

SETTLEMENT AGREEMENT

Inland Empire United, et al. v. County of Riverside, et al.
(Riverside Superior Court, Case No. CVRI2202423)

The Settlement Agreement (“Agreement”) is made by and among (a) INLAND EMPIRE UNITED, EVELYN ARANA, ELIZABETH AYALA, ARACELI CALDERA, EDGAR CASTELAN, ROBERT GARCIA, and DAISY LOPEZ (“Petitioners”); and (b) RIVERSIDE COUNTY, RIVERSIDE COUNTY BOARD OF SUPERVISORS, and KEVIN JEFFRIES, KAREN SPIEGEL, CHUCK WASHINGTON, V. MANUEL PEREZ, and YXSTIAN GUTIERREZ, in their official capacities as members of the Riverside County Board of Supervisors, and REBECCA SPENCER, in her official capacity as the Riverside County Registrar of Voters (“Respondents”). Petitioners and Respondents are each a “Party” and are collectively the “Parties.”

Recitals

- A. In 2019, the California Legislature adopted the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions Act (“FAIR MAPS Act”), Elections Code sections 21500-21509.
- B. Elections Code section 21500(a) provides that “following each federal decennial census for a county whose board is already elected using district-based elections, the board shall, by ordinance or resolution, adopt boundaries for all of the supervisorial districts of the county so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution.”
- C. Elections Code section 21500(b) provides that “[t]he board shall adopt supervisorial district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).”
- D. Elections Code section 21500(c) provides that “[t]he board shall adopt supervisorial district boundaries using the following criteria as set forth in the following order of priority:

“(1) To the extent practicable, supervisorial districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

“(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A “community of interest” is a population that shares common social or economic interests that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

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(Riverside Superior Court, Case No. CVRI2202423)

- “(3) To the extent practicable, the geographic integrity of a city or census designated place shall be respected in a manner that minimizes its division.
- “(4) Supervisorial district boundaries should be easily identifiable and understandable by residents. To the extent practicable, supervisorial districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the county.
- “(5) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, supervisorial districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.”
- E. Elections Code section 21500(d) provides that “[t]he board shall not adopt supervisorial boundaries for the purpose of favoring or discriminating against a political party.”
- F. On December 14, 2021, following completion of the 2020 census, the County approved Resolution 2021-215 adopting a map establishing new supervisorial districts for the County.
- G. On June 14, 2022, Petitioners filed a verified petition for writ of mandate against Respondents alleging that Respondents violated the California Constitution and California FAIR MAPS Act (Elections Code §§ 21500-21509). The case, *Inland Empire United, et al. v. County of Riverside, et al.*, Riverside Superior Court Case No. CVRI2202423, is the “Lawsuit.” Among the allegations in their verified petition, Petitioners alleged that Respondents violated both the equal protection provisions of the California Constitution and the FAIR MAPS Act by adopting a supervisorial map that unlawfully diminished Latino voters’ ability to participate fully and equally in the political process in Riverside County.
- H. On August 3, 2022, Respondents removed the Lawsuit to the United States District Court for the Central District of California.
- I. On August 10, 2022, Respondents filed an Answer in the Lawsuit denying that they had violated the California Constitution or the FAIR MAPS Act in any of the ways Petitioners alleged.
- J. On January 23, 2023, the United States District Court for the Central District of California issued an Order Granting Plaintiffs’ Motion for Remand, remanding the case back to the Riverside Superior Court. *See Inland Empire United v. Riverside County*, No. 5:22-cv-01366-SSS-KKx, 2023 WL 397035 (C.D. Cal. Jan. 23, 2023).
- K. On May 19, 2023, Petitioners filed a motion for issuance of a peremptory writ of mandate in the Lawsuit seeking an order to prohibit Respondents from using the current adopted supervisorial map and to adopt a new map before future elections. The Parties have

engaged in discovery, and a hearing is currently scheduled on the motion for October 10, 2023.

- L. To avoid the expense and uncertainty of continued litigation, and to promote access to the political process for Riverside County’s historically disenfranchised residents, many of whom speak Spanish, the Parties now desire to resolve the Lawsuit on the terms set forth below.

Agreement

1. **Effective Date.** The “Effective Date” of this Agreement is September 12, 2023. Within three (3) days of the Effective Date, the Parties will execute the Stipulation and [Proposed] Order for Stay and Subsequent Entry of Judgment that is attached to this Agreement as Attachment A. Once executed, the Parties will submit the Stipulation and [Proposed] Order for Stay and Subsequent Entry of Judgment to the Riverside Superior Court and request that it be entered by the court.

2. **Voter Outreach and Education.** For each of the 2024, 2026, 2028, and 2030 Riverside County Board of Supervisors (“Board of Supervisors”) primary elections, and for each of the 2024, 2026, 2028, and 2030 general elections in which a Board of Supervisors election occurs, and for any Board of Supervisors special election that may occur between the Effective Date of this Agreement and January 1, 2030:
 - a) For each supervisorial district in which there is a contested election for the Riverside County Board of Supervisors, the County will fund pre-election voter outreach and education efforts at a minimum level of at least one dollar and seventy-five cents (\$1.75) per each registered voter who lives in a city, census designated place (“CDP”), or other unincorporated census area within that supervisorial district whose turnout rate for the most recent statewide primary election in a non-presidential election year (measured as the percentage of votes cast to registered voters, according to the County Registrar of Voters’ Statement of Votes) was lower than the countywide voter turnout rate for that election.
 - i. Examples of funding that may count toward the \$1.75 per registered voter described above include:
 - A. Funding for voter workshops or community forums co-hosted with one or more community-based organizations that serve the communities targeted pursuant to subparagraph (b) below. These workshops may be in-person or remote.
 - B. Funding for media, including social media, newspaper, radio, and television, to advertise an upcoming voter workshop or to advertise an upcoming election, how to register to vote, or how to vote. Social media refers to geo-targeted social media placements. Before engaging in media outreach, the Registrar of Voters (“ROV”) will determine which form of media is best suited to reach the targeted voters. For traditional media such as newspaper,

radio, and television, the ROV will consider the use of in-language media if the targeted voters live in “language communities,” as described in page 32 of the County’s August 2023 Draft Election Administration Plan.

- C. Funding for direct contacts with eligible voters to inform them about an upcoming election, how to register to vote, or how to vote. Direct contacts include the use of text and email.
 - D. Funding provided to community-based organizations to engage in voter outreach and education efforts.
- ii. Examples of funding that shall not count toward the \$1.75 per registered voter described above include:
- A. Funding for wages, salaries, or benefits for individuals whose job duties are not exclusively dedicated to providing or facilitating the targeted voter outreach and education efforts described in paragraph 2 of this Agreement.
 - B. Funding for interpretation and translation services required by other paragraphs of this Agreement or otherwise required by law.
 - C. Funding for preparing or sending official voter information guides or ballots.
- b) The County will target the voter outreach and education described in subparagraph (a) above to eligible voters who live in the cities, CDPs, and other unincorporated census areas within that supervisorial district with lower-than-countywide voter turnout rates, as calculated in subparagraph (a) above; and within those cities, CDPs, and other unincorporated census areas, where feasible the County will target the voter outreach and education described in subparagraph (a) above to eligible voters who live in precincts with lower-than-countywide voter turnout rates, as calculated in subparagraph (a) above.
- c) The County will conduct the voter outreach and education described in subparagraphs (a) and (b) in both English and Spanish.
- d) The County, in its discretion, may conduct any or all of the voter outreach and education described in subparagraphs (a) and (b) directly or by contracting with or providing grants to nonpartisan, nonprofit community-based organizations who serve historically disenfranchised populations in one or more of the cities, CDPs, or unincorporated areas identified in subparagraph (b).
- e) At least three months before each primary and special election subject to paragraph 2 of this Agreement, the County will prepare and publish a final voter outreach and education plan for the primary or special election and the subsequent general election, if one occurs. For each plan, the County will consult with Petitioner Inland Empire United before preparing an initial draft of the plan, and the County will then solicit and consider comments from interested members of the public on the draft plan before the final plan is published. The plan will include a description of how the

funds identified in subparagraph (a) will be spent in compliance with paragraph 2 of this Agreement.

- f) Within six months after each election subject to paragraph 2 of this Agreement, the County will prepare and publish an accounting of how the funds identified in subparagraph (a) were spent, including identifying how the funds were spent in compliance with paragraph 2 of this Agreement.

3. **Spanish Translation of Board of Supervisors Documents.** Beginning no more than sixty (60) days from the Effective Date of this Agreement and continuing through the County's adoption of a new supervisorial district plan following the 2030 decennial census, the County will post (including on its public website) Spanish translations of all notices, agendas, and minutes of Board of Supervisors meetings. The Spanish-translated documents shall not constitute the official legal notices, agendas, and minutes of the Board of Supervisors meetings, and they shall include a disclaimer indicating that they are being provided as a courtesy only, and that in the event of any conflict in meaning, the English-language notice, agenda, or minutes control. The Spanish-translated documents need not comply with the Ralph M. Brown Act (Gov. Code § 54950 et seq.) or other legal requirements governing the timing and contents of posted public documents. The County shall make a good-faith effort to post (including on its public website) the Spanish-translated documents within 24 hours of the posting of the official English-language documents, and in no event shall the County post the Spanish-translated documents later than 48 hours thereafter. The County shall include on the first page of all of the official English-language notices, agendas, and minutes of Board of Supervisors meetings a notice, in Spanish, informing members of the public how and where they may access a Spanish translation of the document.
4. **Spanish Interpretation of Board of Supervisors Meetings and Hearings.** Beginning no more than sixty (60) days from the Effective Date of this Agreement and continuing through the County's adoption of a new supervisorial district plan following the 2030 decennial census, the County will make available to members of the public real-time Spanish-language interpretation of all Board of Supervisors meetings, including interpretation of all public proceedings and public comments, without requiring any advance request. For members of the public attending Board of Supervisors meetings in person, the County may provide real-time Spanish interpretation through individual headsets provided to members of the public upon their request at the meeting. For members of the public attending and viewing Board of Supervisors meetings remotely, the County may provide real-time Spanish interpretation through a Web-X or other closed-captioned service, but the County will make a good-faith effort to provide an aural real-time Spanish-translation service if feasible.
5. **Spanish Translation of Registrar of Voters Documents.** Beginning no more than sixty (60) days from the Effective Date of this Agreement and continuing through the County's adoption of a new supervisorial district plan following the 2030 decennial census, the Riverside County Registrar of Voters will make available Spanish translations of all

Registrar of Voters legally required public documents, including voter registration materials, materials related to the County Election Administration Plan, and all official notices and forms (including all documents posted on the Registrar’s public websites), and will make the Spanish-language translated versions of those documents available no later than within twenty-four (24) hours of the time the English-language versions of those documents are made available, and at the same location and in the same format as the English-language documents. Unless otherwise required by law, the Spanish-translated documents shall not constitute the official legal notices, forms, and documents, and they may include a disclaimer indicating that they are being provided as a courtesy only, and that in the event of any conflict in meaning, the English-language notice, form, or document controls. The first page of the official English-language notice, form, or document shall include a notice, in Spanish, informing members of the public how and where they may access a Spanish translation of the document.

6. **Spanish Interpretation of Registrar of Voters Meetings and Hearings.** Beginning no more than sixty (60) days from the Effective Date of this Agreement and continuing through the County’s adoption of a new supervisorial district plan following the 2030 decennial census, the County Registrar of Voters will make available to members of the public real-time Spanish-language interpretation of all Registrar of Voters meetings and hearings (including hearings related to the County’s Election Administration Plan), including interpretation of all public proceedings and public comments, without requiring any advance request. For members of the public attending County Registrar of Voters meetings or hearings in person, the Registrar may provide real-time Spanish interpretation through individual headsets provided to members of the public upon their request at the meeting or hearing. For members of the public attending and viewing County Registrar of Voters meetings or hearings remotely (when applicable), the Registrar may provide real-time Spanish interpretation through a Web-X or other closed-captioned service, but the Registrar will make a good-faith effort to provide an aural real-time Spanish-translation service if feasible.
7. **Spanish-Language Ballots and Election Materials.** From the Effective Date of this Agreement through the County’s adoption of a new supervisorial district plan following the 2030 decennial census, the County will abide by the requirements of Section 203 of the federal Voting Rights Act (“VRA”) (52 U.S.C. § 10503) for Spanish-language ballots, election materials, and voter assistance in all Board of Supervisors elections, regardless of whether at any point the County no longer is covered by VRA Section 203’s Spanish-language requirements.
8. **Independent Redistricting Commission.** Any redistricting or changes to the current adopted Board of Supervisors district map before the release of 2030 decennial census data shall comply with the ranked redistricting criteria set forth in the FAIR MAPS Act, Elections Code § 21500, and shall be conducted by an independent redistricting commission that complies with the requirements of Chapter 6.4 of Division 21 of the Elections Code (Elections Code §§ 21540 et seq.).

9. **Attorneys' Fees and Costs.** No later than thirty (30) days after the Effective Date of this Agreement, Respondents will pay Petitioner Inland Empire United a total of seven hundred fifty thousand dollars (\$750,000) in attorneys' fees and expenses in exchange for the release of all claims raised in and related to the Lawsuit up through the Effective Date of this Agreement.
10. **Dismissal of Lawsuit.** The parties agree to request that the Riverside Superior Court stay all further proceedings in the Lawsuit and retain jurisdiction in order to resolve any disputes and ensure compliance with the terms of this Agreement through the completion of the 2024 election cycle. If as of December 31, 2024, there are no proceedings pending before the Court for clarification or enforcement of this Agreement, then in exchange for Respondents' performance of the obligations set forth in paragraphs 2 through 9 of this Agreement, Petitioners shall dismiss the Lawsuit with prejudice, in accordance with the Stipulation and [Proposed] Order for Stay and Subsequent Entry of Judgment attached hereto as Attachment A.
11. **General Provisions.**
- a) Remedies. In the event of a breach of this Agreement, the Parties agree that a proper remedy against the breaching party shall be judicial enforcement of the Agreement by specific performance, injunction, or other appropriate equitable relief. Prior to seeking judicial enforcement of the Agreement, the party alleging a breach must give reasonable notice to the other party of the nature of the alleged breach and the performance being requested, and shall attempt in good faith to resolve any dispute without the need for judicial intervention. The parties further agree that in any proceeding to enforce this Agreement, if a court of competent jurisdiction finds that a Party materially breached this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses from the breaching Party, provided that the party alleging a breach had first given notice and attempted to informally resolve the matter in accordance with the preceding sentence.
- b) Assignment. No Party may assign or otherwise transfer their respective rights or obligations under this Agreement without the prior written consent of the remaining Parties.
- c) Attachment. Attachment A referenced in this Agreement is attached hereto and made a part of and incorporated herein.
- d) Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California. The rights and obligations of the Parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- e) Nonwaiver. Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing

and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any breach of any term, covenant, or condition herein stated shall not be deemed to be a waiver of any other term, covenant, or condition.

- f) Construction. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.
- g) Severability. The invalidity of any portion of this Agreement shall not invalidate the remainder. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the Parties shall amend this Agreement and take other action necessary to achieve the intent and purpose of this Agreement in a manner consistent with the ruling of the court.
- h) Notices. Communications between the Parties that are required by or made in connection with the Agreement shall be sufficiently given if transmitted electronically (e-mail) followed by delivery of a “hard” copy to the Riverside County Office of the County Counsel for Respondents, or to counsel for Petitioners, at the addresses listed below.

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| <p>Matthew J. Murray ALTSHULER BERZON LLP 177 Post Street, Suite 300 San Francisco, CA 94108 mmurray@altber.com <i>Counsel for Petitioners</i> <i>Inland Empire United, Evelyn Arana,</i> <i>Elizabeth Ayala, Edgar Castelan,</i> <i>and Robert Garcia</i></p> | <p>Julia A. Gomez ACLU FOUNDATION OF SOUTHERN CALIFORNIA 1313 West 8th Street Los Angeles, CA 90017 jgomez@aclusocal.org <i>Counsel for Petitioners</i> <i>Araceli Caldera and Daisy Lopez</i></p> |
| <p>Minh C. Tran OFFICE OF COUNTY COUNSEL COUNTY OF RIVERSIDE 3960 Orange Street, Suite 500 Riverside, California 92501 Tel: (951) 955-3600 mitran@rivco.org <i>Counsel for Respondents</i></p> | |

- i) Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof.

- j) Counterparts. This Agreement may be executed in counterparts, including via electronic signature. All such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement shall not be binding until signed and delivered by all Parties.

- k) Enforcement. This Agreement is specifically enforceable under the provisions of Code of Civil Procedure section 664.6, and the Parties stipulate to the County of Riverside Superior Court’s continuing jurisdiction at least through December 31, 2024, to enforce the terms and conditions of this Agreement, if necessary, in accordance with Attachment A hereto.

IN WITNESS WHEREOF, the Parties have executed one or more copies of this Agreement as of the Effective Date.

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|-----------------------------------|---|
| Dated: <u>September 12</u> , 2023 | By: <u>S Allen</u> Sky Allen, Executive Director Inland Empire United |
| Dated: _____, 2023 | By: _____ Evelyn Arana |
| Dated: _____, 2023 | By: _____ Elizabeth Ayala |
| Dated: _____, 2023 | By: _____ Araceli Caldera |
| Dated: _____, 2023 | By: _____ Edgar Castelan |
| Dated: _____, 2023 | By: _____ Robert Garcia |
| Dated: _____, 2023 | By: _____ Daisy Lopez |

- j) Counterparts. This Agreement may be executed in counterparts, including via electronic signature. All such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement shall not be binding until signed and delivered by all Parties.

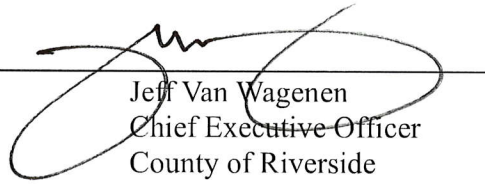
- k) Enforcement. This Agreement is specifically enforceable under the provisions of Code of Civil Procedure section 664.6, and the Parties stipulate to the County of Riverside Superior Court's continuing jurisdiction at least through December 31, 2024, to enforce the terms and conditions of this Agreement, if necessary, in accordance with Attachment A hereto.

IN WITNESS WHEREOF, the Parties have executed one or more copies of this Agreement as of the Effective Date.

| | |
|--------------------------------|--|
| Dated: _____, 2023 | By: _____ Sky Allen, Executive Director Inland Empire United |
| Dated: <u>9/12/2023</u> , 2023 | By: _____ <small>DocuSigned by:</small> <i>Evelyn Arana</i> <small>2F7C4022264D4A4...</small> Evelyn Arana |
| Dated: _____, 2023 | By: _____ Elizabeth Ayala |
| Dated: _____, 2023 | By: _____ Araceli Caldera |
| Dated: _____, 2023 | By: _____ Edgar Castelan |
| Dated: <u>9/12</u> , 2023 | By: _____ <i>Robert Garcia</i> Robert Garcia |
| Dated: _____, 2023 | By: _____ Daisy Lopez |

Dated: 9.12, 2023

By: _____



Jeff Van Wagenen
Chief Executive Officer
County of Riverside

On behalf of Riverside County; Riverside County Board of Supervisors; Kevin Jeffries, Karen Spiegel, Chuck Washington, V. Manuel Perez, and Yxstian Gutierrez, in their official capacities as members of the Riverside County Board of Supervisors; and Rebecca Spencer, in her official capacity as the Riverside County Registrar of Voters

ATTACHMENT A

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6 *Attorneys for Petitioners/Plaintiffs*
7 *Inland Empire United, Evelyn Arana,*
Elizabeth Ayala, Edgar Castelan,
and Robert Garcia

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

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INLAND EMPIRE UNITED, EVELYN
ARANA, ELIZABETH AYALA, ARACELI
13 CALDERA, EDGAR CASTELAN, ROBERT
14 GARCIA, and DAISY LOPEZ,

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Petitioners and Plaintiffs,

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v.

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RIVERSIDE COUNTY, RIVERSIDE
COUNTY BOARD OF SUPERVISORS, and
18 KEVIN JEFFRIES, KAREN SPIEGEL,
CHUCK WASHINGTON, V. MANUEL
19 PEREZ, and YXSTIAN GUTIERREZ, in their
official capacities as members of the Riverside
County Board of Supervisors, and REBECCA
20 SPENCER, in her official capacity as the
Riverside County Registrar of Voters,

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Respondents and Defendants.

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Case No. CRVI2202423

**STIPULATION AND [PROPOSED]
ORDER FOR STAY AND SUBSEQUENT
ENTRY OF JUDGMENT**

Dept.: 1

Judge: Hon. Harold W. Hopp

Action Filed: June 14, 2022
Unlimited Civil Case

1 *Additional counsel*

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8 MOE KESHAVARZI (SBN 223759)
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18 *Attorneys for Petitioners/Plaintiffs*
19 *Araceli Caldera and Daisy Lopez*

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1 IT IS HEREBY STIPULATED BY THE PARTIES IN THE ABOVE-CAPTIONED
2 MATTER BY AND THROUGH THEIR ATTORNEYS OF RECORD AS FOLLOWS:

- 3 1. Whereas, the Parties have reached a settlement agreement (“Agreement”) to resolve
4 this litigation. The Agreement is attached hereto and incorporated by reference.
- 5 2. Whereas, the Parties and the public will benefit by having certainty regarding what
6 supervisorial district map will be used prior to the March 2024 primary election and
7 future elections.
- 8 3. Whereas, the Parties wish this Court to stay further proceedings in the litigation and to
9 retain jurisdiction through the completion of the 2024 election cycle in order to resolve
10 any disputes and to ensure compliance with the terms of the Agreement.
- 11 4. Whereas, the Parties agree that on December 31, 2024, following the completion of the
12 2024 election cycle, the litigation should be dismissed with prejudice if (but only if) at
13 that time there are no proceedings pending before the Court for clarification or
14 enforcement of the Parties’ Agreement.
- 15 5. Whereas, on this basis, Petitioners and Respondents stipulate and agree that the Court
16 should enter the following Order for Stay and Subsequent Entry of Judgment.

17 **IT IS SO STIPULATED**

18 DATED: September __, 2023

19 By: _____
20 Matthew J. Murray

21 MATTHEW J. MURRAY
22 BRONWEN B. O’HERIN
23 ALTSHULER BERZON LLP

24 *Attorneys for Petitioners/Plaintiffs Inland
25 Empire United, Evelyn Arana, Elizabeth
26 Ayala, Edgar Castelan, and Robert Garcia*

27 DATED: September __, 2023

28 By: _____
Julia A. Gomez

JULIA A. GOMEZ
PETER J. ELIASBERG
ACLU Foundation of Southern California

MOE KESHAVARZI
Sheppard, Mullin, Richter & Hampton LLP

ANGÉLICA SALCEDA
ACLU Foundation of Northern California

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*Attorneys for Petitioners/Plaintiffs
Araceli Caldera and Daisy Lopez*

DATED: September __, 2023

By: _____
Fredric D. Woocher

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE
Minh C. Tran

STRUMWASSER & WOOCHEER LLP
Fredric D. Woocher
Dale K. Larson
Salvador E. Pérez
Julia Michel

*Attorneys for Respondents and Defendants
Riverside County; Riverside County Board of
Supervisors; Kevin Jeffries; Karen Spiegel;
Chuck Washington; V. Manuel Perez; and
Yxstian Gutierrez, in their official capacities
as members of the Riverside County Board of
Supervisors; and Rebecca Spencer, in her
official capacity as the Riverside County
Registrar of Voters*

1 **BASED ON THE STIPULATION OF THE PARTIES SET FORTH ABOVE, AND**
2 **FOR GOOD CAUSE SHOWN, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
3 **AS FOLLOWS:**

- 4 A. The above recitals are hereby adopted as findings of the Court.
- 5 B. All further proceedings in this action shall be stayed in this action, except that the Court
6 shall retain jurisdiction over this matter pursuant to Code of Civil Procedure section 664.6
7 to resolve any disputes and to ensure compliance with the terms of the Parties' Agreement
8 during the 2024 election cycle.
- 9 C. On December 31, 2024, following completion of the 2024 election cycle, and if (but only
10 if) there are no proceedings pending before the Court for clarification or enforcement of
11 the Parties' Agreement pursuant to paragraph B above, judgment shall be entered
12 dismissing this action with prejudice.
- 13 D. The parties will bear their own costs and attorneys' fees, except as otherwise provided by
14 the Agreement.

15 **IT IS SO ORDERED.**

16 DATED: _____, 2023

Honorable Harold W. Hopp
Judge of the Superior Court

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