from the Effective Date. Actions by jail inmates to remove or deface such notice postings shall not be construed as a violation of the terms of this paragraph, though the Sheriff's Office will take reasonable actions to replace such postings upon receipt of notice that the postings have been removed or defaced.

Settlement Terms Applicable to All Parties

20. Plaintiffs and the Sheriff's Office (including their respective counsel, agents, representatives, officers, employees, and anyone else acting on their behalf or subject to their control) shall not provide written press releases, editorials, or other writings intended for publication to media outlets regarding the resolution of the Action and terms of this Agreement ("Publications"), without providing prior notice via e-mail and an opportunity to respond to the other parties pursuant to the provisions set forth below. These parties shall comply with the provisions of this paragraph for a period of three years from the Effective Date of this Agreement.

a. The parties issuing the Publication ("Issuing Parties") shall provide to the other parties ("Responding Parties") notice of such intended issuance in a time and manner that allows for a response time of at least 48 hours (excluding holidays and weekends). Such notice and any response shall be provided via e-mail, to persons and e-mail addresses exchanged by counsel for the parties on or prior to the Effective Date; the identified persons and e-mail addresses may be revised upon reasonable notice provided in the same manner.

b. If the Responding Parties timely object to statements made in the proposed Publication and explain the objection, and the parties are not able to resolve such objection, the Issuing Parties shall include the following statement in its Publication: "[Name of Responding Parties] disagree(s) with this description of the lawsuit settlement terms."

c. Failure to comply with the requirements in this Paragraph No. 20 shall be deemed a material breach of this Agreement, permitting the non-breaching party to rescind prospective provisions in this Agreement (specifically, the County Defendants may rescind the provisions of Paragraph Nos. 17 and 20, and Plaintiffs may rescind the requirements of this Paragraph No. 20), but the other provisions of this Agreement shall remain in force. Any rescission under the terms of this provision must be made in writing and sent via e-mail to counsel for the breaching parties and to the identified persons and e-mail addresses exchanged pursuant to this Paragraph No. 20; rescission is effective immediately upon sending such e-mail notice (unless otherwise provided in the notice).

d. This Paragraph No. 20 applies only to written statements regarding the resolution of the Action and terms of this Agreement; it does not apply to any statements regarding the underlying claims or defenses.

21. The parties also agree that neither Plaintiffs nor any of their attorneys may make any claim for attorneys' fees or other costs against County Defendants. In addition, the parties agree that Plaintiffs and County Defendants shall bear their own respective costs, attorneys' fees, and expenses incurred in or related to the Action, and that any attorneys' fees owed by Plaintiffs will be paid out of the settlement amounts described above, and not in addition thereto.

22. The parties acknowledge that neither this Agreement nor any of its provisions shall constitute an admission of liability or fault on the part of any of the County Defendants, in either their official or personal capacities, or their agents, representatives, officers or employees. This Agreement is entered into by the parties for the purpose of compromising disputed claims and avoiding the expenses of litigation.

23. The parties represent and warrant that they have not assigned or transferred to any other person or entity, in any manner, all or any portion of any claim arising out of the matters released herein.

24. The invalidity or unenforceability of any provision of this Agreement, or any part of any such provision, shall in no way affect the validity or enforceability of any other provision of this Agreement or the remainder of such provision.

25. The parties further acknowledge that they have mutually participated in the drafting of this Agreement, and it is agreed that no provision herein shall be construed against any party hereto by virtue of its drafting any provision. This instrument shall constitute the entire agreement between the parties, and it is expressly understood and agreed that this Agreement has been freely and voluntarily entered into by the parties hereto with the advice of counsel, who have explained the legal effect of this Agreement. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Agreement.

26. The persons signing this Agreement warrant and represent that they possess full authority to bind the parties on whose behalf they are signing this Agreement to its terms. This Agreement may not be altered, modified or otherwise changed in any respect except in writing, duly executed by all of the parties or their authorized representatives.

27. This Agreement may be signed in counterparts, and facsimile signatures shall have the same force and effect as original signatures. It is further understood and agreed that no legal obligation shall arise under this instrument unless and until each and every party has signed his, her or its respective copy of this Agreement and provided it to the other parties. Timing is of the essence in the signing, execution, and performance of this Agreement.

IN WITNESS WHEREOF and in agreement herewith, the parties have entered into this Agreement as of the Effective Date of July 15, 2011.

FOR PLAINTIFFS:

By: _____ Dated: _____
Francisco Sanchez-Lopez
Plaintiff

By: _____ Dated: _____
Christyan Sonato-Vega
Plaintiff

By: _____ Dated: _____
Richard Coshnear
Authorized Representative,
Committee for Immigrant Rights of Sonoma County
Plaintiff

Approved as to form for Plaintiffs:

By: _____ Dated: _____
Julia Harumi Mass
ACLU of Northern California
Counsel for Plaintiffs

By: _____ Dated: _____
Alfred Pfeiffer
Latham & Watkins, LLP
Counsel for Plaintiffs

FOR DEFENDANT THE COUNTY OF SONOMA:

By: _____ Dated: _____
Steve Freitas
Sheriff-Coroner
Sonoma County Sheriff's Office

By: _____ Dated: _____
Marcia Chadbourne
Risk Manager
County of Sonoma

Approved as to form for the County of Sonoma:

By: _____ Dated: _____
Anne L. Keck
Deputy County Counsel, Sonoma County
Counsel for County Defendants

By: _____ Dated: _____
Richard W. Osman
Bertrand, Fox & Elliot
Counsel for County Defendants

EXHIBIT A

428 - Immigration Violations

428.1 PURPOSE AND SCOPE

The Sheriff's Office is committed to equal enforcement of the law and equal service to the public -- regardless of alien status. Confidence in this commitment will increase the Sheriff's Office's effectiveness in protecting and serving the entire community.

428.2 GENERAL

The United States Department of Homeland Security, Bureau of Immigration and Customs Enforcement (ICE) has primary jurisdiction for enforcement of the Immigration and Nationality Act (Title 8 of the United States Codes) as to both civil and criminal immigration violations. California peace officers are not authorized under federal law to arrest an individual for violation of a civil immigration law, such as being illegally present in the country (i.e., an undocumented alien). California peace officers are, however, authorized to arrest an individual for a criminal immigration violation, such as illegal reentry after removal.

ICE Officers have the authority to issue immigration detainers (holds) as to individuals suspected of violating federal immigration laws, pursuant to 8 C.F.R. § 287.7 and other federal laws. Such immigration detainers require the Sheriff's Office to maintain custody of the individual for a period not to exceed 48 hours (excluding weekends and holidays) to permit ICE time in which to assume custody. Current ICE policies preclude ICE Officers from issuing immigration detainers against an individual unless a local law enforcement agency (such as the Sheriff's Office) has exercised its independent authority to arrest the alien. ICE Officers are directed not to issue detainers for aliens who have been temporarily detained by the Sheriff's Office (i.e., roadside or *Terry* stops) but not arrested. ICE's policy, however, does not preclude temporary detention of an alien by the Sheriff's Office while ICE responds to the scene. (See ICE Interim Policy Number 10074.1: Detainers, § 4.1.)

428.3 SHERIFF'S OFFICE CONTACT WITH PERSONS SUSPECTED OF BEING ILLEGALLY PRESENT IN THE COUNTRY (CIVIL IMMIGRATION VIOLATIONS)

Members of the Sheriff's Office occasionally come into contact with persons suspected solely of being illegally present in the country (civil immigration violations). If a Sheriff's Office member suspects that an individual is unlawfully present in the United States, such a suspicion shall not, by itself, serve as the basis for contact, detention, or arrest. Absent a separate law enforcement reason, Sheriff's Office members shall not question such persons directly about their immigration status, nor telephone ICE while in the field to obtain such information.

428.31 EQUAL ENFORCEMENT OF THE LAWS

Sheriff's Office members shall give equal consideration to all persons with whom they come into contact. As stated in other policies, law enforcement actions shall not be taken against persons on the basis of race, ethnicity, national origin, age, gender, sexual orientation, religion, socioeconomic status, or other protected classification. In addition, the disposition of each contact (i.e., warning, citation, arrest, etc.), while discretionary in each case, shall not be affected by any of those factors.

428.32 IMMIGRATION SWEEPS

The Sheriff's Office shall not independently conduct "sweeps" or other concentrated efforts for the purpose of locating and detaining persons who are solely suspected of being illegally present in the United States.

428.4 INDIVIDUAL REQUESTS BY ICE FOR FIELD ASSISTANCE

If a specific request for assistance is made by ICE or another federal law enforcement agency, the Sheriff's Office will provide available support services such as traffic control, keep-the-peace efforts, or mutual aid, during the federal operation.

428.5 JOINT OPERATIONS WITH ICE

The Sheriff's Office will work cooperatively with ICE and other federal law enforcement agencies to help locate known or suspected criminals and gang members. All other requests to conduct joint operations with ICE or other federal law enforcement agencies shall be referred to the Sheriff or designee for prior approval and to establish operational parameters.

As a condition to working with ICE on a joint operation in the field, the Sheriff's Office shall require ICE to refrain from arresting or taking custody of persons solely based on a suspicion that they are unlawfully present in the country (i.e., civil immigration violations), or solely based on low level traffic violations (e.g., Vehicle Code § 12500). Under such condition, ICE must agree at the outset of a joint operation not to arrest persons for civil immigration violations unless the subject was identified as a target of the joint operation, or if probable cause exists to believe the subject has engaged in criminal activity.

428.6 COMPLIANCE WITH IMMIGRATION DETAINERS ISSUED BY ICE

ICE Agents have the authority to issue immigration detainers for the purpose of requiring the Sheriff's Office to maintain custody of persons suspected of violating federal immigration laws. Absent a contrary directive from ICE, compliance with detainers is mandatory (see 8 C.F.R. § 287.7, subd. (d)).

428.7 COMMUNICATIONS WITH ICE DURING BOOKING

Upon booking a person into the County jail solely based on a Vehicle Code infraction or misdemeanor violation of Vehicle Code §12500, Sheriff's Office members shall not contact ICE to alert them for the purpose of issuing an immigration detainer unless otherwise required by a warrant, BOL, or alert, or based on imminent public safety concerns.

428.8 PROCEDURES FOR IMMIGRATION COMPLAINTS

Persons wishing to report immigration violations should be referred to the United States Bureau of Immigration and Customs Enforcement (ICE) in San Francisco.

EXHIBIT B

Revisions to the Sheriff's Office Detention Division Policy, Booking – General Procedures, Sections 4.6 and 5.1(L) only:

4.6 IMMIGRATION INFORMATION AND CONTACTING FOREIGN NATIONALS' CONSULATES

- A. It is the general policy of the Sheriff's Office to comply with ICE requests for information relating to arrestees or inmates sought for the purpose of immigration enforcement. However, such policy shall be subject to the following terms and conditions:
1. Jail Staff shall respond to ICE requests for information relating to specific individuals in Sheriff's Office custody, and shall provide ICE access to the Daily Booking Log available to the public.
 2. If ICE requests documents generally relating to foreign-born arrestees booked into the jail (such as, but not limited to, booking sheets), then Jail Staff may respond appropriately but shall not provide documents related to persons arrested only for traffic infractions or Vehicle Code § 12500 misdemeanor violations, nor shall they volunteer such documents.
 3. If ICE requests booking information summaries of a broad category of foreign-born persons booked into the jail, then Jail Staff may respond appropriately but shall not provide information related to persons arrested only for traffic infractions or Vehicle Code § 12500 misdemeanor violations, nor shall they volunteer such information.
 4. Upon booking a person into the jail solely based on a Vehicle Code infraction or misdemeanor violation of Vehicle Code §12500, Jail Staff shall not contact ICE to alert them for the purpose of issuing an immigration detainer unless otherwise required by a warrant, BOL, or alert, or based on imminent public safety concerns.
 5. Nothing in this policy shall affect compliance with the United States government's Secure Communities Program, or other similar programs or other applicable laws.
- B. The Sheriff's Office shall comply with and enforce all facially valid immigration detainers (holds) issued by ICE. Inmates may be held on ICE holds only for 48 hours, excluding federal holidays and weekends. If ICE does not assume custody of the inmate before expiration of that time period, the inmate will be released at that time (unless another hold or warrant prevents release). The Records Legal Processor is responsible for sending information to ICE regarding the initiation of the hold and expiration of the hold.
- C. If an arrestee is a foreign national or believed to be a foreign national, Booking Staff may be required to contact his/her consulate; all persons believed to be foreign nationals shall be provided a reasonable opportunity to contact their consulates. ([Refer to: Consulate Notification Policy](#))

5.1 ACCEPTING COOPERATIVE ARRESTEES

* * *

L. The **Booking Legal Processor** shall:

1. Verify that the information on the [Pre-Booking form](#) is complete and accurate, and shall:
 - a. Confirm the agency case number with the Arresting Officer; and
 - b. If any information is inaccurate or incomplete, return the paperwork to the Arresting Officer and ask that he/she correct the error.
 - c. [DELETED]
2. Verify that any warrants required are present and signed off.
3. Verify that all bulk property items are tagged.
4. Verify that the property inventory and money amount matches the property and money taken, sign it and give a copy to the Arresting Officer and to the arrestee. ([Property- Inmate Cash and Valuables](#))
5. Place the original Affidavit re Probable Cause aside in the slot reserved for Probable Cause Statements.

EXHIBIT C

NOTICE TO IMMIGRANTS IN THE JAIL

<i>What is an ICE Hold?</i>	The Federal government (ICE) may issue an immigration detainer against you (also called a “hold”) to the jail if it suspects that you are unlawfully present in the United States.
<i>What happens if ICE issues a hold for me?</i>	You will be held in the jail for 48 hours (excluding weekends and holidays) after you would otherwise have been released. ICE may take you into custody during or at the end of this period and transfer you to an immigration facility. The jail will hold you during this period even if you are allowed to post bail.
<i>When will I be released?</i>	The jail will release you after the hold expires or earlier if ICE removes the hold, unless it is required to maintain custody of you for some other reason.
<i>What if I think my hold is improper?</i>	You may contact an attorney or an ICE Agent, and provide the information supporting your reason to contest the hold. A hold may be improper if you (1) are a U.S. Citizen; (2) are authorized to be in the United States; or (3) are being detained based on immigration status without any criminal basis for arrest.
<i>What are my rights if ICE takes me into custody?</i>	You will have the right to (1) a hearing before an immigration judge or to an interview prior to removal from the United States; (2) attorney representation at no cost to the government; and (3) receive information about low or no-cost immigration legal services. You may also have the right to seek release from custody on bond prior to and during your immigration proceedings.

AVISO A INMIGRANTES EN LA CARCEL

<i>¿Qué es una orden de detención de inmigración?</i>	El gobierno federal (inmigración o ICE) puede emitir una orden de detención de inmigración en su contra (también llamado "hold") a la cárcel si se sospecha que usted está en los Estados Unidos ilegalmente.
<i>¿Qué sucede si inmigración emite una orden de detención en mi contra?</i>	Usted será detenido por 48 horas (sin contar los fines de semana y días feriados) después de que lo que hubieran puesto en libertad. Inmigración puede proceder a detenerlo durante o al final de este período y trasladarlo a un centro de inmigración. La cárcel lo detendrá durante este período, aun si se le permita pagar una fianza.
<i>¿Cuándo seré puesto en libertad?</i>	La cárcel lo dejara en libertad después de que la orden de detención se venza o antes, si inmigración la retracta, a menos que sea necesario mantenerlo en custodia por alguna otra razón.
<i>¿Qué hago si creo que la orden de detención fue inapropiada?</i>	Usted puede contactar a un abogado o un agente de inmigración, y proveer información que apoye su contestación de la orden de detención. Una orden de detención puede ser inapropiada si: (1) es ciudadano de los Estados Unidos (2) está autorizado estar en los Estados Unidos, o (3) lo están deteniendo a base de su estado migratorio sin base criminal para su arresto.
<i>¿Cuáles son mis derechos si inmigración me detiene?</i>	Usted tendrá el derecho a (1) una audiencia ante un juez de inmigración o a una entrevista antes de la deportación de los Estados Unidos (2) representación de un abogado sin costo alguno para el gobierno, y (3) recibir información sobre servicios legales de inmigración gratis o de bajo costo. Usted también puede tener derecho a pedir ser puesto en libertad bajo fianza antes de y durante los procesos de inmigración.

ICE, San Francisco Field Office: (415) 844-5512

U.C. Davis School of Law Immigration Clinic: (530) 752-6942 (for possible legal assistance or referral)

Centro Legal de la Raza: (510) 437-1554 (for possible legal assistance or referral)

Catholic Charities Immigration: (707) 578-6000 (for legal referral only/solo para referencia de abogados)