EXHIBIT "A"

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

RUSSELL MATHIS, ET AL.,

Plaintiffs,

v.

COUNTY OF SISKIYOU, ET AL.,

Defendants.

Case No. 2:22-cv-01378-KJM-AC

PARTIAL SETTLEMENT AGREEMENT AND COURT ORDER REGARDING TRAFFIC STOP AND LIENS ORDINANCE CLAIMS

This Partial Settlement Agreement is made and entered into by and between Mai Nou Vang, Russell Mathis, Jordan Chong Moua, and Ying Susanna Va ("Plaintiffs"), and Siskiyou County and Sheriff Jeremiah LaRue, ("Defendants" or "County") (together, "Parties") and is approved and entered as a Court Order ("Agreement and Order").

RECITALS

A. In 2020 and 2021, Siskiyou County passed three ordinances relating to water usage: a water nuisance ordinance (Urgency Ordinance 20-13 and later Ordinance 20-15, codified at Siskiyou Cnty. Code §§ 3-13.701-3-13.703), a water extraction ordinance (Urgency Ordinance 21-07 and later Ordinance 21-13, formerly codified at Siskiyou County Code § 3.5-13.101 et seq.), and a water truck ordinance (Urgency Ordinance 21-08 and later Ordinance 21-14, formerly codified at Siskiyou County Code § 3-4.1501 et seq.) (collectively, "Water Ordinances").

B. In 2020, the Board of Supervisors also adopted Ordinance No. 20-11 amending the Siskiyou County Code section 10-14.100 to increase the fines associated with cannabis cultivation. Ordinance No. 20-11 also permitted the County to issue real property liens to recover fines or penalties issued for violations under the same section. This added to the County's existing code section 1-5.13 (collectively, the "Lien Ordinances"). The property liens issued under these sections required approval by the Board of Supervisors at a public hearing. The last time the Board of Supervisors authorized new liens under section 10-14.100 was November 2, 2021.

C. On June 4, 2021, several Asian-American plaintiffs (the "**Lo Plaintiffs**") filed a lawsuit against the Defendants alleging, amongst other things, racial discrimination stemming from traffic stops and the Water Ordinances. *See Lo et al. v. County of Siskiyou et al.*, No 2:21-cv-00999- KJM-AC (E.D. Cal.). Defendants denied the factual and legal claims Lo Plaintiffs alleged in their complaint and contended that the three ordinances were enacted

and enforced to address widespread illegal cannabis cultivation and its effects on the health, safety and welfare of Siskiyou County's citizenry.

D. On June 4, 2021, the Lo Plaintiffs filed a Preliminary Injunction Motion. Lo Dkt. No. 4. The American Civil Liberties Union of Northern California ("ACLU") and Asian Law Caucus, Plaintiffs' counsel here, filed an amicus brief in support of the Lo Plaintiffs' motion for a Preliminary Injunction. Lo Dkt. No. 42.

E. On September 3, 2021, the Court ordered a preliminary injunction against the Defendants, enjoining the water truck and water extraction ordinances and denied a preliminary injunction as to the water nuisance ordinance. Lo Dkt. No. 47.

F. On February 18, 2022, Siskiyou County moved to dissolve the preliminary injunction. Lo Dkt. No. 57. The ACLU and Asian Law Caucus, as amici, opposed dissolution. Lo Dkt. No. 60. On May 5, 2022, the Court denied Defendants' motion to dissolve the preliminary injunction. Lo Dkt. No. 78.

G. On August 3, 2022, Plaintiffs filed their Complaint in the action entitled *Chang v. Siskiyou County, et. al*, Case No. 2:22-cv-01378-KJM-AC, in the United States District Court for the Eastern District of California ("Action"), Dkt. No. 1, alleging that Defendants, amongst other things, discriminated against Asian Americans by engaging in unlawful and racially targeted traffic stops, imposing unlawful property liens to collect unpaid cannabis-related fines, and targeting Asian-Americans in the passage of the Water Ordinances. Defendants deny the factual and legal claims Plaintiffs allege in this Action.

H. On September 16, 2022, the Court ordered that the *Lo* matter and this Action are related.

I. Beginning in November 2022, all Parties, including the Lo Plaintiffs, began engaging in good faith attempts to explore the possibility of a global settlement.

J. On May 11, 2023, the Lo Plaintiffs reached settlement with the Defendants. Lo Dkt. No. 105.

K. On August 1, 2023, Defendant Siskiyou County repealed the water truck and water extraction ordinances and amended the water nuisance ordinance to add a *mens rea* requirement consistent with the terms of the settlement with the Lo Plaintiffs.

L. The *Lo* matter was dismissed on September 12, 2023. Lo Dkt. No. 108.

M. On December 5, 2023, Defendant Siskiyou County repealed the Lien Ordinances.

N. On January 16, 2024, Defendant Siskiyou County, acting through its Board of Supervisors, directed the Clerk of the Board and Community Development Director to file Notices of Rescission of Lien for properties subject to lien for unpaid administrative fines and to recover unpaid administrative fines through other mechanisms available at law. Thereafter, the Notices of Recession were recorded with the County Assessor-Recorder.

O. On January 30, 2024, Defendants filed a Motion to Dismiss the Complaint. Action, Dkt. No. 46.

P. On February 20, 2024, Plaintiffs filed the First Amended Complaint. Action, Dkt. No. 47.

Q. On March 5, 2024, Defendants filed a Motion to Dismiss Plaintiffs' First Amended Complaint. Action, Dkt. No. 52.

R. On August 8, 2024, Plaintiffs filed a motion for leave to file a supplemental complaint (Supplemental Complaint). Action, Dkt. No. 82. The Supplemental Complaint alleged the County employed zoning ordinances in a racially discriminatory manner and put Plaintiffs in danger by depriving them of water needed for cooking, drinking, bathing and other uses. Defendants deny the factual and legal claims Plaintiffs allege in the supplemental complaint.

S. On August 8, 2024, Plaintiffs also filed a motion for preliminary injunction to enjoin enforcement of the County's zoning code as described in the Supplemental Complaint and a motion for provisional class certification. Action, Dkt. Nos. 83 & 84.

T. On August 21, 2024, the Court issued an Order denying Defendant's Motion to Dismiss

Plaintiffs' First Amended Complaint. Action, Dkt. No. 85.

U. On October 25, 2024, the Court issued an Order 1) granting Plaintiffs leave to file the supplemental complaint, 2) denying (without prejudice) Plaintiff's motion for provisional class certification, and 3) granting, in part, Plaintiffs' motion for a preliminary injunction. Action, Dkt. No. 100.

V. On December 18, 2024, the Court issued an order defining the scope of the preliminary injunction and requiring Plaintiffs to post security under Federal Rule of Civil Procedure 65(c). Action, Dkt. No. 116. Pursuant to the Court's order, Defendants were enjoined from enforcing Title 10, Chapter 6 of the Siskiyou County Code and any other law or regulation to prevent the transfer of water for Court defined necessities to residents of parcels in the Mount Shasta Vista Subdivision that lack a residential well or a municipal water source.

W. On December 26, 2024, Plaintiffs filed a motion to modify the Court's order regarding posting security in the amount of $56,300 by January 1, 2025. Action, Dkt. No. 118.

X. On January 28, 2025, the Court issued an order denying Plaintiffs' motion to modify and ordered the parties to show cause why the scope of the preliminary injunction should not be reduced to the parcels of plaintiffs Russell Mathis and Mai Nou Vang only. Action, Dkt. No. 130.

Y. On February 18, 2025, the Court discharged its order to show cause, denied the motion to modify, and ordered Plaintiffs to post security under Federal Rule of Civil Procedure 65(c) by way of bond or cash in the amount of $56,300. Action, Dkt. No. 136. Plaintiffs thereafter posted security.

Z. On February 27, 2025, Plaintiffs and Defendants stipulated for the voluntary dismissal of Plaintiff Ger Chong Ze Chang, and thereafter the claims of Chang were dismissed without prejudice, with each party bearing his/its own fees and costs as to the claims of Chang. Action, Dkt. Nos. 138-139.

AA. On February 28, 2025, Plaintiffs filed the Second Amended Complaint, which among other things added Plaintiff Moua as a Plaintiff to this Action, and on March 14, 2025, Defendants filed an Answer to the Second Amended Complaint. Action, Dkt. Nos. 140-141. The Second Amended Complaint and the Answer to same are the operative pleadings in this Action.

BB. The Parties, through their counsel, have conferred in good faith and have negotiated the terms of this Partial Settlement Agreement to avoid the expense of continued litigation and for the benefit of Asian Americans in Siskiyou County.

TERMS OF PARTIAL SETTLEMENT AGREEMENT AND COURT ORDER

NOW, THEREFORE, in consideration for the mutual promises, covenants, and conditions contained herein, the Parties hereby agree and the Court SO ORDERS and APPROVES as follows:

1. Jurisdiction

This Court has jurisdiction over the allegations and subject matter of the Second Amended Complaint and has jurisdiction to approve, adopt by Court Order, and enforce the terms of this Partial Settlement Agreement. This Partial Settlement Agreement and Order shall fully and finally adjudicate the second, third, fourth, fifth, tenth, and eleventh claims, as well as the first and twelfth claims only insofar as they pertain to Plaintiffs Moua, Vang, and Va.

This Partial Settlement Agreement and Order shall have no impact on the claims in the operative Second Amended Complaint related to the enactment and enforcement of the Water Ordinances, and the enforcement of the Zoning Ordinance. Specifically, the Parties expressly agree that this Partial Settlement Agreement does not relate to, and shall not affect, Plaintiffs' prosecution of, or Defendants' defense of, the sixth, seventh, eighth, ninth, twelfth (water claims only), thirteenth, fourteenth, fifteenth, sixteenth, and seventeenth claim for relief, as well as the first claim for relief as it relates to Plaintiff Mathis, in the Second Amended Complaint (hereafter "Remaining Claims").

2. Effective Date and Duration

The Parties agree to abide by the Partial Settlement Agreement upon all Parties having signed it and the Court having approved the settlement ("Effective Date"). Unless otherwise ordered or provided, the obligations incurred under this Partial Settlement Agreement and Order will extend and the Court shall retain jurisdiction to ensure compliance with the terms of the Partial Settlement Agreement and Order for four years after the appointment of an external auditor pursuant to section 5(a). This is without prejudice for the Defendants to seek early termination of external auditing requirements or Plaintiffs to seek extension based on noncompliance in accordance with the procedures outlined in sections 5(a) and 8 of the Agreement and Order.

3. Traffic Stop Policy

The Siskiyou County Sheriff shall adopt for his department, no more than 30 days following the Effective Date, the Traffic Stop Policy attached herein as Addendum 1 and incorporated into this Agreement and Order. The Traffic Stop Policy shall be binding and followed by the Sheriff and his department, including all personnel, and shall remain in place for the duration of this Settlement Agreement. The Sheriff's Department shall have three months from the Effective Date of this Partial Settlement Agreement to complete training for its officers on the Traffic Stop Policy.

4. Property Liens and Individual Relief

Defendants have dissolved and rescinded all liens previously imposed under the Liens Ordinances and have sent Plaintiffs documentation of same. For the duration of this Agreement, Defendants agree not to unlawfully impose real property liens for unpaid administrative fines and penalties outside of the judicial process, unless state law is amended to authorize such action.

The debts incurred by Plaintiffs Mai Nou Vang and Ying Susanna Va, which formed the basis for the liens in this case, will be forgiven. Plaintiff Jordan Moua shall receive a payment of

two-thousand dollars ($2,000) to be paid to his legal counsel for disbursement within 30 days of the Effective Date. Defendants shall send to Plaintiffs documentation of their compliance with this paragraph within 45 days of the Effective Date.

5. External Auditor / Monitoring

An external auditor shall be appointed to ensure proper implementation and compliance with the Traffic Stop Policy adopted pursuant to section 3 of this Partial Settlement Agreement. The external auditor shall not be appointed until such time as all the Remaining Claims in the Second Amended Complaint are resolved via a subsequent settlement agreement between the Parties, or are adjudicated by a District Court judgment.

a. **Duration and Enforcement**

Unless otherwise ordered or provided, external auditing will occur for a period of four (4) years from the date an auditor is appointed. However, if the County achieves and maintains substantial compliance with the Traffic Stop Policy for two (2) consecutive years following appointment of the external auditor, it may seek early termination of external auditing requirements of this section on these grounds.

If the external auditor concludes that the County has been in "substantial compliance" with the Traffic Stop Policy for two (2) consecutive years, the Parties may seek a stipulated order terminating the external auditing requirements. If the Parties disagree as to whether the County has been in substantial compliance for two years, the County may file a motion to terminate the external auditing requirements. Plaintiffs' counsel will have the right to file a written response within 60 days of receiving the motion for early termination. The Parties agree to jointly seek a hearing on the motion, and the burden will be on the moving party to demonstrate by a preponderance of the evidence that the County is in substantial compliance with the Traffic Stop Policy and has maintained such compliance for at least two years. In the event that the external auditing program is terminated due to substantial compliance with the Traffic Stop Policy, the County may implement a similar auditing program at the local level.

"Substantial Compliance" shall mean: adherence to the requirements of the Traffic Stop Policy adopted pursuant to this Agreement and Order and any remedial orders entered by the Court in the event of future non-compliance, in all material respects, recognizing that 100% compliance of the Traffic Stop Policy is not required. Non-systemic deviations from the requirements of the Traffic Stop Policy shall not prevent a finding of substantial compliance, provided that the Defendants demonstrate that they have:

(i) implemented a system for tracking compliance, as recommended by the external auditor, where appropriate and practical, and for taking corrective measures in accordance with the Traffic Stop Policy in response to instances of non-compliance, and

(ii) implemented policies, procedures, and practices, as recommended by the external auditor, that are capable of achieving durable and sustained compliance.

Substantial compliance shall be assessed by the auditor in the first instance and shall govern all requirements for the agreement.

If during the term of the monitoring period Plaintiffs' counsel determines that the Defendants are not in compliance with the Traffic Stop Policy, they may document such non-compliance by notifying each of the External Auditor, the Sheriff's Office, and County Counsel of the alleged non-compliance. Any notification of alleged non-compliance will be in writing and will identify the specific act(s) of alleged non-compliance and the factual basis for any alleged non-compliance. Such notification will occur at no more than a bimonthly (*i.e.,* every two month) frequency, unless Plaintiffs' counsel identifies in writing exceptional circumstances requiring earlier action to be taken.

If notified of alleged non-compliance with the Traffic Stop Policy, the auditor must examine and make an initial determination of whether there has been actionable non-compliance within 45 days of notification, unless the Parties agree to extend this timeline. "Actionable non-compliance" is defined as any non-compliance that that the auditor deems could prevent a finding of Substantial Compliance.

If the external auditor is in agreement that there has been actionable non-compliance, or finds that Defendants are not in Substantial Compliance in the bi-annual report discussed in section 5(c), the external auditor will propose any corrective action that must be taken in order to correct the non-compliance.

If the Parties agree with the external auditor's findings and proposed corrective action, they will seek a stipulated court order adopting the proposed corrective action. If either Party disagrees with the auditor's determination regarding Substantial Compliance, actionable non-compliance, or the proposed corrective action, the Parties will first attempt to resolve any dispute informally by notification and conferral. If the Parties are unable to agree on a resolution of the dispute within 90 days of notification of the alleged non-compliance, the Party alleging non-compliance may, without further notice to the other, file a motion seeking judicial review and enforcement of the Settlement Agreement and Court Order pursuant to section 8 of this Agreement and Order. The other Party will have the right to file a written response, and the Parties agree to jointly seek a hearing on the motion unless they stipulate that the matter may be submitted on the filings.

b. Identification of an Auditor and Costs

(i) Initial selection*:*

The Parties will endeavor to jointly select an external and independent auditor. Potential auditors will be identified subject to cost restraints imposed by agreement of the Parties, and each Party shall provide curriculum vitae and cost estimates for any candidates they propose to the opposing Party. This exchange shall occur within 90 days of the settlement or adjudication of all Remaining Claims, absent an agreement between the Parties in writing extending this time period.

In the event that the Parties are unable to reach an agreement regarding selection of the auditor, each Party will submit the names of up to two candidates or candidate teams, along with

resumes and cost proposals, to the Court, and the Court will select and appoint the auditor from among the qualified candidates/candidate teams.

(ii) Replacement

In the event that the auditor is no longer able to perform its functions, is removed, or is not extended by agreement of the parties, within 60 days thereof, the Parties will select and advise the Court of the selection of a replacement auditor, acceptable to both. If the Parties are unable to agree on an auditor or an alternative method of selection within 90 days of the auditor's incapacitation, each Party will submit the names of up to two candidates, or two teams of candidates, along with resumes and cost proposals, to the Court, and the Court will select and appoint the auditor from among the qualified candidates/candidate teams. The presumptive four (4) year period of external auditing will be tolled for the period required to appoint a new auditor.

(iii) Costs

The Defendants shall bear the cost of the external auditor. Such costs are not to exceed one-hundred and fifty thousand dollars ($150,000) per year. Following appointment of the auditor, the Parties and auditor will confer and reach agreement regarding the method and frequency of billing and payment for services performed under this Agreement and Order. Any disputes regarding payment may be resolved by the Court.

c. Duties and Scope

The auditor shall be responsible for monitoring the Defendants' compliance with terms of the Traffic Stop Policy and will prepare and file public reports with the Court on a semi-annual basis. The auditor will be an agent of the Court and shall not be retained by any current or future litigant or claimant in a claim or suit against the County or its officers. The auditor may testify in court regarding any matter relating to the implementation, enforcement, or dissolution of this Agreement and Order.

(i) Provision of Records:

All policies, training materials, and records relevant to determining compliance with the terms of the Traffic Stop Policy will be made available and provided to the auditor no less frequently than every two months. In the case of extenuating circumstances, however, the County may request an extension of time of up to a maximum of 30 days to provide the documents required to be produced. Such requests will be made to the auditor, copying Plaintiffs' counsel. Although the expectation is that the required documents will be produced no less frequently than every two months, requests for extensions of up to two weeks will be routinely granted as needed unless there is cause for denial. For purposes of this Partial Settlement Agreement, cause for denial would include intentional actions to hinder or obstruct the auditor or Plaintiffs from performing their auditing and review functions pursuant to this Partial Settlement Agreement. Requests of between 14 days and 30 days will be accompanied with a statement of the reason for the request and will not be unreasonably withheld. Notwithstanding anything else in this paragraph, if Plaintiffs assert that extensions of time are hindering the auditor or Plaintiffs from performing their auditing and review functions pursuant to this Partial Settlement Agreement, the Parties and auditor, if applicable, will meet and confer to attempt to resolve the issue informally. If no agreement is reached within 21 days of the request, the Parties agree to jointly seek an informal telephonic conference with the Court. If no informal conference is available, a Party seeking to enforce the Agreement and Order may file a motion for enforcement pursuant to section 8. If the auditor deems it necessary due to delays in production of documents, the time for producing the bi-annual report will be tolled for a period commensurate with the delay in production.

The auditor may make a request of the Sheriff's Department for specific records if they believe that additional, relevant materials have not been provided, and these materials will be provided within 30 days unless there is a dispute as to whether the requested records are relevant and disclosable. In the case of a dispute regarding whether records should be disclosed, the parties will meet and confer with the auditor to attempt to resolve the issue informally. If no

agreement is reached within 21 days of the request, the Parties agree to jointly seek an informal telephonic conference with the Court. If no informal conference is available, a Party seeking to enforce the Agreement and Order may file a motion for enforcement pursuant to section 8.

Plaintiffs' counsel will be entitled to the same records as the auditor, which will be subject to the terms of the Parties' existing stipulation and protective order (Dkt. Nos. 106 and 107) ("Protective Order"). By this Agreement and Order the Parties expressly agree that the auditor, once hired, will be deemed an additional person authorized to review Protected Materials designated by the County as "Confidential" or "Outside Counsels' Eyes Only Information" pursuant to Paragraph 6 of the Protective Order, as will any other member of the auditing team. Protected Materials may be used to monitor and assess whether Defendants are complying with the terms of this Agreement and to seek enforcement of this Agreement, if needed. Records to be provided include:

1. All new policies, notices and guidance/training materials relating to traffic enforcement and policies implemented pursuant to the Agreement and Order;
2. All vehicle stop related CAD reports;
3. Full RIPA stop data reports;
4. Body camera footage for all vehicle stops;
5. Dash camera footage for vehicle stops, if the Department vehicle was equipped with a dash camera device at the time of the stop;
6. Consent search documentation;
7. Summaries, anonymized as to complainant and subject identities, that are sufficient to document the Sheriff's Office's decision about whether to investigate and/or impose discipline for a public complaint related to traffic stops or alleged non-compliance with the Traffic Stop Policy adopted pursuant to this Agreement and Order, and the type of action taken. For the avoidance of doubt, this provision

applies to any internal findings or corrective action taken by the Department with respect to the Traffic Stop Policy

(ii) Duties and Responsibilities

Within 90 days of assuming the duty of auditor, the auditor will develop a plan for conducting reviews of the Sheriff's Office's implementation of the terms of the Traffic Stop Policy. The auditor will submit this plan to the Parties for review and comment. The plan will include proposed methodologies for conducting reviews for compliance with the Traffic Stop Policy.

The auditor may maintain regular contact with the Parties between reporting periods to ensure effective and timely communication regarding the status of the Sheriff's Office's implementation of and compliance with this Traffic Stop Policy. The auditor may also make recommendations to the Parties regarding measures necessary to ensure timely, full, and effective implementation of this Traffic Stop Policy and its underlying objectives.

Once per reporting period, the auditor will conduct a community engagement or listening session intended to permit community feedback regarding implementation of the Traffic Stop Policy and community members' experiences of interactions during traffic stops. If the auditor receives specific complaints from members of the public regarding compliance with the Traffic Stop Policy during these sessions, the auditor may: 1. forward such information or complaints to the Sheriff's Office for follow up, if the complainant consents to such disclosure; 2. forward such information or complaints to Plaintiffs' counsel, if the complainant consents to such disclosure; or 3. investigate matters raised by the complaint, if the complainant alleges credible allegations relevant to determining substantial compliance with the Traffic Stop Policy. If a complaint is forwarded to the Sheriff's Office, the Sheriff's Office shall inform the auditor of any resulting findings made public pursuant to Penal Code section 832.7(b). Otherwise, any resulting findings and actions taken will be incorporated into the summaries described in section 5(c)(i)(7).

On a bi-annual basis (the "Reporting Period"), the auditor will prepare a written report detailing the level of compliance achieved and include an assessment of whether the Sheriff's Office is in Substantial Compliance with the Agreement and Order. The report shall be made available to the Parties in draft form at least 30 days prior to finalization of the report, to allow the Parties to comment on the report. The report should include:

1. A description of the work performed by the auditor during the reporting period;
2. Methodology and findings for each compliance review conducted. This will include, at minimum, review of written stop records and **a randomized sample** of body camera and/or dash camera footage, for the purpose of assessing the Sheriff's Office's compliance with the policies adopted pursuant to this Agreement and Order. The external auditor will determine the appropriate methodology to be used, including determining the appropriate randomized sample to be reviewed. Nothing in this section will be construed as preventing the auditor from making use of machine learning and/or digital tools for semi-automated review.
3. Summary and findings for any public complaints received regarding specific traffic stops or officers' conduct during such stops.
4. The report shall include a demographic breakdown of traffic stops by race and ethnicity.
5. The auditor's overall assessment of Sheriff's Office's progress in implementing the Agreement and Order, as well as specific findings regarding whether the Sheriff's Office is in Substantial Compliance with the Agreement and Order.
6. The auditor's recommendations regarding necessary steps to achieve or maintain Substantial Compliance.

The auditor's report may be filed on the public docket as necessary for any enforcement motions, and may also be provided to members of the public. If the report cites materials

provided pursuant to a protective order, it may be released to the public provided that it has been redacted to preserve the anonymity of third-parties and to remove the information subject to redaction under Local Rule 140.

If the auditor finds evidence of non-compliance with the policies that did not result in any internal Sheriff's Office investigation, the auditor shall provide the Sheriff's Office and Parties with notice of all such violations identified during the auditing process.

6. Retention and Access to Records

For the duration of this Settlement Agreement and Order, Defendants shall retain, and shall instruct their employees, contractors, and other agents, including members of the Sheriff's Office, to preserve, all non-identical copies of records and other communications (including electronically stored information) in their possession or control, that relate to Defendants' performance of obligations under this Settlement Agreement. This includes records required to be produced or made available under section 5(c) of this Agreement and Order.

Until such time as an external auditor is appointed pursuant to section 5 of this Agreement and Court Order, Plaintiffs' counsel will receive the documents enumerated in section 5(c) every two months. Once an external auditor is appointed, such records will be provided to Plaintiffs' counsel at the same frequency as the auditor, pursuant to section 5(c). With respect to records not specifically enumerated in section 5(c), Plaintiffs may request documents or records required to be maintained under this Paragraph, provided that such requests do not occur at a greater frequency than every two months absent extraordinary circumstances. Defendants shall provide copies of any documents or records required to be maintained under this Paragraph within a reasonable time not to exceed 30 days from the request, although such records may be provided pursuant to a protective order to the extent necessary to comply with other legal obligations. The Parties agree that the provision of records pursuant to this section shall not be considered to be a request pursuant to the California Public Records Act (Govt. Code section 7920.000, et seq.) for purposes including but not limited to the time limits

for responding and the independent basis for requesting attorneys' fees for failing to comply with the California Public Records Act. Plaintiffs agree that records covered by this Partial Settlement Agreement and intended for purposes of monitoring or compliance of the Partial Settlement Agreement will be requested solely pursuant to the terms and conditions of this Partial Settlement Agreement. To the extent that records are withheld on a claim of attorney-client privilege or on another state law basis, such objection will be identified in writing to all Parties.

The pending Public Records Act requests submitted by the ACLU of Northern California and Asian Law Caucus on October 11, 2021, May 31, 2022, August 12, 2022, December 7, 2022, May 10, 2023, May 16, 2023, and July 19, 2023, are hereby withdrawn.

7. Dispute Resolution

It is the intent of the Parties that any disputes concerning the interpretation or implementation of this Partial Settlement Agreement and Court Order be solved as swiftly and inexpensively as possible, initially through communication among counsel for the Parties, and, in the event such communication does not result in resolution, submission of the dispute for prompt adjudication by the Court. Aside from disputes arising from compliance with the Traffic Stop Policy following the appointment of the external auditor, which has specific protocols as outlined in section 5, this dispute resolution controls. For the avoidance of doubt, this section controls any dispute regarding compliance with the Traffic Stop Policy before an external auditor is appointed pursuant to section 5, and during any period where the auditor is incapacitated pending appointment of a replacement.

If any Party believes that another Party is in violation of this Partial Settlement Agreement and Order (a "Dispute"), counsel of record for that Party shall promptly provide a written Notice of Dispute to counsel of record for the other Party, setting forth the Dispute in reasonable detail. Counsel for the other Party shall be required to respond to the Notice of Dispute within ten business days. If the Parties are unable to resolve the Dispute through informal meet and confer efforts within ten business days following the response to the Notice of

Dispute, the Party that served the Notice of Dispute may petition the Court for resolution of the Dispute, according to such procedures as the Court may direct.

8. Continued Jurisdiction, Referral, and Enforcement

The Court will retain jurisdiction over all disputes between and among the Parties arising out of this Partial Settlement Agreement and Court Order.

The Court shall have the power to enforce the terms of this Partial Settlement Agreement through any remedy permitted by law or equity, including contempt or extension of the term of the Partial Settlement Agreement and Court's jurisdiction. Other sanctions short of contempt may include, but are not limited to, additional oversight, further restrictions on agency activities, or additional training or reporting requirements. Attorneys' fees are covered by separate provisions of this Partial Settlement Agreement, labeled "Monitoring Fees and Costs" (section 16), and "Attorneys' Fees and Costs for Completed Litigation of Traffic and Lien Claims" (section 17).

Any motion or action to enforce this Partial Settlement Agreement and Court Order will be brought within one year of the occurrence of any alleged non-compliance, and it shall be the movant's burden to prove a violation of the Partial Settlement Agreement and Order by a preponderance of the evidence.

With agreement of the Parties, the matter is referred to Magistrate Judge Allison Claire, including for all disputes arising out of this Partial Settlement Agreement and Order.

9. Authorization

Each individual or entity that executes this Partial Settlement Agreement represents and warrants, in their personal capacity, that they are duly authorized and empowered to enter into this Agreement on behalf of themselves or the Party they purport to represent.

10. Integration

This Partial Settlement Agreement embodies the entire understanding and agreement between the Parties with respect to the matters referred to herein. It supersedes any and all other

agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to the same. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or to bind any of the Parties. Each of the Parties acknowledges that they have not executed this Agreement in reliance on any such promise, representation, or warranty.

11. Modification

This Partial Settlement Agreement may not be modified except by a writing executed by each Party and the Court.

12. Counterparts

This Partial Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures in PDF format transmitted by email shall be deemed originals.

13. Notices

Unless otherwise specified, any notices provided by this Agreement shall be sent to the following addresses by certified mail, return receipt requested unless otherwise designated in writing by the party to receive the notice or request.

(a) If to Plaintiffs:

ACLU of Northern California

ATTN: Emi Young and Avram Frey

39 Drumm Street

San Francisco, CA 94111

(b) If to Defendants:

Best Best & Krieger LLP

Attn: Christopher Pisano and Elise Rice

500 Capitol Mall, Ste. 2500

Sacramento, CA 95814

As of the Effective Date of this Partial Settlement Agreement, the Parties stipulate that notice may be provided via email to the following individuals at the following email addresses:

(a) If to Plaintiffs:

Emi Young <Emi.Young@aclunc.org>

Avram Frey <AFrey@aclunc.org>

Megan Vees <meganv@asianlawcaucus.org>

Stanley Young <syoung@cov.com>

(b) If to Defendants:

Natalie Reed, Siskiyou County Counsel <nreed@co.siskiyou.ca.us>

Christopher Pisano <Christopher.Pisano@bbklaw.com>

Elise Rice <Elise.Rice@bbklaw.com>

James Ross <jross@publiclawgroup.com>

Plaintiffs or Defendants may withdraw their consent to notice via email at any time. Further, Plaintiffs or Defendants may modify the location, individuals, or email addresses of the individuals identified in this section by providing notice to the other Party and without a modification of this Partial Settlement Agreement.

14. Attachments

The Traffic Stop Policy is attached and part of this Partial Settlement Agreement and Order.

15. Compliance with Law

The Parties acknowledge that the subjects covered by this Partial Settlement Agreement and Court Order may be impacted by legislative or regulatory changes or judicial decisions. Nothing in this Partial Settlement Agreement and Court Order shall be construed to require Defendants to violate an applicable law or to take action that contravenes any such change in the

law. Moreover, nothing in this Partial Settlement Agreement and Court Order shall be construed to restrict Defendants from changing any of their policies as required by any such legislative or regulatory changes or judicial decisions. Defendants may change any of their policies as permitted by any future binding judicial decisions, or any legislative or regulatory change, provided such change does not conflict with or violate any other terms of this Partial Settlement Agreement, including the Traffic Stop Policy adopted pursuant to Section 3.

16. **Monitoring Fees and Costs**

The Parties acknowledge that Plaintiffs' counsel will incur attorneys' fees and costs for monitoring this agreement during the term of this Partial Settlement Agreement and Court Order, including prior to appointment of an independent external auditor, and may incur fees and costs for bringing any necessary enforcement actions pursuant to section 8.

The parties agree that at any point during the term of this Partial Settlement Agreement and Court Order, if Plaintiffs' counsel brings and prevails on a motion to enforce brought pursuant to section 8, Plaintiffs' counsel may file a motion for attorneys' fees and costs and the District Court shall award all reasonable and necessary attorneys' fees and costs in accordance with applicable law, provided that such award does not exceed $40,000, for any individual motion to enforce.

The parties further agree that prior to appointment of the External Auditor, but after the Court's entry of this Partial Settlement Agreement as a Court Order, Plaintiffs' counsel shall submit on an annual basis an application for attorneys' fees and costs to Defendants to cover their reasonable fees and costs spent monitoring the Partial Settlement Agreement and Court Order, provided, however, that Plaintiffs' counsel will not bill for more than two attorneys and one investigator on any matter and that their blended hourly rate shall not exceed $400 per hour. The Parties further agree that Plaintiffs' recovery for reasonable attorneys' fees and costs for monitoring shall be capped at $50,000 per year. Payment will be made within 120 days from receipt of the application, unless there is a dispute requiring Court intervention as discussed later

in this section. Monitoring fees and costs are distinct from any fees and costs incurred for a motion to enforce, and each is subject to a separate and independent cap under this Agreement.

The parties further agree that upon the commencement of External Auditing, Plaintiffs' counsel shall submit, on a semi-annual basis, applications for attorneys' fees and costs to Defendants to cover their reasonable fees and costs spent monitoring the Partial Settlement Agreement and Court Order during the term of external auditing, provided, however, that Plaintiffs' counsel will not bill for more than two attorneys and one investigator on any matter and that their blended hourly rate shall not exceed $400 per hour. The Parties further agree that Defendants' total financial liability for External Auditing and monitoring by Plaintiffs' counsel shall not exceed $150,000 per year. Plaintiffs' counsel's recovery of reasonable attorneys' fees and costs for monitoring is accordingly limited to the difference between $150,000 and the auditor's costs and fees for that year. Defendants may defer any payment until 90 days after the total auditor's costs and fees have been calculated for that year.

In the event there is a dispute regarding the applications for attorneys' fees, the Parties will negotiate in good faith to attempt to resolve the issue. Time spent on these applications will also be recoverable. In the event that the parties are unable to agree on the issue, Plaintiffs' counsel may bring an action before the District Court through a motion for attorneys' fees and costs and the District Court shall award all reasonable and necessary attorneys' fees and costs incurred by Class Counsel in accordance with applicable law.

17. <u>Attorneys' Fees and Costs for Completed Litigation of Traffic and Lien Claims</u>

The Parties agree that Defendants shall pay Plaintiffs' counsel the total sum of $ 350,000 in attorneys' fees and costs associated with Plaintiffs' counsel's prosecution of this Action, except for the Remaining Claims. The payment of attorneys' fees and costs pursuant this section is intended to cover all recoverable attorneys' fees and costs pursuant to 42 U.S.C. section 1988, California Code of Civil Procedure section 1021.5, or any other applicable provision of law, except for attorneys' fees and costs incurred in prosecuting the Remaining Claims. Defendants

shall provide Plaintiffs' counsel this amount within 120 days of the Effective Date.

IN WITNESS WHEREOF, the Parties hereby enter into this Partial Settlement Agreement.

Plaintiffs

Date: _____ _____

Mai Nou Vang

Date: _____ _____

Ying Susanna Va

Date: _____ _____

Jordan Moua

Date: _____ _____

Russell Mathis

Defendants

Date: _____

Siskiyou County

_____

Angela Davis (CAO) on behalf of the County of Siskiyou pursuant to authorization by the Siskiyou County Board of Supervisors

Sheriff Jeremiah LaRue, in his official capacity

_____

IT IS SO ORDERED.

DATED: December 23, 2025.

UNITED STATES DISTRICT JUDGE

240. 06 POLICY- TRAFFIC STOP POLICY

PREAMBLE. The Siskiyou County Sheriff's Department is committed to providing competent, effective, and responsive public safety services to Siskiyou County citizens and visitors; recognizing the responsibility to maintain order while affording dignity and respect to all persons. In initiating a "stop" or conducting a detention as authorized under the law, the Department seeks to balance the role of law enforcement in the prevention of crime with maintaining the community's trust that the deputy's actions are fair and without bias. Conducting a vehicle stop and/or detention can promote public safety and the protection of the public from serious and sometimes violent crime. However, the Department recognizes that such stops can also subject motorists to inconvenience, confusion, and anxiety, and could result in a strained relationship between law enforcement and the community because some members of the community may perceive such stops as being biased, racially motivated, or unfair.

To maintain public trust, the use of pretextual stops as a crime reduction strategy must be measured, in furtherance of achieving the necessary balance between the perception of fairness and identifying those engaged in serious criminal conduct.

Pretext Stops Defined. A pretextual or pretext stop is one where officers use reasonable suspicion or probable cause of a minor traffic or code violation as a pretext to investigate another, more serious crime that is unrelated to that violation. A pretext or pretextual stop is not per se improper or unlawful.

Policy.

Racially Motivated Conduct Prohibited. Deputies shall not use race, color, ethnicity, or national origin in conducting traffic stops or detentions, or activities following traffic stops or detentions, except when lawfully engaging in appropriate suspect-specific activity to identify a particular person or group. Law enforcement personnel shall perform all duties impartially, without favor or affection or ill will and without regard to status, sex, race, religion, political belief or aspiration. All citizens will be treated equally with courtesy, consideration and dignity. When officers are seeking one or more specific persons who have been identified or described in part by their race, color, ethnicity, or national origin, they may rely in part on race, color, ethnicity, or national origin only in combination with other appropriate identifying factors and may not give race, color, ethnicity, or national origin undue weight.

Use of Traffic Stops - General. Traffic stops made for the purpose of enforcing the Vehicle Code or other codes are intended to protect public safety.

Note: Deputies should activate body-worn cameras (BWC) on all traffic stops, citations and warnings. Deputies should not turn the BWC on and off during a single incident as it will create an incomplete or edited recording of the incident, except as stated otherwise in this policy. As a general rule, BWC should be turned on and left on from the start of an event or contact until its conclusion. Turning BWC off during a detention is permissible only in the following circumstances:

- Where a person verbally or in any manner unequivocally refuses to provide a statement if recorded with the BWC or requests confidentiality and the encounter is a non-confrontational one.
- Where recording is found to be inappropriate because of a victim or witness's age, physical condition, emotional state, or other sensitive circumstances, such condition is not relevant to a criminal investigation, and there is a request by the victim, witness, or minor guardian to stop recording.

- Where recording would risk the safety of a confidential informant, citizen informant, or an undercover officer.
- To avoid recording exposed areas of the body that could cause embarrassment or humiliation unless such condition is relevant to the criminal investigation.
- When deputies are engaged in a private discussion of case tactics and strategies, outside of the immediate presence of a person being detained. In such circumstances, BWC will be reactivated upon re-engaging with the individual(s) being detained or their vehicle.
- During private communications with members of other law enforcement agencies or first responders that occur outside of the immediate presence of a person being detained. In such circumstances, BWC will be reactivated upon re-engaging with the individual(s) being detained or their vehicle.

Body-worn camera equipment is the responsibility of the assigned officer and will be used with reasonable care to ensure proper functioning and reliability. Employees shall inspect their assigned body-worn camera devices daily to ensure there is no visible damage and the device is in working order. Visual damage shall immediately be reported to a supervisor upon discovery. Prior to going into service, the assigned employee shall inspect and test their body-worn camera device to be sure it is in working order. Any malfunction shall be reported to a supervisor upon discovery.

If a body-worn camera malfunctions, the deputy shall promptly inform their supervisor upon learning of the malfunction and obtain a replacement BWV if feasible, to be used for the remainder of the shift.

Traffic Stops — Restricted. Traffic stops shall not be conducted unless deputies are acting upon reasonable suspicion or probable cause a traffic violation or criminal activity has occurred. The decision to conduct a traffic stop shall not be based on a mere hunch or on generalized characteristics such as a person's race, color, ethnicity, national origin, the presence of out-of-state license plates, or the vehicle's presence in a high crime location. Deputies seeking one or more specific persons who have been identified or described in part by one or more of these characteristics may rely on them only in combination with other appropriate identifying factors.

Note: Deputies are to state the reason for all stops, and the citations and warnings resulting from them, during the traffic stop and while the BWC is turned on, and deputies will make reasonable efforts to ensure that the deputy's response to any questions posed by the individual stopped are included. Deputies are also to notify dispatch when making a traffic stop, and should notify the dispatcher or record in the Computer Automated Dispatch (CAD) log when a search is undertaken or a citation is issued.

Note: A deputy's training, experience and expertise may be used in articulating the reasonable suspicion the deputies used to initiate the stop.

Documentation Requirements - General. Deputies shall comply with California Vehicle Code section 2806.5 as it may be amended from time including stating the reason for the stop, except where the deputy reasonably believes that withholding the reason for the stop is necessary to protect life or property from imminent threat, including, but not limited to, cases of terrorism or kidnaping.

Deputies shall comply with California Government Code section 12525.5 as it may be amended from time to time. All Racial and Identity Profiling Act (RIPA) reports will be completed by the end of each shift or as soon as reasonably practicable, and shall accurately reflect the actions taken during the stop.

Deputies, if operating a vehicle equipped with an in-car camera system, shall inspect the in-car

camera system daily to ensure there is no visible damage. Visual damage shall immediately be reported to a supervisor upon discovery.

Deputies are not to use personal video devices for recording.

Deputies shall download to a Department-specified location all video footage of vehicle stops for preservation of the recordings and document the existence of the recording in any related case report. The footage must be downloaded at the end of each shift or as soon as reasonably practicable. All video footage will be maintained in a manner that clearly identifies the associated deputy and date and time of contact.

Duration and Scope of Traffic Stops. Deputies' actions during all traffic stops (e.g., questioning, searches, handcuffing, etc.) will be limited to the original legal basis for the stop, absent the Deputy having reasonable suspicion or probable cause of criminal activity that would justify extending the duration or expanding the scope of the detention.

Deputies will not extend the duration or expand the scope of the detention, including by seeking a consent search, without the Deputy having reasonable suspicion or probable cause (beyond the original legal basis for the stop). Exchanging simple pleasantries not intended for investigative purposes will not be considered an expansion of the scope of the detention requiring additional reasonable suspicion or probable cause.

Deputies are to articulate the basis for reasonable suspicion or probable cause justifying questioning, searches, or other activities unrelated to the original legal basis for the stop on BWC. In the event that a deputy is unable to articulate the basis for a search or expansion of the stop during the encounter due to legitimate law enforcement objectives, such information may be articulated at the end of the encounter on BWC or in the comments field of the associated CAD report for the event.

Conduct During the Stop. Deputies are to ensure their conduct during any traffic stop demonstrates equal treatment for all, fairness, and impartiality. The Siskiyou County Sheriff's Office is committed to ensuring that everyone is treated fairly and with respect irrespective of their race, color, ethnicity, or national origin. Consistent with these values and applicable law, when tactics, operational security, and investigative continuity permit, deputies shall, as early as practicable, provide the detainee(s) with the information that caused deputies to stop them.

Consent Searches. Deputies are to always keep with them, while on a duty, a card or other document containing the following language: "I am asking your permission to search the vehicle. You have the right to say no. No legal consequences will result from saying no. Do I have your permission to search the vehicle?" When seeking consent to search a vehicle, deputies are to read the above language to the person whose consent they are seeking. Deputies will document this exchange on BWC and will include the information in the CAD comments field for the stop.

Language Barrier. Individuals with limited English language proficiency will not be questioned in English for purposes of obtaining consent to search without interpretation into a language in which they are proficient. Deputies will make reasonable attempts to provide access to an interpreter while questioning a person that says they have limited English proficiency, or who the deputy believes based on their observation may have limited English proficiency. Individuals with limited English proficiency will be provided access to free language assistance services in accordance with the County's Limited English Proficiency Policy.

Discipline. Absent a reasonable explanation, a deputy's failure to comply with this policy may

result in progressive discipline in accordance with existing policy. Progressive discipline means disciplinary measures increasing in severity as the number of such sustained violations increases. The type of discipline to be imposed will be determined by the Sheriff in accordance with existing policy.