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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

Case No. 3:20-cv-3866 JCS

**JOINT STIPULATION OF SETTLEMENT  
AND RELEASE**

ANTI POLICE-TERROR PROJECT,  
COMMUNITY READY CORPS, SEAN  
CANADAY, MICHAEL COHEN,  
MICHAEL COOPER, ANDREA  
COSTANZO, JONATHAN FARMER,  
LINDSEY FILOWITZ, DANIELLE GAITO,  
KATIE JOHNSON, JENNIFER LI, IAN  
McDONNELL, MELISSA MIYARA,  
LINDSEY MORRIS, LEILA MOTTLEY,  
NIKO NADA, AZIZE NGO, NICOLE  
PULLER, MARIA RAMIREZ, AKIL  
RILEY, AARON ROGACHEVSKY, TARA  
ROSE, ASHWIN RUPAN, DANIEL  
SANCHEZ, CHRISTINA STEWART,  
TAYAH STEWART, KATHERINE  
SUGRUE, CELESTE WONG, and  
QIAOCHU ZHANG; on behalf of  
themselves and similarly situated individuals,  
Plaintiffs,

v.

CITY OF OAKLAND, OPD Police Chief  
SUSAN E. MANHEIMER, OPD Sergeant  
PATRICK GONZALES, OPD Officer  
MAXWELL D'ORSO and OPD Officer  
CASEY FOUGHT,

Defendants.

1 This Joint Stipulation of Settlement and Release is made and entered into between  
2 Plaintiffs Anti Police-Terror Project, Community Ready Corps, Sean Canaday, Michael Cohen,  
3 Michael Cooper, Andrea Costanzo, Jonathan Farmer, Lindsey Filowitz, Danielle Gaito, Katie  
4 Johnson, Jennifer Li, Ian McDonnell, Melissa Miyara, Lindsey Morris, Leila Mottley, Niko  
5 Nada, Azize Ngo, Nicole Puller, Maria Ramirez, Akil Riley, Aaron Rogachevsky, Tara Rose,  
6 Daniel Sanchez, Christina Stewart, Tayah Stewart, Katherine Sugrue, Celeste Wong, and  
7 Quiaochu Zhang, as individuals and on behalf of all others similarly situated (“Plaintiffs”), and  
8 Defendant City of Oakland (“Defendant”), who are parties to the above-captioned litigation  
9 (together, the “Parties”).

10 **1. DESCRIPTION OF THE LITIGATION**

11 1.1 On June 11, 2020, Plaintiffs Anti Police-Terror Project, Community Ready Corps,  
12 Akil Riley, Ian McDonnell, Niko Nada, Azize Ngo, and Jennifer Li filed a verified application  
13 for a temporary restraining order and putative class action complaint against Defendants in the  
14 United States District Court, Northern District of California, captioned *Anti Police-Terror*  
15 *Project, et al. v. City of Oakland, et al.*, Case No. 3:20-cv-03866 JCS. (Dkt. 1.) The complaint  
16 was subsequently amended, and the First Amended Complaint, filed on October 20, 2020, is the  
17 operative complaint in this action. The First Amended Complaint adds the remaining plaintiffs  
18 and alleges claims against the following defendants: the City of Oakland, former interim Chief  
19 of Police Susan Manheimer, Oakland police sergeant Patrick Gonzales, Oakland police officer  
20 Maxwell D’Orso, and Oakland police officer Casey Fought. All claims are alleged against all  
21 defendants, except where noted below. (Dkt. 71.)

22 1.2 The First Amended Complaint alleges claims for: (1) violation of the First  
23 Amendment of the U.S. Constitution, pursuant to 42 U.S.C. section 1983; (2) violation of the  
24 Fourth Amendment of the U.S. Constitution (excessive force and unlawful seizure), pursuant to  
25 42 U.S.C. section 1983; (3) violation of the Fourteenth Amendment right to “substantive” due  
26 process of the U.S. Constitution, pursuant to 42 U.S.C. section 1983; (4) claims for “*Monell* and  
27 supervisory liability” against the City of Oakland and Susan Manheimer only; (5) assault and  
28 battery; (6) violation of the Bane Act, California Civil Code section 52.1; (7) false arrest and

1 false imprisonment; and (8) negligence. The Parties consented to the jurisdiction of a Magistrate  
2 Judge, and the Honorable Joseph C. Spero was assigned to the case for all purposes.

3 1.3 On June 18, 2020, after the Plaintiffs moved for a Temporary Restraining Order  
4 (“TRO”) and submitted 14 supporting declarations and after the Court ordered the Parties to  
5 confer and attempt to agree upon its terms, the Court issued a TRO and Order to Show Cause.  
6 (Dkt. 33, 34.)

7 1.4 On July 29, and August 10, 2020, after the Parties submitted supporting and  
8 opposing briefs and evidence, the Court ordered the entry of a preliminary injunction against  
9 Defendant regarding crowd control tactics and munitions. (Dkt. 52, 54.) Plaintiffs subsequently  
10 sought to enforce the preliminary injunction, which was denied, and Defendant subsequently  
11 sought to modify the preliminary injunction, which was granted in part. (Dkt. 83.) A modified  
12 preliminary injunction was entered on October 28, 2020. (Dkt. 82.)

13 1.5 Plaintiffs subsequently filed a motion for certification of a Rule 23(b)(2) and  
14 23(b)(3) class. That motion was denied without prejudice. (Dkt. 124.) The parties stipulated to  
15 certification of a Rule 23(b)(2) class, which was entered as an order certifying the class on  
16 February 1, 2022. (Dkt. 149.)

17 1.6 The parties engaged in extensive discovery, including production of many hours  
18 of body worn camera footage and other video footage pertaining to the demonstrations of May  
19 29 – June 1, 2020; production of voluminous additional documents by Defendant; production of  
20 medical records and other records supporting the claims of Plaintiffs; written discovery; and 37  
21 depositions.

22 1.7 On July 14, 2020, December 10, 2021, January 13, 2022, and April 14, 2022, the  
23 Parties participated in settlement conferences with Magistrate Judge Laurel Beeler. The parties  
24 met on numerous additional occasions for settlement discussions and exchanged multiple written  
25 proposals. Ultimately the Parties reached agreement on settlement of the damages claims of 25  
26 plaintiffs; two plaintiffs do not seek damages; and the damages claims of two plaintiffs have not  
27 settled. The amounts and status of the damages claims of all plaintiffs are set forth below in  
28 greater detail in Section 5.2. The Parties also reached agreement on the terms of a permanent

1 injunction, and Plaintiffs' counsel's claims for attorneys' fees and costs. All of the terms of this  
2 settlement are contained within this Stipulation of Settlement. At all times, the Parties'  
3 settlement negotiations have been non-collusive, adversarial, and at arm's length.

4 1.8 Discussions between counsel for the Parties, extensive discovery, briefing on  
5 numerous motions, as well as the respective investigation and evaluation of Plaintiffs' claims by  
6 the Parties, have permitted each side to assess the relative merits of the claims and the defenses  
7 to those claims. The Parties agree that the above-described investigation and evaluation, as well  
8 as discovery and briefing of motions, are sufficient to assess the merits of the respective Parties'  
9 positions and to compromise the issues on a fair and equitable basis.

## 10 2. DEFINITIONS

11 The following terms, when used in this Joint Stipulation of Settlement and Release, shall  
12 have the following meanings:

13 2.1 "Action" means the lawsuit entitled *Anti Police-Terror Project, et al. v. City of*  
14 *Oakland, et al.*, in the U.S. District Court for the Northern District of California, Case No. 3:20-  
15 cv-3866 JCS.

16 2.2 "Class Counsel" means Siegel, Yee, Brunner & Mehta, Walter Riley, and James  
17 Burch.

18 2.3 "Class Representatives" means Plaintiffs Michael Cooper, Johnathan Farmer,  
19 Leila Mottley, Maria Ramirez, Akil Riley, Christine Stewart, Tayah Stewart, and Qiaochu  
20 Zhang.

21 2.4 "Court" means the United States District Court, Northern District of California.

22 2.5 "Defendants" means City of Oakland, Susan Manheimer, Patrick Gonzales,  
23 Maxwell D'Orso, and Casey Fought.

24 2.6 "Effective Date" means the date on which the Judgment becomes a Final  
25 Judgment.

26 2.7 "Final Approval Date" means the date on which the Court enters the Order of  
27 Final Approval.

28 2.8 "Final Approval Hearing" means a hearing set by the Court, to take place on a

1 date established by the Court, for the purpose of (i) determining the fairness, adequacy, and  
2 reasonableness of the Stipulation's terms and associated Settlement pursuant to class action  
3 procedures and requirements; (ii) determining the amount of the award of attorneys' fees and  
4 costs to Class Counsel; and (iii) entering the Judgment.

5 2.9 "Final Judgment" means the latest of the following dates: (i) if no Class Member  
6 files an objection to the Settlement, then the date the Court enters an Order of Final Approval of  
7 the Settlement and enters Judgment; (ii) if a Class Member files an objection to the Settlement,  
8 then after the applicable date for seeking appellate review of the Court's final approval of the  
9 Settlement has passed, assuming no appeal or request for review is filed; or (iii) if an appeal is  
10 filed, the final resolution of that appeal (including any requests for rehearing and/or petitions for  
11 writ of certiorari) resulting in the final judicial approval of the Settlement. Notwithstanding the  
12 foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys' fees or  
13 costs shall not by itself in any way delay or preclude the Judgment from becoming a Final  
14 Judgment.

15 2.10 "Judgment" means the judgment to be executed and filed by the Court pursuant to  
16 this Stipulation following the Final Approval Hearing.

17 2.11 "Notice of Settlement" means the information provided to Class Members to  
18 notify them of the Settlement, a copy of which is attached hereto as **Exhibit 1**.

19 2.12 "Parties" means Defendant and the Plaintiffs.

20 2.13 "Preliminary Approval Date" means the date the Court enters an Order approving  
21 the Stipulation of Settlement, and the exhibits thereto, and providing for notice to the Class, an  
22 opportunity to submit timely objections to the settlement, and setting a hearing on the fairness of  
23 the terms of settlement, including approval of Class Counsel's attorneys' fees and costs.

24 2.14 "Released Claims" shall mean any and all claims, whether known or unknown,  
25 and whether anticipated or unanticipated, including unknown claims covered by California Civil  
26 Code Section 1542, as quoted in Section 5.6.2, below, arising from the events alleged in  
27 Plaintiffs' First Amended Complaint.

28 2.15 "Released Class Claims" shall mean any and all claims for injunctive or equitable

1 relief, whether known or unknown, and whether anticipated or unanticipated, including unknown  
2 claims covered by California Civil Code Section 1542, as quoted in Section 5.6.2, below, arising  
3 from the events alleged in Plaintiffs' First Amended Complaint.

4 2.16 "Settlement Class Member" or "Settlement Class" means all persons injured by  
5 tear gas deployed by the Oakland Police Department or its mutual aid partners during the George  
6 Floyd protests on May 29-31, and June 1, 2020, while protesting peacefully in the City of  
7 Oakland, with respect to their claims against the City of Oakland for violations of their rights  
8 under the First Amendment, Fourth Amendment (excessive force), and Fourteenth Amendment  
9 to the United States Constitution and their state law claims of assault and battery, negligence,  
10 and violation of the Bane Act (Civil Code § 52.1).

11 2.17 "Settling Parties" means Defendant City of Oakland, Plaintiffs, and the Settlement  
12 Class.

13 2.18 "Stipulation of Settlement" or "Stipulation" or "Settlement" shall mean this Joint  
14 Stipulation of Settlement and Release, signed by counsel for all of the Parties, which shall  
15 supersede and make inoperative any prior settlement discussions or agreements between the  
16 Parties.

17 **3. CLASS COUNSEL AND CLASS REPRESENTATIVES' POSITION**

18 3.1 Based on their own independent investigations and evaluations, Class Counsel is  
19 of the opinion that the Settlement with Defendant for the consideration and terms set forth  
20 herein, considering the class claims, and the risk of loss, is fair, reasonable, and adequate in light  
21 of all known facts and circumstances, and is in the best interests of the Settlement Class.

22 3.2 Class Counsel has weighed the benefits of the permanent injunctive relief under  
23 the Settlement to the Settlement Class against the expenses and length of continued proceedings  
24 that would be necessary to prosecute the Action against Defendants through trial and possible  
25 appeals. Class Counsel has also taken into account the uncertain outcome and risk of any  
26 litigation, especially in complex actions such as class actions, as well as the difficulties and delay  
27 inherent in such litigation. As a result, Class Counsel has determined that the settlement set forth  
28 in this Stipulation of Settlement is in the best interests of the Settlement Class.

1       **4.       DEFENDANT’S POSITION**

2           4.1       Defendant specifically and generally denies any and all liability or wrongdoing of  
3 any sort with regard to the claims alleged, makes no concessions or admissions of liability of any  
4 sort, and contends that for any purpose other than Settlement, the Action is not appropriate for  
5 class action treatment. Nonetheless, Defendant has concluded that further conduct of the Action  
6 would likely be protracted, distracting and expensive, and that it is desirable that the Action be  
7 fully and finally settled in the manner and upon the terms and conditions set forth in this  
8 Stipulation. Defendant has also taken into account the uncertainty and risks inherent in any  
9 litigation. Defendant has therefore determined that it is desirable and beneficial to settle the  
10 Action in the manner and upon the terms and conditions set forth in this Stipulation.

11           4.2       Neither this Stipulation of Settlement, nor any document referred to in it, nor any  
12 actions taken pursuant to this Stipulation of Settlement, is or should be construed as an admission  
13 by any defendant of any fault, wrongdoing, or liability whatsoever. Nor should the Stipulation of  
14 Settlement be construed as an admission that Plaintiffs and the purported class meet any of the  
15 class action elements contained in Fed. R. Civ. P. 23, except as previously determined by the  
16 Court in its Order certifying the class. (Dkt. 149.) There has been no final determination by any  
17 court as to the merits of the claims asserted by Plaintiffs against Defendants or as to whether a  
18 class action should continue to be certified.

19           4.3       Defendant and its counsel have concluded that it is desirable that the Action be  
20 settled in a manner and upon such terms and conditions set forth herein in order to avoid further  
21 expense, inconvenience and distraction of further legal proceedings, and the risk of the outcome  
22 of the Action. Therefore, Defendant has determined that it is desirable and beneficial to resolve  
23 the claims in the Action.

24       **5.       OPERATIVE TERMS OF SETTLEMENT**

25       The Parties to this case agree as follows:

26           5.1       Class Certification

27           5.1.1    The Parties stipulate, for settlement purposes only, to the continued  
28 certification of the Class.

1                   5.1.2 If, for any reason, the Court does not approve this Stipulation, fails to  
2 enter the Judgment, or if this Stipulation is terminated for any other reason, Defendant shall, and  
3 hereby does, retain the right to dispute the appropriateness of continued class certification.

4                   5.2     Damages Claims of Individual Plaintiffs

5                   5.2.1 Defendant shall pay the following amounts to individual plaintiffs in  
6 settlement of their claims for damages:

7	Plaintiff Sean Canaday	\$15,000.00
	Plaintiff Michael Cohen	\$5,000.00
8	Plaintiff Michael Cooper	\$8,500.00
	Plaintiff Andrea Costanzo	\$8,500.00
9	Plaintiff Jonathan Farmer	\$8,500.00
	Plaintiff Lindsey Filowitz	\$45,000.00
10	Plaintiff Danielle Gaito	\$16,500.00
	Plaintiff Katie Johnson	\$8,500.00
11	Plaintiff Jennifer Li	\$25,000.00
	Plaintiff Ian McDonnell	\$12,500.00
12	Plaintiff Melissa Miyara	\$8,500.00
	Plaintiff Leila Mottley	\$5,000.00
13	Plaintiff Niko Nada	\$12,500.00
	Plaintiff Azize Ngo	\$2,500.00
14	Plaintiff Nicole Puller	\$12,500.00
	Plaintiff Maria Ramirez	\$12,500.00
15	Plaintiff Akil Riley	\$8,500.00
	Plaintiff Aaron Rogachevsky	\$12,500.00
16	Plaintiff Tara Rose	\$20,000.00
	Plaintiff Daniel Sanchez	\$25,000.00
17	Plaintiff Christina Stewart	\$12,500.00
	Plaintiff Tayah Stewart	\$12,500.00
18	Plaintiff Katherine Sugrue	\$10,000.00
	Plaintiff Celeste Wong	\$12,500.00
19	Plaintiff Qiaochu Zhang	\$5,000.00

20                   Organizational plaintiffs Anti Police-Terror Project and Community Ready Corps did not  
21 seek monetary damages in this Action and shall receive none in settlement.

22                   5.2.2 Because this case is certified as a class action with respect to injunctive  
23 relief only, and settlement of Plaintiffs' claims on a class basis is with respect to Plaintiffs'  
24 claims for injunctive relief only, Court approval of Plaintiffs' individual claims for damages is  
25 not necessary. However, should the Court refuse to grant Final Approval of this Stipulation of  
26 Settlement, this Stipulation of Settlement will be void *ab initio*, as described below in Section  
27 6.3.5.

28                   5.2.3 The damages claims of Plaintiff Lindsey Morris have not settled and are



1 not included within this Stipulation. However, this Stipulation settles and releases Plaintiff  
2 Morris's claims for injunctive relief, and for attorneys' fees and costs.

3 5.2.4 No claims of Plaintiff Ashwin (James) Rupan are included within this  
4 Stipulation. The Court granted the motion of plaintiffs' counsel to withdraw from representing  
5 Plaintiff Rupan.

6 5.3 Non-Monetary Terms of Settlement. As part of the settlement, and for good and  
7 valuable consideration, the Parties stipulate and request that the Court issue an order for  
8 permanent injunctive relief in this case as follows:

9 5.3.1 Continuing Jurisdiction: Compliance with this Permanent Injunction shall  
10 be subject to the Court's continuing jurisdiction for a period of five years.  
11 During that period, in the event that any party asserts that another party is  
12 failing or has failed to abide by the terms of this Order, the parties shall  
13 promptly enter into discussions in an effort to resolve that dispute. If the  
14 dispute is not resolved and reduced to a written agreement within 30  
15 calendar days of the notification, or another timeline agreed to in writing  
16 by the parties, any party may invoke the jurisdiction of this Court. The  
17 Court shall schedule such proceedings as may be necessary to hear and  
18 resolve the dispute and to enter a final and binding order on said matter.

15 5.3.2 Injunctive Relief: Except as expressly modified below, OPD shall follow  
16 the provisions of Training Bulletin III-G, OPD Crowd Control and Crowd  
17 Management (2013) in all respects, including but not limited to the  
18 provisions of Section IX, "Mutual Aid & Multi-Agency Coordination." In  
19 addition to the information and materials specified therein for distribution  
20 to mutual aid agencies, OPD will provide copies of this Order to all such  
21 agencies. During the period of the Court's continuing jurisdiction, in the  
22 event that OPD chooses to modify Training Bulletin III-G, it shall give  
23 counsel for plaintiffs advance notification of such changes and shall meet  
24 and confer with plaintiffs' counsel regarding such changes before  
25 implementing them. In the event counsel for plaintiffs believe that such  
26 changes violate the substantive provisions of this Order they may invoke  
27 the Court's jurisdiction pursuant to Section 5.3.1, above.

22 5.3.3 Every OPD police officer shall wear a badge, nameplate, or other device  
23 on the outside of his or her uniform or helmet which bears the  
24 identification number or name of the officer as required by Penal Code §  
25 830.10, at all times while engaged in law enforcement activities in  
26 connection with any demonstration or crowd event in the City of Oakland.

25 5.3.4 Every OPD police officer shall utilize a Personal Digital Recording  
26 Device (PDRD) and shall have that device activated whenever taking any  
27 enforcement action or when ordered to activate their PDRD by a  
28 supervisor or commander during a crowd control situation in the City of  
Oakland.

27 5.3.5 No OPD police officer shall use a motorcycle, police vehicle, dog, or  
28 horse for crowd dispersal in connection with any demonstration or crowd

1 event in the City of Oakland. Motorcycles, police vehicles, and horses  
2 may be used for purposes of observation, visible deterrence, traffic  
control, transportation, and area control in connection with any  
demonstration or crowd event.

3 5.3.6 No OPD police officer shall use stinger grenades, wooden bullets or  
4 wooden batons, rubber bullets or rubber batons, or pepper balls in  
connection with any demonstration or crowd event in the City of Oakland.

5 5.3.7 No OPD police officer shall use tear gas or other crowd control chemical  
6 agents, including orthochlorobenzalmalononitrile, for purposes of crowd  
7 management, crowd control, or crowd dispersal in connection with any  
demonstration or crowd event in the City of Oakland except subject to all  
of the following:

8 (a) Crowd control chemical agents shall not be used in demonstrations  
9 or other crowd events without the authorization of a commanding  
officer or incident commander.

10 (b) Crowd control chemical agents shall only be used if the use is  
11 objectively reasonable to defend against a threat to life or serious  
12 bodily injury to any individual, including any peace officer, or to  
13 bring an objectively dangerous and unlawful situation safely and  
14 effectively under control. As an example, an isolated incident of  
vandalism, without more, does not rise to the level of an  
objectively dangerous and unlawful situation sufficient to justify  
the use of crowd control chemical agents.

15 (c) Crowd control chemical agents shall only be used if other  
16 alternatives to force, including but not limited to extraction,  
17 encirclement, and multiple simultaneous arrests or police  
formations have been attempted, when objectively reasonable, and  
have failed.

18 (d) Crowd control chemical agents shall not be used for crowd control  
19 without first giving audible warnings to the crowd when  
objectively reasonable to do so, and an objectively reasonable  
opportunity to disperse.

20 (e) An objectively reasonable effort must be made to identify persons  
21 engaged in violent acts and those who are not, and crowd control  
22 chemical agents must be targeted only towards those individuals  
engaged in violent acts. Crowd control chemical agents shall be  
23 deployed to explode at a safe distance from the crowd to minimize  
the risk of personal injury. Incidental impacts on peaceful  
24 protestors, bystanders, medical personnel, journalists, or other  
unintended targets shall be minimized.

25 (f) If crowd control chemical agents are contemplated in crowd  
26 situations, OPD shall have medical personnel on site prior to their  
use and shall make provision for decontamination and medical  
27 screening to those persons affected by the chemical agent(s).  
Medical assistance shall be promptly provided for injured persons  
28 when it is reasonable and safe to do so. An objectively reasonable  
effort will be made to extract individuals in distress.

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(g) Members shall use the minimum amount of chemical agent necessary to obtain compliance in accordance with Department General Order K-3, USE OF FORCE.

5.3.8 No OPD police officer shall use Direct Fired Specialty Impact Less-Lethal Munitions (SIM) for purposes of crowd management, crowd control, or crowd dispersal in connection with any demonstration or crowd event in the City of Oakland.

5.3.9 Beginning no later than 90 days after the Court's Order approving this Permanent Injunction and no less than every 18 months thereafter during the period of the Court's continuing jurisdiction, OPD shall conduct a special training session for the Chief of Police, all Deputy and Assistant Chiefs, Incident Commanders, Operations Commanders, and Tango Team members concerning Training Bulletin III-G and this Injunction. Plaintiffs' counsel shall be provided the opportunity to provide input into the curriculum for the special training sessions and to attend those sessions.

5.3.10 No later than 90 days after the Court's Order approving this Permanent Injunction, OPD shall conduct a special training session for all officers who may be assigned to participate in law enforcement duties in connection with protests and demonstrations on the proper writing of incident reports. That training shall include explicit prohibition on the use of boilerplate and inaccurate or misleading language in such reports. Thereafter this training shall be incorporated into OPD's Report Writing Manual and regular training on writing incident reports.

5.3.11 On any occasion in which the Oakland Police Department requests mutual law enforcement aid for large demonstrations and mass gatherings, OPD shall do the following:

(a) OPD shall ensure mutual aid agencies are briefed on OPD's Crowd Control Policy.

(b) OPD shall brief mutual aid agencies on OPD's Unity of Command structure and, to the extent possible, ensure mutual aid agencies are in agreement with it.

(i) Under OPD's Unity of Command structure, only OPD Commanders may authorize the use of chemical agents for crowd control and dispersal. However, OPD officers and mutual aid officers may use reasonable or necessary force as allowed by law against an individual in self-defense or in defense of another person or officer.

(c) OPD shall inventory the types of less-lethal crowd control weapons brought by mutual aid agencies. Should a mutual aid agency bring less-lethal crowd control weapons that are not authorized under OPD's Crowd Control Policy, OPD shall do the following:

(i) Require those agencies to quarantine the weapons that are not authorized; or

(ii) Assign officers of those agencies to support functions that will not have primary contact with crowds and thus are not

1 likely to involve the use of crowd control weapons not  
2 authorized by OPD, unless there is a public safety  
emergency.

3 (d) While OPD cannot direct or control all uses of force by officers of  
4 mutual aid agencies, to the extent possible, OPD shall ensure that  
officers of mutual aid agencies do not use weapons or force that is  
prohibited under OPD's Crowd Control Policy.

5 5.3.12 Additional Terms Regarding Permanent Injunctive Relief: The terms of  
6 permanent injunctive relief set forth in this Section 5.3 shall be  
7 incorporated into the Court's Order of Final Approval (and associated  
8 entry of Judgment), and constitute all of the permanent injunctive  
relief in this case. As of the Effective Date, these terms of permanent injunctive  
relief shall take effect, and the preliminary injunction issued by the Court  
shall cease to have any legal effect.

9 5.4 Dismissal of Individual Defendants

10 5.4.1 As a condition of this Stipulation, Plaintiffs agree to dismiss with  
11 prejudice all claims asserted against Defendants Susan Manheimer, Patrick Gonzales, Maxwell  
12 D'Orso, and Casey Fought. The Judgment will be entered against Defendant City of Oakland  
13 only.

14 5.5 Attorneys' Fees and Costs

15 5.5.1 Class Counsel shall apply to the Court for an award of reasonable  
16 attorneys' fees and costs in the amount of \$1,200,000, which encompasses all attorneys' fees and  
17 costs incurred in connection with this Action. The Parties have engaged in vigorous, arms-  
18 length, and non-collusive negotiations over the amount of attorneys' fees and costs and have  
19 substantially modified their positions in the course of such negotiations. The plaintiffs request  
20 the Court to approve the award in the amount of \$1,200,000 in attorneys' fees and costs to Class  
21 Counsel. Defendant does not oppose this request.

22 5.6 Releases

23 5.6.1 Upon Final Approval and entry of Judgment, Plaintiffs shall be deemed to  
24 have fully, finally, and forever released Defendants from all of the Released Claims. The Parties  
25 further stipulate that upon Final Approval and entry of Judgment, the Parties, including all  
26 Settlement Class Members, shall be bound by the Judgment and barred and collaterally estopped  
27 from subsequent litigation of the Released Class Claims.  
28

1                   5.6.2 With respect to the Released Claims, each of the Plaintiffs, and with  
2 respect to the Released Class Claims, each Settlement Class Member, shall be deemed to have  
3 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,  
4 and benefits he/she/they may otherwise have had pursuant to Section 1542 of the California Civil  
5 Code, which provides as follows:

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

10                   5.6.3 This Stipulation of Settlement may be pleaded as a full and complete  
11 defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or  
12 attempted with respect to any of the Released Claims or any of the Released Class Claims, and  
13 may be filed, offered and received into evidence and otherwise used by Defendant for such  
14 defense and/or in support of injunctive relief against any such action, suit or other proceeding.

15                   5.6.4 The above releases shall take effect unconditionally upon the Effective  
16 Date.

## 17                   **6. NOTICE TO CLASS PROCEDURE**

### 18                   6.1 Preliminary Approval

19                   6.1.1 Class Counsel shall submit to the Court this Joint Stipulation of Settlement  
20 and Release and exhibits thereto for preliminary approval by the Court. Class Counsel will  
21 prepare and file the Preliminary Approval papers for the Court, subject to Defendant's prior  
22 review and approval. The Court's preliminary approval of this Settlement shall be embodied in  
23 an Order preliminarily approving the Settlement and providing for notice of the Settlement to be  
24 provided to the Class.

### 25                   6.2 Notice and Objections

26                   6.2.1 Class Counsel will provide notice of this Settlement: (a) on the website  
27 for the Siegel, Yee, Brunner & Mehta law firm, (b) on the website for Plaintiff Anti Police-  
28 Terror Project, (c) on the website for the National Lawyers Guild, and (d) via social media in a  
manner calculated to reach as many Settlement Class Members as is reasonably possible.

1                   6.2.2 Notice will be provided in substantially the same terms as described in  
2 **Exhibit 1** hereto, and as may be modified by the Court in its Order granting preliminary  
3 approval, and which will also set the date for the Final Approval Hearing.

4                   6.2.3 Notice will be published within seven days of the Order granting  
5 preliminary approval. Settlement Class Members will have a period of 30 days from the  
6 publishing of notice within which to file written objections with the Clerk of Court and to give  
7 notice if they intend to appear at the Final Approval Hearing.

8                   6.3 **Final Approval**

9                   6.3.1 Prior to the Final Approval Hearing, Plaintiffs will move the Court for  
10 entry of the Order of Final Approval (and associated entry of Judgment): (a) finding the  
11 Settlement fair, reasonable, adequate, and in the best interests of the Settlement Class Members,  
12 (b) approving Class Counsel's application for an award of attorneys' fees and costs, and (c)  
13 dismissing the Action and releasing and barring any further Released Class Claims by Settlement  
14 Class Members. The Parties and their respective counsel shall make all reasonable efforts to  
15 secure entry of the Order of Final Approval. The proposed Order of Final Approval (and the  
16 associated proposed Judgment) shall be filed with the Court with the motion for Final Approval,  
17 or as otherwise directed by the Court.

18                   6.3.2 Prior to the Final Approval Hearing, concurrent with or prior to the motion  
19 for final approval, Class Counsel shall file a motion seeking approval of attorneys' fees and costs  
20 as set forth in this Stipulation. Class Representatives and Class Counsel agree that they shall be  
21 responsible for justifying to the Court the amounts of the attorneys' fees and costs, and they  
22 agree to submit, as appropriate, the necessary materials to justify these payments. Defendant  
23 will not oppose the amount of the attorneys' fees and costs, so long as they are consistent with  
24 this Stipulation. If the Court (or any appellate court) awards less than the amount requested for  
25 attorneys' fees and/or costs, only the awarded amounts shall be paid and shall constitute  
26 satisfaction of the obligations of Defendant under this Stipulation.

27                   6.3.3 Defendant shall have the sole right to void and withdraw from this  
28 Agreement if at any time prior to the Final Approval Date: (a) the Court makes an order

1 inconsistent with any of the material terms of this Agreement; or (b) any pending litigation or  
2 litigation filed prior to the Final Approval Date in any way prevents this Agreement from  
3 resolving all claims identified in the Released Claims or Released Class Claims, as defined  
4 herein; or (c) Plaintiffs or Class Counsel breaches this Agreement.

5           6.3.4 If an appeal results in an order materially modifying, setting aside, or  
6 vacating any portion of the Stipulation, with the exception of any modification of the amount of  
7 attorneys' fees or costs to be paid to Class Counsel, each Party adversely impacted by the order  
8 shall have the absolute right, at its sole discretion, to treat such order as an event permanently  
9 preventing Final Approval. To exercise this right, the Party must inform the other Party, in  
10 writing, of the exercise of this right, within ten (10) business days of receiving notice of any  
11 order modifying, setting aside, or vacating any such portion of the Stipulation. Before either  
12 Party elects to exercise its right to treat such order as an event permanently preventing Final  
13 Approval, that Party must meet and confer in good faith with the other Party to determine if an  
14 agreement can be reached modifying this Settlement to the mutual satisfaction of the Parties.

15           6.3.5 If the Final Approval or Final Judgment does not occur, or if this  
16 Stipulation is terminated or canceled pursuant to its terms, the Parties to this Stipulation shall be  
17 deemed to have reverted to their respective status as of the date and time immediately prior to the  
18 execution of this Stipulation and this Stipulation shall be deemed void *ab initio*. In such an  
19 event, if this Stipulation is not approved by the Court substantially in the form agreed to by the  
20 Parties, or if the Settlement set forth in the Stipulation is terminated, cancelled, declared void, or  
21 fails to become effective in accordance with its terms, or if the Judgment does not become a  
22 Final Judgment, or if the Final Approval Date does not occur, this Stipulation (except for those  
23 provisions relating to non-admission or denial of liability set forth herein) shall be deemed null  
24 and void, its terms and provisions shall have no further force and effect with respect to the  
25 Settling Parties and shall not be used in this Action or in any other proceeding for any purpose,  
26 and any Judgment or order entered by the Court in accordance with the terms of the Stipulation  
27 shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this  
28 Stipulation, no order of the Court, or modification or reversal on appeal of any order of the

1 Court, reducing the amount of any attorneys' fees or costs to be paid by Defendant to Class  
2 Counsel shall constitute grounds for cancellation or termination of the Stipulation, or grounds for  
3 limiting any other provision of the Judgment.

4 6.4 Distribution of the Settlement Proceeds

5 6.4.1 Within thirty (30) days after the Effective Date, Defendant shall pay to  
6 Plaintiffs' counsel the amounts for damages to Plaintiffs set forth above in Section 5.2.1, and the  
7 amount ordered by the Court for Plaintiffs' attorneys' fees and costs.

8 **7. MISCELLANEOUS PROVISIONS**

9 7.1 Neither the acceptance nor the performance by Defendant of the terms of this  
10 Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to be,  
11 construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations  
12 in the operative Complaint, the representative character of the Action, the validity of any of the  
13 claims that were or could have been asserted by Plaintiffs and/or Settlement Class Members in  
14 the Action, or of any liability or guilt of Defendants in the Action. Nothing in this Stipulation  
15 shall be construed to be or deemed an admission by Defendants of any liability, culpability,  
16 negligence, or wrongdoing toward Plaintiffs, the Settlement Class Members, or any other person,  
17 and Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing toward  
18 Plaintiffs, the Settlement Class Members, and any other person. Each of the Parties has entered  
19 into this Stipulation with the intention to avoid further disputes and litigation with the attendant  
20 inconvenience, expenses, and contingencies.

21 7.2 The Parties agree to cooperate fully with one another to accomplish and  
22 implement the terms of this Settlement. Such cooperation shall include, but not be limited to,  
23 execution of such other documents and the taking of such other action as may reasonably be  
24 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise  
25 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that  
26 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms  
27 set forth herein.

28 7.3 Unless otherwise specifically provided herein, all notices, demands, or other



1 communications given hereunder shall be in writing and shall be deemed to have been duly  
2 given as of the third business day after mailing by United States certified mail, return receipt  
3 requested, addressed as follows:

4 To the Class Counsel:  
5 Dan Siegel  
6 Jane Brunner  
7 Sonya Mehta  
8 EmilyRose Johns  
9 Chan Kim  
10 Siegel, Yee, Brunner & Mehta  
11 475 14th Street, Suite 500  
12 Oakland, CA 94612

13 To Defendant:  
14 Barbara J. Parker  
15 Maria Bee  
16 Kevin P. McLaughlin  
17 Montana B. Baker  
18 Office of the Oakland City Attorney  
19 One Frank H. Ogawa Plaza, 6th Floor  
20 Oakland, CA 94612

21 7.4 The Parties hereto agree that the terms and conditions of this Stipulation of  
22 Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and  
23 that this Stipulation shall not be construed in favor of or against any Party by reason of the extent  
24 to which any Party or its counsel participated in the drafting of this Stipulation.

25 7.5 Neither Class Counsel nor any other attorneys acting for, or purporting to act for,  
26 the Class, Settlement Class Members, or Plaintiffs, may recover or seek to recover any amounts  
27 for fees, costs, or disbursements from Defendant except as expressly provided herein.

28 7.6 This Stipulation may not be changed, altered, or modified, except in writing  
signed by the Parties hereto and approved by the Court. This Stipulation may not be discharged  
except by performance in accordance with its terms or by a writing used by the Parties hereto.

7.7 This Stipulation shall be binding upon and inure to the benefit of the Parties  
hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

7.8 Because the members of the Settlement Class are numerous, the Parties agree that  
it is impossible or impractical to have each Settlement Class Member sign this Stipulation. It is

1 agreed therefore, that for purposes of seeking approval of the Class Settlement, this Stipulation  
2 of Settlement may be executed on behalf of the Settlement Class by Class Counsel and the Class  
3 Representatives.

4 7.9 This Stipulation shall become effective upon its execution by all of the  
5 undersigned. The Parties may execute this Stipulation in counterparts, and execution of  
6 counterparts shall have the same force and effect as if all Parties had signed the same instrument.

7 7.10 The Court shall retain jurisdiction with respect to the implementation and  
8 enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of the  
9 Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.  
10 Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

11 7.11 Paragraph titles or captions contained in this Stipulation are inserted as a matter of  
12 convenience and for reference, and in no way define, limit, extend, or describe the scope of this  
13 Stipulation, or any provision thereof.

14 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and  
15 their duly authorized attorneys, as of the day and year herein set forth.

16 DATED: \_\_\_\_\_, 2022

Anti Police-Terror Project, Plaintiff

Its: \_\_\_\_\_

18  
19 DATED: AUGUST 2, 2022

Community Ready Corps, Plaintiff

Its: FOUNDER

21 DATED: 7/29, 2022

Sean Canaday, Plaintiff

23 DATED: \_\_\_\_\_, 2022

Michael Cohen, Plaintiff

25 DATED: 7/15, 2022

Michael Cooper, Plaintiff and Class Representative

27 DATED: \_\_\_\_\_, 2022

Andrea Costanzo, Plaintiff

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DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Danielle Gaito, Plaintiff

DATED: 7/28/22, 2022

  
Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Melissa Miyara, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

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Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Aaron Rogachevsky, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

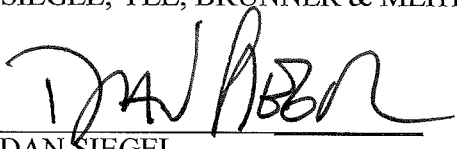
\_\_\_\_\_  
Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022      BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.

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DATED: Aug 4, 2022 SIEGEL, YEE, BRUNNER & MEHTA

By:   
DAN SIEGEL  
Attorneys for Plaintiffs and the Certified Class

1 agreed therefore, that for purposes of seeking approval of the Class Settlement, this Stipulation  
2 of Settlement may be executed on behalf of the Settlement Class by Class Counsel and the Class  
3 Representatives.

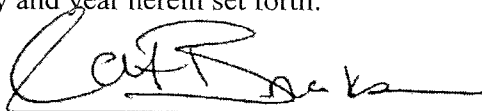
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11 7.11 Paragraph titles or captions contained in this Stipulation are inserted as a matter of  
12 convenience and for reference, and in no way define, limit, extend, or describe the scope of this  
13 Stipulation, or any provision thereof.

14 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and  
15 their duly authorized attorneys, as of the day and year herein set forth.

16 DATED: July 27, 2022



Anti Police-Terror Project, Plaintiff  
Its: Executive Director

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19 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Community Ready Corps, Plaintiff  
Its: \_\_\_\_\_

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21 DATED: \_\_\_\_\_, 2022

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Sean Canaday, Plaintiff

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23 DATED: \_\_\_\_\_, 2022

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Michael Cohen, Plaintiff

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25 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Michael Cooper, Plaintiff and Class Representative

26  
27 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Andrea Costanzo, Plaintiff

28

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15 their duly authorized attorneys, as of the day and year herein set forth.

16 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Anti Police-Terror Project, Plaintiff  
Its: \_\_\_\_\_

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19 DATED: \_\_\_\_\_, 2022

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Community Ready Corps, Plaintiff  
Its: \_\_\_\_\_

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21 DATED: \_\_\_\_\_, 2022

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Sean Canaday, Plaintiff

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23 DATED: 7/25/2022, 2022

  
\_\_\_\_\_  
Michael Cohen, Plaintiff

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25 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Michael Cooper, Plaintiff and Class Representative

26  
27 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Andrea Costanzo, Plaintiff

28

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14 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and  
15 their duly authorized attorneys, as of the day and year herein set forth.

16 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Anti Police-Terror Project, Plaintiff  
Its: \_\_\_\_\_

19 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Community Ready Corps, Plaintiff  
Its: \_\_\_\_\_

21 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Sean Canaday, Plaintiff

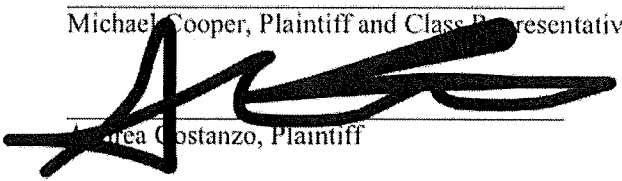
23 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Michael Cohen, Plaintiff

25 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Michael Cooper, Plaintiff and Class Representative

27 DATED: **7/18/22**, 2022

  
\_\_\_\_\_  
Maria Costanzo, Plaintiff



*Farmer*

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DATED: July 17, 2022

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Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

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Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

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Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

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Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

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Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Melissa Miyara, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

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Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

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Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

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Johnathan Farmer, Plaintiff and Class Representative

DATED: August 1 \_\_\_\_\_, 2022

  
\_\_\_\_\_  
Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

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Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

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Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

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DATED: \_\_\_\_\_, 2022

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DATED: \_\_\_\_\_, 2022

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Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: \_\_\_\_\_, 2022

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Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

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Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

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Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

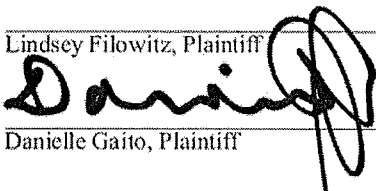
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Maria Ramirez, Plaintiff and Class Representative

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\_\_\_\_\_  
Johnathan Farmer, Plaintiff and Class Representative

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Lindsey Filowitz, Plaintiff

  
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Danielle Gaito, Plaintiff

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Katie Johnson, Plaintiff

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Jennifer Li, Plaintiff

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Ian McDonnell, Plaintiff

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Melissa Miyara, Plaintiff

\_\_\_\_\_  
Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

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Leila Mottley, Plaintiff and Class Representative

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Niko Nada, Plaintiff

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Azize Ngo, Plaintiff

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Nicole Puller, Plaintiff

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Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Filowitz, Plaintiff

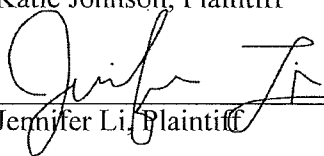
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Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Katie Johnson, Plaintiff

DATED: 7/26/2022, 2022

\_\_\_\_\_  
  
Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

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Melissa Miyara, Plaintiff

DATED: \_\_\_\_\_, 2022

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DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

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Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

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Danielle Gaito, Plaintiff


DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Jennifer Li, Plaintiff

DATED: **07/25**, 2022

\_\_\_\_\_  
  
Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Melissa Miyara, Plaintiff

DATED: \_\_\_\_\_, 2022

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Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

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Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

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Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

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Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

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Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

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Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

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Ian McDonnell, Plaintiff

DATED: July 25th, 2022

  
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Melissa Miyara, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

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Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

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Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

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Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

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Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

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Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

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Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

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Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Melissa Miyara, Plaintiff

DATED: July 29, 2022, 2022

Lindsey Morris  
Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

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Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

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Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

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Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

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Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

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Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

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Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

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Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

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Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

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Melissa Miyara, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: July 23, 2022

*Leila Mottley*  
\_\_\_\_\_  
Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

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Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

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Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

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Maria Ramirez, Plaintiff and Class Representative



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DATED: \_\_\_\_\_, 2022

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Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

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Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

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Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

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Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

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Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Melissa Miyara, Plaintiff

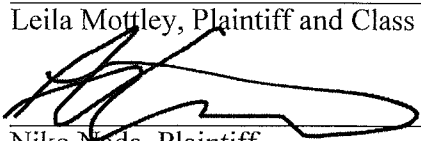
DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: \_\_\_\_\_, 2022

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Leila Mottley, Plaintiff and Class Representative

DATED: 7.17, 2022

  
\_\_\_\_\_  
Niko Nada, Plaintiff

DATED: \_\_\_\_\_, 2022

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Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

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Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

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Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

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Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

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Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

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Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

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Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

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Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

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Melissa Miyara, Plaintiff

DATED: \_\_\_\_\_, 2022

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Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

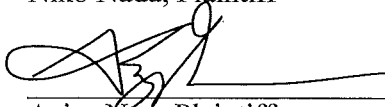
DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Niko Nada, Plaintiff

DATED: 08,02, 2022

  
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Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022

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Nicole Puller, Plaintiff

DATED: \_\_\_\_\_, 2022

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Maria Ramirez, Plaintiff and Class Representative

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Johnatan P. ...  
Representative

Lindsey Filowitz, Plaintiff

Danielle Gaito, Plaintiff

Katie Johnson, Plaintiff

Jennifer Li, Plaintiff

Ian McDonnell, Plaintiff

Melissa Miyara, Plaintiff

Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

Leila Mottley, Plaintiff and Class Representative

Niko Nada, Plaintiff

Azize Ngo, Plaintiff

  
Nicole Puller, Plaintiff

Maria Ramirez, Plaintiff and Class Representative

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DATED: \_\_\_\_\_, 2022

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Johnathan Farmer, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Lindsey Filowitz, Plaintiff

DATED: \_\_\_\_\_, 2022

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Danielle Gaito, Plaintiff

DATED: \_\_\_\_\_, 2022

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Katie Johnson, Plaintiff

DATED: \_\_\_\_\_, 2022

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Jennifer Li, Plaintiff

DATED: \_\_\_\_\_, 2022

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Ian McDonnell, Plaintiff

DATED: \_\_\_\_\_, 2022

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Melissa Miyara, Plaintiff

DATED: \_\_\_\_\_, 2022

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Lindsey Morris, Plaintiff, as to injunctive relief and attorneys' fees and costs only

DATED: \_\_\_\_\_, 2022

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Leila Mottley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Niko Nada, Plaintiff

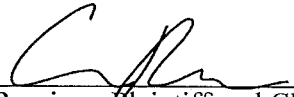
DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Azize Ngo, Plaintiff

DATED: \_\_\_\_\_, 2022


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Nicole Puller, Plaintiff

DATED: July 7, 2022

  
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Maria Ramirez, Plaintiff and Class Representative

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DATED: July 7, 2022

  
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Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Aaron Rogachevsky, Plaintiff

DATED: \_\_\_\_\_, 2022

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Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

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Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

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Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

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Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

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Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022      BARBARA J. PARKER, City Attorney


By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.

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DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Akil Riley, Plaintiff and Class Representative

DATED: 08/01, 2022

  
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Aaron Rogachevsky, Plaintiff

DATED: \_\_\_\_\_, 2022

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Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

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Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

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Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

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Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

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Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022      BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.

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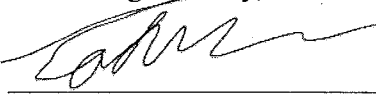
DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Aaron Rogachevsky, Plaintiff

DATED: 7/28/22, 2022

  
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Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

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Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

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Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

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Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

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Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022      BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.

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DATED: \_\_\_\_\_, 2022

Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

Aaron Rogachevsky, Plaintiff

DATED: \_\_\_\_\_, 2022

Tara Rose, Plaintiff

DATED: 07/08, 2022

Daniel Sanchez  
Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.



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DATED: \_\_\_\_\_, 2022

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Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Aaron Rogachevsky, Plaintiff

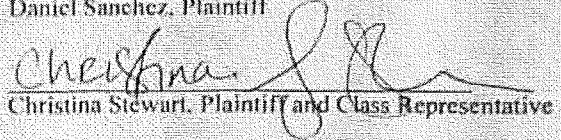
DATED: \_\_\_\_\_, 2022

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Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

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Daniel Sanchez, Plaintiff

DATED: 8/1/\_\_\_\_\_, 2022

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Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

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Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

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Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.

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DATED: \_\_\_\_\_, 2022

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Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Aaron Rogachevsky, Plaintiff

DATED: \_\_\_\_\_, 2022

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Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

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Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

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Christina Stewart, Plaintiff and Class Representative

DATED: 8/1/2022, 2022

  
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Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

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Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

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Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022      BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.

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DATED: \_\_\_\_\_, 2022

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Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Aaron Rogachevsky, Plaintiff

DATED: \_\_\_\_\_, 2022

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Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

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Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

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Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Tayah Stewart, Plaintiff and Class Representative

DATED: 7/28/22, 2022

*Kate Sugrue*  
\_\_\_\_\_  
Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

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Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

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Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022      BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.

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DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Aaron Rogachevsky, Plaintiff

DATED: \_\_\_\_\_, 2022

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Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

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Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

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Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

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Katherine Sugrue, Plaintiff

DATED: July 17<sup>th</sup>, 2022

  
\_\_\_\_\_  
Celeste Wong, Plaintiff

DATED: \_\_\_\_\_, 2022

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Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022      BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.

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DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Akil Riley, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Aaron Rogachevsky, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Tara Rose, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Daniel Sanchez, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Christina Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Tayah Stewart, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Katherine Sugrue, Plaintiff

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Celeste Wong, Plaintiff

DATED: July 15, 2022

  
\_\_\_\_\_  
Qiaochu Zhang, Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2022      BARBARA J. PARKER, City Attorney

By: \_\_\_\_\_  
KEVIN P. MCLAUGHLIN, Sup. Deputy City Attorney  
Attorneys for Defendants  
CITY OF OAKLAND, et al.