

SETTLEMENT AND RELEASE OF ALL CLAIMS AGREEMENT

This Settlement and Release of All Claims Agreement (“Agreement”), effective as of November 13, 2020 (the “Effective Date”), is entered into by and between Plaintiffs American Civil Liberties Union of Southern California, First Amendment Coalition, Kilah Oats, Lotisha Davidson, Tanisha Brown, Tameca Spriggs, and Janie Randle (collectively, “Plaintiffs”), on the one hand, and Defendants Tamarah Harber-Pickens (“Harber-Pickens”), in her official capacity as Court Executive Officer / Clerk of the Superior Court of California, County of Kern, and Judith K. Dulcich (“Dulcich”), in her official capacity as Presiding Judge of the Superior Court of California, County of Kern (collectively, Harber-Pickens and Dulcich are referred to as “KCSC”), on the other hand. Plaintiffs and KCSC are referred to herein collectively as the “Parties,” and individually as a “Party.”

RECITALS

1. On June 26, 2020, Plaintiffs filed a lawsuit against KCSC and others, entitled *American Civil Liberties Union of Southern California, et al. v. Harber-Pickens, et al.*, Case No. 20-cv-00889, United States District Court for the Eastern District of California (the “Action”). Plaintiffs alleged in their complaint that KCSC had unlawfully denied access to its facilities as a result of the Covid-19 pandemic without providing “any reasonable alternatives to physical access by the public,” and prayed for injunctive relief to enjoin KCSC from enforcing any order that might result “in a lack of public access to court proceedings, including trials, without providing limited in-person access consistent with social distancing and public health requirements and a viable alternative mechanism for the public to remotely access proceedings that would otherwise be public under the law.” (Dkt. No. 1).

2. KCSC denies all allegations asserted against it in the Action; denies that Plaintiffs, or any of them, have suffered any type of cognizable injury; and denies that Plaintiffs, or any of them, are entitled to any relief of any type whatsoever.

3. On June 29, 2020, Plaintiffs filed an Application for Temporary Restraining Order (“TRO”) against KCSC, alleging that KCSC’s policies and practices are unconstitutional and seeking injunctive relief prohibiting KCSC from continuing to deny public access to the Kern County Superior Court. (Dkt. No. 6). The TRO was denied with respect to KCSC. (Dkt. No. 14).

4. On June 30, 2020, KCSC issued the following written instructions authorizing plaintiffs Kilah Oats, Lotisha Davidson, Tanisha Brown, Tameca Spriggs, and Janie Randle to attend court hearings as follows:

Please grant access to the 1415 Truxtun Avenue Courthouse to the following individuals for the following dates:

Individuals:	Defendant:	Date:	Location:
Tanisha Brown	Avion Hunter	July 17, 2020 9 a.m.	Preliminary Hearing – Dept. 14
Kilah Oats	Trevon Foreman	July 7, 2020 8:30 a.m. Trial likely to be scheduled in second or third week of July 2020	Department 1
Lotisha Davison	Trevon Foreman	July 7, 2020 8:30 a.m.	Department 1
Janie Randle	James Randle	August 21, 2020 8:30 a.m.	Department 1
Tameca Spriggs	Armani Bonner	In Trial	Department 3

Since the dates and times could be rescheduled, these individuals are authorized to attend proceedings on other dates. If you have any questions I can be reached at (661) 868-5391 or (661) 714-3228 (cell). Ms. Kristin Davis, the Court's Public Information Officer, can also be reached at (661) 868-5399 or (661) 808-0679.

This written authorization has not been rescinded by KCSC.

5. On or about September 29, 2020, KCSC adopted and promulgated an updated standing order governing access to KCSC facilities during the Covid-19 pandemic ("Standing Order"). A copy of the Standing Order is appended to this Agreement as Exhibit "A."

a. Among other things, the Standing Order provides that KCSC's Metro Division, Metro Traffic Division, and Delano, Lamont, Mojave, Ridgecrest, and Shafter Multi-Divisional Courthouses shall be open to the public, subject to monitoring by individual judicial officers to ensure proper physical distancing and compliance with other health and safety guidelines and standards.

b. The Standing Order further explains that the Metro Justice Building and Juvenile Justice Center generally have smaller courtrooms, limited lobby space, and narrow hallways which cannot effectively be monitored by individual judicial officers

to ensure proper physical distancing and compliance with other health and safety guidelines and standards. Hence, the Standing Order permits in-person access to these facilities by parties, attorneys, legal staff members, and others who may have a specific interest in proceedings taking place in the facilities.

c. KCSC posted the Standing Order on its website and at all courthouse facilities in Kern County.

6. On or about September 29, 2020, KCSC also published on its website and posted at the entrances of the Metro Justice Building and Juvenile Justice Center separate notices, in both English and Spanish, referred to as "Audio Streaming Info Flyers," that list in bullet-point fashion which members of the public are entitled to enter these two facilities pursuant to the Standing Order.

a. The Audio Streaming Info Flyer for the Metro Justice Building, which is attached to this Agreement as Exhibit "B," provides:

ENTRY TO METRO JUSTICE BUILDING AND PUBLIC ACCESS

Due to COVID-19 and limited space, only the following people will be allowed entry into the Metro Justice Building:

- Parties (including those submitting document(s) for their court proceedings)
- Attorneys and legal staff members
- Subpoenaed witnesses*
*Witnesses without a subpoena must wait outside for case to be called
- One support person in Family Law Domestic Violence cases as defined in [Family Code §6303](#)
- Summoned juror
- An objecting party or relative of a minor, conservatee, or decedent in a probate case
- Employees and courthouse occupants
- Law enforcement
- Individuals seeking assistance from the District Attorney's Office
- Approved vendors, contractors and deliveries
- Media
- Individuals who have been permitted by Court order

Members of the public can access non-confidential proceedings via audio live-stream. Audio proceedings are available via the Court's website: www.KernCourts.CA.Gov. Click "Court Hearing Audio Streaming" on the homepage. Select the courtroom you wish to access. To report any issues, please contact Kristin Davis (661) 808-0679.

b. The Audio Streaming Info Flyer for the Juvenile Justice Center, which is attached to this Agreement as Exhibit "C," provides:

ENTRY TO JUVENILE JUSTICE CENTER AND PUBLIC ACCESS

Due to COVID-19 and limited space, only the following people will be allowed entry into the Juvenile Justice Center:

- Parties (including those submitting document(s) for their court proceedings)
- Attorneys and legal staff members
- Subpoenaed witnesses*
*Witnesses without a subpoena must wait outside for case to be called
- Juvenile Cases:
 - Child or non-minor dependent
 - Parents and de facto parents
 - Legal guardians or adult relatives if a parent/guardian is unavailable
 - Two support persons for victim per [W&I § 676.5](#); [CRC 5.530\(e\)\(2\)](#)
 - Indian Custodian or tribe of an Indian child
- Others:
 - Social workers
 - CASA volunteers
 - Law enforcement
 - Employees and other courthouse occupants
 - Individuals seeking assistance from courthouse occupants/agencies
 - Approved vendors, contractors and deliveries
 - Media
 - Individuals who have been permitted by Court order

Members of the public can access non-confidential proceedings via audio live-stream. Audio proceedings are available via the Court's website: www.KernCourts.CA.Gov. Click "Court Hearing Audio Streaming" on the homepage. Select the courtroom you wish to access. To report any issues, please contact Kristin Davis (661) 808-0679.

7. The Standing Order and the Audio Streaming Flyers confirm that KCSC can issue orders entitling particular individuals to access to the Metro Justice Building and Juvenile Justice Center.

8. The Standing Order and Audio Streaming Info Flyers further confirm that KCSC provides alternative access to all non-confidential judicial proceedings via audio live streaming, pursuant to links provided on KCSC's website, https://www.kern.courts.ca.gov/online_services/court_hearing_stream.

9. The Parties have determined that it is in their mutual best interests to fully and finally resolve all disputes and claims between them, including but not limited to any claims Plaintiffs may have against KCSC that arise out of, or are in any way related to, the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the acts, promises, agreements, and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Incorporation of Recitals.

All of the recitals listed above are incorporated as material terms of this Agreement.

B. The Parties' Responsibilities.

1. Consistent with the Standing Order, as may be amended from time to time, KCSC will maintain alternative access to all non-confidential proceedings via audio live streaming, pursuant to links provided on KCSC's website, during the pendency of the Covid-19 pandemic, as determined by the County of Kern. KCSC further agrees, consistent with the Standing Order, that during the pendency of the Covid-19 pandemic and consistent with health and safety orders issued by the Governor of the State of California and other state health and safety officials, the Metro Division, Metro Traffic Division, and Delano, Lamont, Mojave, Ridgecrest, and Shafter Multi-Divisional Courthouses shall allow in-person access to non-confidential proceedings, subject to monitoring by individual judicial officers to ensure proper physical distancing.

2. In addition to the June 30, 2020 written authorization recited above, KCSC shall, within a reasonable period of time after execution of this Agreement by all Parties, confirm in a writing that is issued pursuant to sections "B" and "C" of the Standing Order, and that is to be provided to Plaintiffs' Counsel, that a combined total of two representatives of the American Civil Liberties Union of Southern California and First Amendment Coalition may enter and attend non-confidential proceedings per day in Metro Justice Building, and another combined total of two representatives may enter and attend non-confidential proceedings per day in Juvenile Justice Center, consistent with the terms of the Standing Order. The Parties acknowledge and agree that nothing in this Agreement shall be deemed to limit the discretion or authority of individual presiding judicial officers to monitor and control access to their courtrooms in order to, among other things, enforce physical distancing and other health and safety requirements and maximum occupancy standards.

3. Within 30 days of receipt by counsel for KCSC of the fully executed Agreement, KCSC or its agent shall make a one-time settlement payment in the total gross amount of \$1,000.00 ("Settlement Amount"). Payment of the Settlement Amount shall constitute payment in full to Plaintiffs and their counsel for any and all alleged costs, attorneys' fees, penalties, damages, liabilities, assessments, consultant and expert witness fees, filing fees, and any other costs, liabilities, or expenses of any kind whatsoever incurred or suffered with respect to the Action. Plaintiffs acknowledge and agree that Plaintiffs are not "prevailing parties" in this Action; that this Agreement does not confer prevailing party status upon Plaintiffs by virtue of its provisions requiring a settlement payment and conferring upon the district court continuing jurisdiction to enforce the terms and conditions of this Agreement, should that become

necessary; Plaintiffs shall not, in any event, claim that they are prevailing parties in the Action for any purpose; and that KCSC pays the Settlement Amount as consideration for obtaining a full and complete settlement of this action, and nothing more.

4. Within 10 days after receipt of the Settlement Amount, Plaintiffs shall file with the United States District Court for the Eastern District of California the Stipulated Dismissal With Prejudice attached to this Agreement as Exhibit "D," which shall include a provision continuing the district court's subject matter jurisdiction over the Action for the sole purpose of resolving any disputes that may arise between the Parties relating to access to court facilities or proceedings, including but not limited to enforcement of the terms and conditions of this Agreement, as provided in Section I(3) below.

C. Release Provisions.

1. Plaintiffs, on behalf of themselves and their respective present and former parent entities, owners, subsidiaries, affiliates, successors, predecessors, assigns, officers, directors, guarantors, managers, members, employees, agents, and representatives, past and present (collectively, "Affiliates"), fully and completely release, covenant not to sue, and forever discharge Harber-Pickens and Dulcich, in their personal and official capacities, the Superior Court of California, County of Kern, the Judicial Council of California (Judicial Council), and their respective officials, officers, employees, representatives, agents, attorneys, divisions, branches, successors and predecessors in interest, and assigns, past and present (collectively, with Harber-Pickens, Dulcich, the Superior Court of California, County of Kern, and the Judicial Council the "KCSC Releasees"), both individually and collectively, of and from any and all damages, debts, penalties, claims, demands, liabilities, obligations, causes of action and rights, attorneys' fees, costs and expenses of every nature, character, and description whatsoever (whether direct or indirect, derivative, or by way of indemnity, contribution, or subrogation, or of any other nature), whether known or unknown, suspected or unsuspected, asserted or unasserted, whether at law or in equity, anticipated or unanticipated, fixed, liquidated, or contingent ("Claims"), that Plaintiffs now have, or may ever have, against the KCSC Releasees, or any of them, that arise out of the allegations and Claims asserted in the Action; or are in any way related to (a) any alleged failure to provide public access to facilities or judicial proceedings in Kern County occurring prior to the Effective Date of this Agreement; or (b) any acts or omissions by any of the KCSC Releasees occurring prior to the Effective Date of this Agreement.

2. KCSC fully and completely releases, covenants not to sue, and forever discharges Affiliates of and from any and all damages, debts, penalties, claims, demands, liabilities, obligations, causes of action and rights, attorneys' fees, costs and expenses of every nature, character, and description whatsoever (whether direct or indirect, derivative, or by way of indemnity, contribution, or subrogation, or of any

other nature), whether known or unknown, suspected or unsuspected, asserted or unasserted, whether at law or in equity, anticipated or unanticipated, fixed, liquidated, or contingent, that KCSC now has, or may ever have, against the Affiliates, or any of them, that arise out of, or are in any way related to: (a) the allegations and Claims asserted in the Action; and (b) any alleged failure to provide public access to facilities or judicial proceedings in Kern County; and (c) any acts or omissions by any of the KCSC Releasees occurring prior to the Effective Date of this Agreement. This Release shall not apply to claims that arise or accrue after the Effective Date of this Agreement.

3. Plaintiffs, individually and on behalf of their respective Affiliates, understand and acknowledge that the foregoing release provisions extend to all Claims, whether or not known, suspected, or asserted, and constitute a waiver of each and all of the provisions of California Civil Code section 1542, and any law, rule, or regulation of any other state, territory, or jurisdiction, or common law principle, to the same, comparable, or equivalent effect. California Civil Code section 1542 provides in pertinent part as follows:

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

Plaintiffs, individually and on behalf of their respective Affiliates, acknowledge and agree that this waiver of rights is an essential and material term of this Agreement and, without such waiver, KCSC would not have entered into this Agreement.

4. Plaintiffs, individually and on behalf of their respective Affiliates, understand and acknowledge that the facts and law upon which the foregoing releases are given may hereafter turn out to be other than or different from the facts and law now known or believed to be true, hereby accepts and assumes the risk of the facts and law turning out to be different, and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by virtue of any such difference in fact or law.

5. KCSC understands and acknowledges that the facts and law upon which the foregoing releases are given may hereafter turn out to be other than or different from the facts and law now known or believed to be true, hereby accepts and assumes the risk of the facts and law turning out to be different, and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by virtue of any such difference in fact or law.

D. Non-Admission of Liability.

This Agreement constitutes a compromise, and full accord and satisfaction, of disputed claims. This Agreement shall not be treated as an admission of liability by any of the KCSC Releasees or of any of the Affiliates at any time or for any purpose. This Agreement shall not be admissible in any proceeding between the Parties except an action for breach of the terms of this Agreement.

E. Capacity of the Parties.

The Parties individually represent and warrant that each has the power, capacity and authority to enter into this Agreement, and that no Claim released by this Agreement has been or will be assigned to any third parties who are not signatories to this Agreement.

F. Ambiguities.

The Parties individually represent that they have had the opportunity negotiate the terms and conditions of this Agreement. Accordingly, the Parties hereby waive any common-law, statutory or other rule of construction that ambiguities are to be construed against the drafter of this Agreement. Instead, the language in all paragraphs of this Agreement shall in all cases be construed as a whole, according to its fair meaning.

G. Integration, Modification and Waiver.

1. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, written or oral, express or implied, between the Parties with respect to the subject matter hereof.

2. This Agreement may not be modified orally or by implication. This Agreement may only be modified pursuant to the terms of a written agreement that is signed by all Parties, and that expresses the Parties' intent to modify this Agreement.

3. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, whether or not similar. No such waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party charged with the waiver.

H. Severability.

Each and every term of this Agreement shall be deemed to be contractual and shall not be treated as a mere recital at any time or for any purpose. Each provision of this Agreement shall be considered severable. If a court of competent jurisdiction finds

any provision of this Agreement to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain enforceable in full force and effect.

I. General Provisions.

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

2. Subject to Section B(3) of this Agreement, the Parties each agree to bear all of their own costs and attorneys' fees in connection with the Action as well as the negotiation, execution, and performance of this Agreement. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees, court costs, expert witness costs, investigators' fees, and other litigation expenses, which sum shall be determined by the court in such litigation or in a separate proceeding brought for that purpose.

3. The Court shall retain jurisdiction over the Action during the Term for the sole purpose of resolving any disputes that may arise between the Parties relating to access to court facilities or proceedings, including but not limited to disputes with respect to compliance with this Agreement, subject to the following conditions:

a. Plaintiffs shall provide a confidential, settlement-related written notice to KCSC, by email to Carla Ortega, Managing Attorney (Carla.Ortega@kern.courts.ca.gov), in the event Plaintiffs have a dispute with KCSC relating to access to court facilities or proceedings, including but not limited to a dispute with respect to compliance with any provision of this Agreement ("Notice of Dispute"). Each Notice of Dispute shall identify the dispute; provide a statement of facts supporting the dispute; and identify what steps Plaintiffs believe KCSC should take to remediate the dispute.

b. KCSC shall provide a confidential, settlement-related written response to Plaintiffs, by email to Kathleen Guneratne, ACLU Foundation of Northern California (KGuneratne@aclunc.org), within five business days after receipt of each Notice of Dispute, and shall informally meet and confer with Plaintiffs and attempt in good faith to resolve the issues addressed in each Notice of Dispute within 10 business days following KCSC's response.

c. Compliance with the meet-and-confer procedures described in paragraphs 3(a) and (b) is a condition precedent to filing, prosecuting, or otherwise pursuing any action or proceeding in Court with respect to any dispute that may arise between the Parties relating to access to court facilities or proceedings, including but not limited to enforcement of the terms and conditions of this Agreement.

4. To the fullest extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles or provisions.

5. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. PDF and facsimile signatures will have the same effect as original signatures.

6. The headings contained in this Agreement are for the convenience of the Parties only and shall be given no substantive or interpretative effect whatsoever.

7. As it relates to the effectuation of this Agreement, each Party shall execute and deliver such further documents another Party timely and reasonably requests, and shall cooperate in connection with finalizing this Agreement.

8. The "Term" of this Agreement shall commence on its Effective Date and shall expire at the close of business on December 31, 2021.

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE THAT EACH UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND. PLAINTIFFS FURTHER ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS OCCURRING AS OF THE EFFECTIVE DATE.

(Signature block continues on next page)

Dated: December 11, 2020.

AMERICAN CIVIL LIBERTIES UNION
OF SOUTHERN CALIFORNIA

By: 
Name Hector Villagra
Title Executive Director

Dated: December __, 2020.

FIRST AMENDMENT COALITION

By: _____
Name
Title

Dated: December __, 2020.

Kilah Oats

Dated: December __, 2020.

Lotisha Davidson

Dated: December __, 2020.

Tanisha Brown

Dated: December __, 2020.

Tameca Spriggs

Dated: December __, 2020.

Janie Randle

Dated: December __, 2020.

Hon. Judith K. Dulcich
*in her official capacity as Presiding Judge of
the Superior Court of California, County of
Kern*

Dated: December __, 2020.

AMERICAN CIVIL LIBERTIES UNION
OF SOUTHERN CALIFORNIA

By: _____
Name
Title

Dated: December 11, 2020.

FIRST AMENDMENT COALITION

By:  _____
Name David Snyder
Title Executive Director

Dated: December __, 2020.

Kilah Oats

Dated: December __, 2020.

Lotisha Davidson

Dated: December __, 2020.

Tanisha Brown

Dated: December __, 2020.

Tameca Spriggs

Dated: December __, 2020.

Janie Randle

Dated: December __, 2020.

Hon. Judith K. Dulcich
*in her official capacity as Presiding Judge of
the Superior Court of California, County of
Kern*

Dated: November __, 2020.

AMERICAN CIVIL LIBERTIES UNION
OF SOUTHERN CALIFORNIA

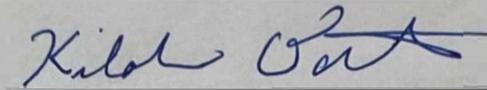
By: _____
Name
Title

Dated: November __, 2020.

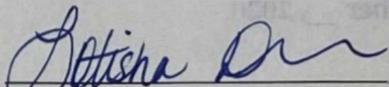
FIRST AMENDMENT COALITION

By: _____
Name
Title

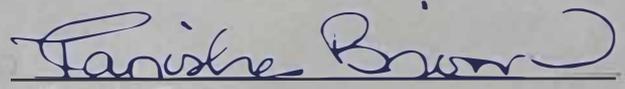
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Kilah Oats

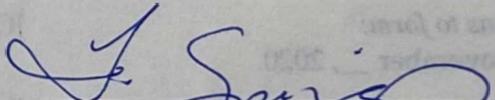
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Lotisha Davidson

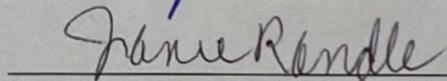
Dated: November 19, 2020.


Tanisha Brown

Dated: November 19, 2020.


Tameca Spriggs

Dated: November 19, 2020.


Janie Randle

Dated: November __, 2020.

Hon. Judith K. Dulcich
*in her official capacity as Presiding Judge of
the Superior Court of California, County of
Kern*

Dated: December __, 2020.

AMERICAN CIVIL LIBERTIES UNION
OF SOUTHERN CALIFORNIA

By: _____
Name
Title

Dated: December __, 2020.

FIRST AMENDMENT COALITION

By: _____
Name
Title

Dated: December __, 2020.

Kilah Oats

Dated: December __, 2020.

Lotisha Davidson

Dated: December __, 2020.

Tanisha Brown

Dated: December __, 2020.

Tameca Spriggs

Dated: December __, 2020.

Janie Randle

Dated: December 14, 2020.



Hon. Judith K. Dulcich
*in her official capacity as Presiding Judge of
the Superior Court of California, County of
Kern*

Dated: December 14, 2020.

Tamarah Harber-Pickens
*in her official capacity as Court Executive
Officer/Clerk of the Superior Court of
California, County of Kern*

Approved as to form and content:
Dated: December __, 2020.

AMERICAN CIVIL LIBERTIES UNION
OF SOUTHERN CALIFORNIA

By: _____
Name
Title
Counsel for Plaintiffs

Dated: December __, 2020.

FIRST AMENDMENT COALITION

By: _____
Name
Title
Counsel for Plaintiffs

Approved as to form:
Dated: December 14, 2020.

JONES DAY

By:

Robert A. Naeve
Counsel for KCSC

Dated: December __, 2020.

Tamarah Harber-Pickens
in her official capacity as Court Executive
Officer/ Clerk of the Superior Court of
California, County of Kern

Approved as to form and content:
Dated: December 11, 2020.

AMERICAN CIVIL LIBERTIES UNION
OF SOUTHERN CALIFORNIA

By: PE
Name PETER ELIASBERG
Title CHIEF COUNSEL
Counsel for Plaintiffs

Dated: December __, 2020.

FIRST AMENDMENT COALITION

By: _____
Name
Title
Counsel for Plaintiffs

Approved as to form:
Dated: December __, 2020.

JONES DAY

By: _____
Robert A. Naeve
Counsel for KCSC

Dated: December __, 2020.

Tamarah Harber-Pickens
*in her official capacity as Court Executive
Officer/ Clerk of the Superior Court of
California, County of Kern*

Approved as to form and content:

Dated: December __, 2020.

AMERICAN CIVIL LIBERTIES UNION
OF SOUTHERN CALIFORNIA

By: _____

Name

Title

Counsel for Plaintiffs

Dated: December 11, 2020.

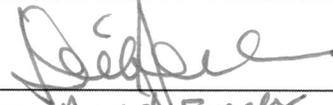
FIRST AMENDMENT COALITION

By: _____

Name

Title

Counsel for Plaintiffs


David Smycher
Executive Director

Approved as to form:

Dated: December __, 2020.

JONES DAY

By: _____

Robert A. Naeve

Counsel for KCSC