

# **EXHIBIT A**

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is made and entered into between Plaintiffs Rubicon Programs, American Civil Liberties Union of Northern California, and Henry Washington (hereafter collectively, “Plaintiffs”), and Defendants Superior Court of California, County of Solano (“Solano County Superior Court” or “Solano Court”) and the Honorable Robert C. Fracchia, Presiding Judge (hereafter collectively, “Defendants”). Plaintiffs and Defendants may hereafter be referred to together as the “Parties.”

### RECITALS

1. On June 15, 2016, Plaintiffs filed their Verified Complaint for Declaratory and Injunctive Relief in the action entitled *Rubicon Programs, et al. v. Superior Court of California, County of Solano, et al.*, Case No. FCS047212, California Superior Court, County of Solano (the “Complaint”).
2. In the Complaint, Plaintiffs alleged, *inter alia*, that the Solano County Superior Court improperly acts to suspend the driver’s licenses of California motorists for failure to pay traffic fines or appear to contest traffic tickets, without giving individuals adequate notice and opportunity to be heard on their ability to pay, and without making a finding that the failure to pay or appear was willful.
3. In the Complaint, Plaintiffs alleged that the actions of the Defendants violated various provisions of the California Vehicle Code and rights guaranteed under the California and United States Constitutions.
4. The Solano County Superior Court has taken affirmative actions to modify its forms and procedures relating to ability to pay determinations in Solano County Superior Court.
5. Without agreeing that the allegations or claims of the Plaintiffs were true or that they constituted valid causes of action, Defendants have agreed to take certain steps, described more fully below, to address the claims in Plaintiffs’ complaint. Plaintiffs, for their part, have agreed that the changes agreed to by Defendants are sufficient to resolve the concerns that led to the filing of the Complaint.
6. The Parties now desire to settle all claims and causes of action arising out of and related in any way to the circumstances alleged in the Complaint, on the basis of the representations and promises set forth in this Agreement.

## AGREEMENT

NOW THEREFORE, in consideration of the recitals above, and the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree, covenant, and represent as follows:

A. CHANGES TO FORMS OF SOLANO COUNTY SUPERIOR COURT.

1. Within 90 days of the approval by the Parties of this Agreement, the Solano County Superior Court shall implement the following changes:
  - (a) License Suspensions: Solano County Superior Court shall update its computer programs so that, upon notice of a traffic defendant's failure to pay or failure to appear, the Clerk's Office shall not enter charges against traffic/infraction defendants pursuant to Vehicle Code sections 40508(a) or (b), nor will the Solano County Superior Court report to the DMV that any traffic defendant has violated Vehicle Code section 40508(a), unless otherwise ordered by a judicial officer of the Court or required by law. The Solano County Superior Court is aware of and shall abide by the terms of California Vehicle Code sections 40509 and 40509.5.
  - (b) In the event that any judicial officer orders that charges be entered pursuant to Vehicle Code sections 40508(a), the Solano County Superior Court Clerk's Office shall provide the traffic/infraction defendant with notice and information on how to request a hearing pursuant to Vehicle Code 40508.
2. Within 30 days of the approval by the Parties of this Agreement, the Solano County Superior Court shall implement the following changes to its forms:
  - (a) Notice Prior to Finding a Failure to Pay. Solano County Superior Court agrees to implement changes to the forms that it provides to traffic/infraction defendants so that all such forms notify traffic/infraction defendants of their right to seek an "ability to pay" determination at any time between the issuance of a ticket and the time when the fines and fees are paid in full. The Parties have agreed to the changes reflected in Exhibits 1-4, attached hereto, and as follows:
    - (i) The Solano County Superior Court sends a courtesy notice to all traffic/infraction defendants upon issuance of a traffic ticket. This is Solano County Superior Court's first communication with traffic/infraction defendants. The agreed-upon revised "courtesy

notice” is attached hereto as Exhibit 1, and incorporated herein by reference.

- (ii) The Solano County Superior Court provides a “notice of rights” form to all traffic/infracton defendants who appear in traffic court for any reason. The agreed-upon revised “notice of rights” form is attached hereto as Exhibit 2, and incorporated herein by reference.
- (iii) The Solano County Superior Court provides traffic/infracton defendants who appear in traffic court with an oral advisement of their right to ask Solano County Superior Court for a determination of their ability to pay court fines and fees, consistent with the “notice of rights” form (Exhibit 2).
- (iv) The Solano County Superior Court will post a notice of defendants’ right to an ability to pay determination in the clerks’ offices where traffic/infracton citations are processed. Such notice will be consistent with the “notice of rights” form (Exhibit 2).
- (v) The Solano County Superior Court permits traffic/infracton defendants to demonstrate inability to pay orally in court or in writing using a “declaration form.” The declaration form will be available on the court’s website, and at the clerk’s office. The agreed-upon revised “declaration form” is attached hereto as Exhibit 3, and incorporated herein by reference.
- (vi) If the Solano County Superior Court enters a judgment against any traffic/infracton defendant which requires that defendant to pay an amount of traffic fines or fees, and the defendant fails to pay the ordered amount in the time specified by the judgment, third-party GC Services Limited Partnership (“GC Services”) sends the traffic defendant a “failure to pay notice.” The Parties understand that GC Services has agreed to revise its “failure to pay notice” to: (A) include information about a defendant’s right to request an ability to pay determination at any time that the judgment remains unpaid, (B) include information about how to request an ability to pay determination, including Solano Superior Court’s physical addresses, phone numbers, and the web address where defendants can find Solano’s Court Declaration Form, and (C) include notice that the defendant has 20 days to pay bail, request an ability to pay determination, or demonstrate good cause for failing to pay, or a civil assessment of up to \$300 will be applied, and (D) exclude any references to license suspensions or holds. The Solano County Superior Court will request that GC Services consult a readability expert on its “failure to pay notice.” Finally, the Parties

understand that GC Services has agreed to complete these revisions within four months of the execution of this Agreement and that Solano County Superior Court shall provide Plaintiffs' counsel with the final version of this GC Services notice upon its completion. Thereafter, the parties shall comply with the modification procedures set forth in Paragraph B, if needed.

- (vii) If GC Services has sent a traffic/infraction defendant a "failure to pay notice," and the traffic/infraction defendant has not contacted the Solano County Superior Court within 20 days, GC Services sends the traffic defendant a "second FTP notice." The Parties understand that GC Services has agreed to revise its "second FTP notice" to: (A) include information about a defendant's right to request an ability to pay determination at any time that the judgment remains unpaid, (B) include information about how to request an ability to pay determination, including Solano Superior Court's physical addresses, phone numbers, and the web address where defendants can find Solano's Court Declaration Form, and (C) exclude any references to license suspensions or holds. The Solano County Superior Court will request that GC Services consult a readability expert on its "failure to pay notice." Finally, the Parties understand that GC Services has agreed to complete these revisions within four months of the execution of this Agreement and that Solano County Superior Court shall provide Plaintiffs' counsel with the final version of this GC Services notice upon its completion. Thereafter, the parties shall comply with the modification procedures set forth in Paragraph B, if needed.
  
- (b) Notice Prior to Finding a Failure to Appear.
  - (i) If the traffic/infraction defendant has not made any contact with the Solano Superior Court, and has not paid any fine or fee within 30 days of the court date that appears on the "courtesy notice" (Exhibit 1) then GC Services sends the traffic defendant a "failure to appear notice." The Parties understand that GC Services has agreed to revise its "failure to appear notice" to include: (A) information about a defendant's right to request an ability to pay determination at any time that the judgment remains unpaid, and (B) information about how to request an ability to pay determination, including Solano Superior Court's court physical addresses, phone numbers, and the web address where defendants can find Solano's Court Declaration Form. The Solano County Superior Court will request that GC Services consult a readability expert on its "failure to appear notice." Finally, the Parties understand that GC Services has agreed to complete these revisions

within four months of the execution of this Agreement and that Solano County Superior Court shall provide Plaintiffs' counsel with the final version of this GC Services notice upon its completion. Thereafter, the parties shall comply with the modification procedures set forth in Paragraph B, if needed.

- (ii) If 20 days have elapsed since GC Services sent a traffic/infraction defendant the "failure to appear notice," and the traffic/infraction defendant still has not appeared or otherwise made contact with the Solano County Superior Court or GC Services, GC Services sends the traffic defendant a "failure to appear follow-up notice." The Parties understand that GC Services has agreed to revise its "failure to appear notice" to include: (A) information about a defendant's right to request an ability to pay determination at any time that the judgment remains unpaid, and (B) information about how to request an ability to pay determination, including Solano Superior Court's court physical addresses, phone numbers, and the web address where defendants can find Solano's Court Declaration Form. The Solano County Superior Court will request that GC Services consult a readability expert on its "failure to appear notice." Finally, the Parties understand that GC Services has agreed to complete these revisions within four months of the execution of this Agreement and that Solano County Superior Court shall provide Plaintiffs' counsel with the final version of this GC Services notice upon its completion. Thereafter, the parties shall comply with the modification procedures set forth in Paragraph B, if needed.

(c) Memorandum from Presiding Judge

- (i) The Honorable Robert C. Fracchia, Presiding Judge, will send a memorandum, attached hereto as Exhibit 4 and incorporated by reference, entitled "Ability to Pay Determinations in Traffic Infraction Cases" to all court personnel to describe the method for conducting ability to pay determinations in Solano County Superior Court.

B. FUTURE MODIFICATIONS TO FORMS AND MEMOS.

It is the intent of the parties that the forms and memoranda used by Solano County Superior Court shall provide traffic defendants with adequate notice and an opportunity to be heard regarding ability to pay. The Parties also recognize that it may be necessary to make modifications to the documents reflected in Exhibits 1-4, or to the GC Services forms described herein, based on changes to the laws, regulations, or rules governing traffic fines and fees or license suspensions or holds.

If Solano County Superior Court intends to modify any of the forms or memoranda reflected in Exhibits 1-3, or to request that GC Services revise any of its forms described herein, within the 18 months following approval by the Parties of this Agreement, it shall promptly notify Plaintiffs in writing. Plaintiffs shall respond in writing as soon as possible, and at the latest within two weeks of receiving such notification. If Plaintiffs agree with the proposed changes, Plaintiffs shall so notify Defendants. If Plaintiffs disagree with Defendants' proposed changes, Plaintiffs shall identify with specificity the reasons for Plaintiffs' disagreement with the proposed modifications, including by providing proposed alternative language. Thereafter, the parties shall comply with the dispute resolution procedures set forth in Paragraph E.

C. TRAINING.

Solano County Superior Court shall provide written training regarding the terms of this Agreement and all new forms described herein to all Solano County Superior Court traffic staff, including legal process clerks. Written training shall also be provided to GC services staff who interact with Solano County traffic/infractor defendants (whether in-person, by phone, by email, or via the internet). Within 30 days after this Agreement is executed, Solano County Superior Court shall certify to Plaintiffs that it has completed the training described in this Paragraph, and provide a copy of such training materials to Plaintiffs' counsel.

D. MONITORING.

During the 18 months following approval by the Parties of this Agreement, Plaintiffs' counsel shall monitor compliance with this Agreement. Four months after execution of this Agreement, Solano County Superior Court shall provide Plaintiffs' counsel with the four revised GC Services forms described in this Agreement. Moreover, three months after execution of this Agreement, and every three months thereafter (during the 18-month period), Solano County Superior Court shall provide Plaintiffs' counsel with a representative sample of the following documents:

1. Declaration forms submitted by traffic/infractor defendants seeking an ability to pay determination or asking Solano Court for a reduction in or alternative to payment of a fine or fee, together with the court orders in response to the submission of those forms.
2. The representative sample shall be randomly drawn from the files of the Solano County Superior Court. The representative sample shall contain at least 25% of all files in which the Solano County Superior Court issued an order in response to a declaration form submitted during the monitoring period.

3. Data sufficient to demonstrate the number of traffic citations received and filed by the Solano Court during the reporting period.

Plaintiffs agree that they seek to review the documents identified in Paragraph D.1-3 solely to monitor compliance with this Agreement, and will not contact Solano County Superior Court traffic defendants on the basis of information collected from these documents. If Plaintiffs desire to contact a Solano County Superior Court traffic defendant on the basis of information collected from monitoring compliance documents for purposes of enforcing this Agreement, Plaintiffs shall notify the Solano County Superior Court, stating the reasons for Plaintiffs' request. The Solano County Superior Court shall respond in writing as soon as possible, and at the latest within two weeks of receiving such notification. Thereafter, if the parties cannot agree, the parties shall comply with the dispute resolution procedures set forth in Paragraph E.

Further, none of the Plaintiffs will "sell, give away, allow the distribution of, include in a database, or create a database with" information obtained through the monitoring procedure, in the same manner that Vehicle Code section 40504(a) prohibits a person or entity from doing so with a thumbprint or fingerprint of an arrested person.

#### E. DISPUTE RESOLUTION PROCEDURES

The Parties shall engage in good faith efforts to resolve any dispute arising under this Agreement informally and in the spirit of cooperation. If, after first attempting informal resolution, any Party believes that the dispute cannot be resolved informally, that Party shall send a written notice to all other Parties explaining the basis for the disagreement and requesting that the Parties meet and confer to resolve the dispute. Within 30 days of any Party sending a written notice to meet and confer regarding a dispute, the Parties shall meet and confer in good faith in an attempt to reach a resolution. If after meeting and conferring the Parties are unable to reach resolution, any Party may file a motion with the Court.

For purposes of this Agreement, notice shall be sent to Plaintiffs by sending an email to all of the following:

Rebekah Evenson

Christine Sun

Elisa Della-Piana

For purposes of this Agreement, notice shall be sent to Defendants by sending an email to all of the following:

Nathaniel Garrett

Eric Schnurpfeil

Robert Oliver

F. ATTORNEYS' FEES.

Within 60 days after conditional dismissal of this Action, the Solano County Superior Court—as arranged by and through the Judicial Council of California pursuant to Government Code section 811.9 and California Rule of Court 10.202—shall pay to the Plaintiffs the amount of \$90,000 as attorneys' fees in connection with the prosecution of the Action. The Parties agree that this amount was negotiated separately following their agreement to all other material terms of this Agreement and that it is fair and reasonable.

G. NOTICE OF CONDITIONAL DISMISSAL WITH PREJUDICE.

Upon execution of this Agreement by all Parties, Plaintiffs shall, within a reasonable period of time not to exceed 10 days prepare a joint notice of conditional dismissal with prejudice of the Action in its entirety as to all parties pursuant to California Rule of Court 3.1385(c). The joint notice must specify that dismissal is to be filed within 18 months of approval by the Parties of this Agreement.

It is the intention of the Parties that this Agreement be admissible in court, and be enforceable by the court. Pursuant to Code of Civil Procedure § 664.6, the joint notice of conditional dismissal shall incorporate this Agreement by reference, and shall include a request by the Parties that Judge Leslie C. Nichols retain jurisdiction over the parties to enforce this Agreement, and shall be in a form substantially similar to Exhibit 5 hereto.

H. GENERAL RELEASE AND COVENANT NOT TO SUE.

Plaintiffs, for themselves, and on behalf of their heirs, assigns, executors, administrators, agents, successors and affiliates, past and present (collectively, "Plaintiffs' Affiliates"), hereby fully and without limitation, release, covenant not to sue, and forever discharge (i) Honorable Robert C. Fracchia, in his personal capacity and in his official capacity as Presiding Judge of the Superior Court of California, County of Solano; (ii) the Superior Court of California, County of Solano; and (iii) their respective officials, officers, employees, representatives, agents, attorneys, divisions, branches, successors and predecessors in interest, and assigns, past and present (collectively, the "Releasees") from any and all rights, claims, demands, liabilities, actions and causes of action whether in law or in equity, suits, damages, injunctions, losses, attorneys' fees, costs, expenses and compensation, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected ("Claims"), that Plaintiffs or Plaintiffs' Affiliates now have, or may ever have, against Defendants or any other of the Releasees, that arise out of, or are in

any way related to the Action. The Releasees do not include the Department of Motor Vehicles, or any of its officers, employees, or agents.

The Terms of this Agreement and the Release described above do not include any claims related to Solano County Superior Court's imposition or administration of a civil assessment under Penal Code 1214.1.

I. THIS RELEASE APPLIES TO KNOWN AND UNKNOWN CLAIMS.

Plaintiffs acknowledge that they are aware of and familiar with the provisions of California Civil Code Section 1542, which provides:

*“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.”*

Plaintiffs hereby waive and relinquish all rights and benefits to which they may be entitled under California Civil Code Section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.

J. OTHER ACTIONS.

Plaintiffs warrant that they have not filed any other action that arises out of or in any way relates to the Action or any other Claim against the Defendants or any other of the Releasees prior to the Effective Date of this Agreement.

K. NON-ADMISSION OF LIABILITY.

The Parties agree, covenant, and represent that this Agreement shall constitute a compromise of, and full accord and satisfaction of, doubtful and disputed claims. The Parties further agree, covenant, and represent that this Agreement shall not be treated as an admission of liability by Defendants or any other of the Releasees at any time, for any purpose. In addition, this Agreement shall not be admissible in any proceeding between the Parties, except a proceeding relating to a breach of its provisions after execution.

L. AMBIGUITIES.

This Agreement has been reviewed by the Parties and by their respective attorneys. Further, the Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive any common-law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

M. CHOICE OF LAW.

This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted and enforced pursuant to the laws of the State of California, without regard to or application of any of California's conflict of laws rules.

N. WAIVER OF JURY TRIAL.

Each of the Parties hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Agreement or the transactions contemplated by this Agreement.

O. INTEGRATION.

No promise or inducement has been made by any party other than those set forth in this Agreement. This Agreement constitutes a single, integrated contract expressing the entire agreement of the Parties. There is no other agreement, written or oral, express or implied, between the Parties with respect to the subject matter hereof, except this Agreement.

P. MODIFICATION OR AMENDMENT.

This Agreement cannot be orally modified or amended. This Agreement can only be modified or amended by a written agreement that is signed by all Parties and that expressly states that the Parties intend to modify or amend a provision of this Agreement.

Q. WAIVER.

No waiver by any Party, at any time, of any breach of or compliance with any condition or provision of this Agreement shall be construed as a waiver of any subsequent breach of the same covenant, term, or provision, or as a waiver of breach of any other covenant, term, or provision.

R. SEVERABILITY.

Should any provision of this Agreement be held invalid or unenforceable by any court of competent authority, such provision shall be validly reformed so as to approximate the intent of the Parties hereto as nearly as possible and, if unenforceable, shall be deemed divisible and deleted, provided that the remainder of this Agreement shall not otherwise be affected and shall continue in full force and effect.

S. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in counterparts, and if so executed and delivered, all of the counterparts together shall constitute one and the same Agreement.

T. CAPTIONS.

The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

U. EFFECTIVE DATE.

The Effective Date of this Agreement shall be the latest date upon which this Agreement is fully executed by all signatories.

V. MISCELLANEOUS PROVISIONS.

1. The Parties have read this Agreement and fully understand all of its terms; that they have conferred with their attorneys, or have knowingly and voluntarily chosen not to confer with their attorneys about this Agreement; that they have executed this Agreement without coercion or duress of any kind; and that they understand any rights that they have or may have and sign this Agreement with full knowledge of any such rights.

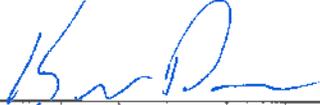
2. The Parties acknowledge that no representations, statements, or promises made by the other Party, or by their respective agents or attorneys, have been relied on in entering into this Agreement.

3. The Parties incorporate all recitals into the terms of this Agreement.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, ACCEPT AND AGREE TO THIS AGREEMENT'S PROVISIONS, AND EXECUTE THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

RUBICON PROGRAMS

Date 8/7/17

By:   
Name: Kelly Dunn  
Title: Vice President

*Plaintiff*

AMERICAN CIVIL LIBERTIES UNION  
OF NORTHERN CALIFORNIA

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Plaintiff*

Date \_\_\_\_\_

By: \_\_\_\_\_  
HENRY WASHINGTON

*Plaintiff*

PILLSBURY WINTHROP SHAW  
PITTMAN LLP

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas V. Loran III  
(AS TO FORM)

*Counsel for Plaintiffs*

BAY AREA LEGAL AID

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: Rebekah Evenson  
(AS TO FORM)

*Counsel for Plaintiffs*

RUBICON PROGRAMS

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

*Plaintiff*

AMERICAN CIVIL LIBERTIES UNION  
OF NORTHERN CALIFORNIA

Date 8/4/2017

By: Abdi Soltani  
Name: Abdi Soltani  
Title: Executive Director

*Plaintiff*

Date \_\_\_\_\_

By: \_\_\_\_\_  
HENRY WASHINGTON

*Plaintiff*

PILLSBURY WINTHROP SHAW  
PITTMAN LLP

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas V. Loran III  
(AS TO FORM)

*Counsel for Plaintiffs*

BAY AREA LEGAL AID

Date 8/4/2017

By: Rebekah Evenson  
Name: Rebekah Evenson  
(AS TO FORM)

*Counsel for Plaintiffs*

RUBICON PROGRAMS

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

*Plaintiff*

AMERICAN CIVIL LIBERTIES UNION  
OF NORTHERN CALIFORNIA

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

*Plaintiff*

Date 8/7/17

By: Henry Washington  
HENRY WASHINGTON

*Plaintiff*

PILLSBURY WINTHROP SHAW  
PITTMAN LLP

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas V. Loran III  
(AS TO FORM)

*Counsel for Plaintiffs*

BAY AREA LEGAL AID

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: Rebekah Evenson  
(AS TO FORM)

*Counsel for Plaintiffs*

RUBICON PROGRAMS

Date \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

*Plaintiff*

AMERICAN CIVIL LIBERTIES UNION  
OF NORTHERN CALIFORNIA

Date \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

*Plaintiff*

Date \_\_\_\_\_

By: \_\_\_\_\_

HENRY WASHINGTON

*Plaintiff*

PILLSBURY WINTHROP SHAW  
PITTMAN LLP

Date \_\_\_\_\_

By: Thomas V. Loran III

Name: Thomas V. Loran III  
(AS TO FORM)

*Counsel for Plaintiffs*

BAY AREA LEGAL AID

Date \_\_\_\_\_

By: Rebekah Evenson

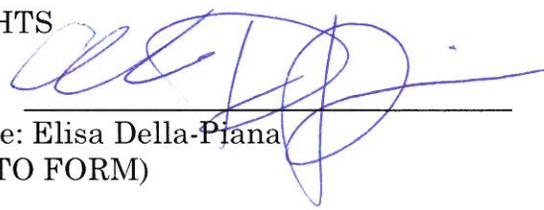
Name: Rebekah Evenson  
(AS TO FORM)

*Counsel for Plaintiffs*

LAWYERS' COMMITTEE FOR CIVIL RIGHTS

Date\_\_\_\_\_

By: \_\_\_\_\_  
Name: Elisa Della-Piana  
(AS TO FORM)



*Counsel for Plaintiffs*

AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION OF NORTHERN CALIFORNIA

Date\_\_\_\_\_

By: \_\_\_\_\_  
Name: Christine Sun  
(AS TO FORM)

*Counsel for Plaintiffs*

WESTERN CENTER ON LAW & POVERTY

Date\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
(AS TO FORM)

*Counsel for Plaintiffs*

LEGAL SERVICES FOR PRISONERS WITH CHILDREN

Date\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
(AS TO FORM)

*Counsel for Plaintiffs*

LAWYERS' COMMITTEE FOR CIVIL RIGHTS

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elisa Della-Piana  
(AS TO FORM)

*Counsel for Plaintiffs*

UNION

AMERICAN CIVIL LIBERTIES ~~UNION~~  
FOUNDATION OF NORTHERN  
CALIFORNIA

Date 8/4/2017

By:   
Name: Christine Sun  
(AS TO FORM)

*Counsel for Plaintiffs*

WESTERN CENTER ON LAW & POVERTY

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
(AS TO FORM)

*Counsel for Plaintiffs*

LEGAL SERVICES FOR PRISONERS WITH CHILDREN

Date \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
(AS TO FORM)

*Counsel for Plaintiffs*

LAWYERS' COMMITTEE FOR CIVIL RIGHTS

Date \_\_\_\_\_

By: \_\_\_\_\_

Name: Elisa Della-Piana  
(AS TO FORM)

*Counsel for Plaintiffs*

AMERICAN CIVIL LIBERTIES UNINO FOUNDATION OF NORTHERN CALIFORNIA

Date \_\_\_\_\_

By: \_\_\_\_\_

Name: Christine Sun  
(AS TO FORM)

*Counsel for Plaintiffs*

WESTERN CENTER ON LAW & POVERTY

Date August 4, 2017

By:  \_\_\_\_\_

Name: Richard A. Rothschild  
(AS TO FORM)

*Counsel for Plaintiffs*

LEGAL SERVICES FOR PRISONERS WITH CHILDREN

Date August 4, 2017

By:  \_\_\_\_\_

Name: Brittany Stonesifer  
(AS TO FORM)

*Counsel for Plaintiffs*

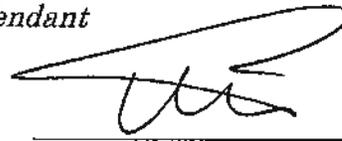
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SOLANO

Date 8/4/17

By:   
Name: Brian Taylor  
Title: Cart Executive Officer

*Defendant*

Date 8/4/17

By:   
THE HONORABLE ROBERT C.  
FRACCHIA

*Defendant*

JONES DAY

Date 8/4/17

By:   
Name: Nathaniel P. Garrett  
(AS TO FORM)

*Counsel for Defendant*