

## **SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASES**

This Settlement Agreement and Mutual General Release (“Agreement”) is made by Tanya Faison and Sonia Lewis (collectively, “Plaintiffs”), on the one hand, and Scott R. Jones, individually and as the Sheriff of Sacramento County (“Jones”), on the other hand. Plaintiffs and Jones are referred to collectively as the “Parties,” and individually as a “Party.” This Agreement is made as of the date last signed a Party (the “Agreement Date”).

**WHEREAS**, Plaintiffs filed an action against Jones, individually and as the Sheriff of Sacramento County, in the United States District Court for the Eastern District of California, entitled *Tanya Faison and Sonia Lewis v. Scott Jones*, Case No. 2:19-at-00082 (the “Action”), on January 30, 2019, alleging that Jones violated their constitutional rights by banning them from a Facebook Page appearing under the name “Sheriff Scott Jones” (the “Sheriff Scott Jones Facebook Page” or the “Page”) and deleting Plaintiffs’ comments from that Page;

**WHEREAS**, Jones has disputed Plaintiffs’ claims and maintains that no portion of the Page is a public forum and Plaintiffs’ constitutional rights were not violated;

**WHEREAS**, Plaintiffs filed a motion for preliminary injunction on March 20, 2019, and on February 21, 2020, the court granted Plaintiffs’ motion for preliminary injunction and ordered Jones to unban Plaintiffs from the Sheriff Scott Jones Facebook Page, retain them in unbanned status, and take no further action restricting their participation until further order of the court;

**WHEREAS**, Jones has complied with the order of preliminary injunction;

**WHEREAS**, the Parties acknowledge that final judicial resolution in the Action may be delayed due to the caseload crisis in the Eastern District and circumstances resulting from the outbreak of COVID-19;

**WHEREAS**, the Parties wish to resolve all disputes and differences between them now or in the future relating in any way to Plaintiffs’ claims against Jones in the Action; and

**WHEREAS**, the Parties, through their respective counsel, have engaged in good faith negotiations and have agreed to resolve and settle their differences pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, and releases contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, and in order to fully settle any differences between them, agree as follows:

## TERMS AND CONDITIONS OF AGREEMENT

### 1. REQUIRED ACTIONS

A. Jones shall retain Plaintiffs in unbanned status as to the Sheriff Scott Jones Facebook Page; provided, however, subject to the conditions set forth in Section E, *infra*, Jones shall have the right to ban and/or take other restrictive action with respect to Plaintiffs that is consistent with the Social Media Policy described in Section C, *infra*.

B. Jones shall immediately unban other Facebook users/profiles, including but not limited to those Facebook profiles identified by Jones in discovery in this Action in documents labeled JONES 000131-000133 (Attachment A to this Agreement); provided, however, Jones shall have the right to ban and/or take other restrictive action with respect to such profiles that is consistent with the Social Media Policy described in Section C, *infra*.

C. Jones shall establish, publish, and maintain a policy (the “Social Media Policy” or “Policy”) setting forth an exclusive list of reasons for which a user may be restricted or prohibited from interacting with the Sheriff Scott Jones Facebook Page or for which the comments posted by a user on the Page may be removed or hidden. These reasons shall be limited to the following instances: (1) where the user has posted one or more comments that contain, constitute, or link to: malicious or harmful software; advertisements, promotions, or solicitations of a commercial product or service; confidential, personally identifying, or private information as defined by state and/or federal law; profanity, nudity, indecency, or obscenity; copyrighted materials in violation of state and/or federal law; “true threats” against a particular person or group of people wherein the user communicates a serious expression of an intent to commit an act of unlawful violence on or to a particular person- or group of people or which solicits or induces an act of unlawful violence to a particular individual or group of individuals; and/or “disruptively repetitive conduct,” whereby the user engages in conduct that actually disrupts or otherwise impedes the orderly function and/or intended use of the Sheriff Scott Jones Facebook Page, including, but not limited to, by posting unduly repetitive comments or irrelevancies; and (2) where the user has posted a comment under an original post made by Jones more than 14 days after the later of (a) the date of the original post or (b) the date of any comment made by Jones or any other user under the original post. The requirement that Jones establish and follow the Social Media Policy shall not be construed as a limitation on Jones’s right to, in his discretion, completely and permanently remove from the Page an original post by Jones and all comments below such original post, and Plaintiffs acknowledge and agree that nothing in this Agreement shall be construed to prevent Jones from exercising this right.

D. Jones shall not delete or hide any of the comments of either Plaintiff on the Sheriff Scott Jones Facebook Page unless such comments violate the Social Media Policy. Jones will not ban either Plaintiff from the Sheriff Scott Jones Facebook Page unless she has violated the Social Media Policy two or more times. Plaintiffs jointly and severally acknowledge that they shall be subject to the Social Media Policy and that their access to the Sheriff Scott Jones Facebook Page may be restricted if they fail to abide by the Social Media Policy when interacting with the Page and/or publishing comments to the Page.

E. The Parties mutually agree to the following protocol for adjudicating future disputes regarding claimed violations of the Social Media Policy by Plaintiffs:

(1) Removal of Comments. Jones shall be entitled to immediately “hide” any comment posted by either Plaintiff that he believes violates the Social Media Policy. In the event Jones hides, removes or deletes a comment or comments posted by either Plaintiff, within three (3) business days of taking such action, Jones will notify the Plaintiff in writing, through counsel, of the action taken and an explanation for the action. This written notification shall include the date(s) content of any comment(s) removed and a description of why the comment(s) violated the Policy. If the Plaintiff disputes that the subject comment(s) violated the Policy for the reasons stated by Jones, she may object to their removal from the Page by providing written notification to Jones. Following such written notification, the Parties agree to informally meet and confer in good faith to attempt to resolve the dispute. In the event the Parties are unable to informally resolve the dispute, the Plaintiff will have a period of ten business (10) days to raise objections to an assigned federal magistrate for this purpose. The magistrate’s determination whether the banning or deletion is constitutionally permissible would be binding on the parties without right of appeal.

(2) Banning. Prior to banning either Plaintiff from the Page, Jones will provide written notice to the Plaintiff, through counsel, explaining the violations of the Policy Jones claims to justify the banning. If the Plaintiff disagrees that the claimed Policy violations occurred and/or that such claimed violations justify the banning of her profile from the Page pursuant to the Policy, she may object by providing written notification to Jones. Following such written notification, the Parties agree to informally meet and confer in good faith to attempt to resolve the dispute. In the event the Parties are unable to informally resolve the dispute, the Plaintiff will have a period of ten business (10) days to raise objections to an assigned federal magistrate for this purpose. The magistrate’s determination whether the banning or deletion is constitutionally permissible would be binding on the parties without right of appeal.

F. The proscriptions outlined in 2.A through 2.E above shall apply to any Facebook page or public social media platform established by Jones or on his behalf for official or political purposes for so long as both such page or platform remains active and Jones remains Sheriff of Sacramento County. For purposes of this provision, a “public” social media platform is one on which all other users of the social media site generally have the same ability to interact with and makes posts on the interactive portion of the site identified with Jones’s account. A social media platform is not a “public” social media platform for purposes of this provision if it is a Facebook “profile” account where interaction is limited to a defined number of “friends” or is a Facebook page or other type of social media platform account (such as an Instagram account) where Jones has the ability to, and chooses to, prevent other users generally from interacting with the page or, provided that Defendant treats all users similarly. In addition, the above proscriptions shall not apply to any social media account that is used by Jones solely, or primarily, for personal, and not official or political, reasons.

G. Nothing in this Agreement shall be construed to prohibit Jones from deactivating or discontinuing use of the Sheriff Scott Jones Facebook Page or any other social media account created or maintained by Jones at any time, provided that the terms of the Agreement would apply if such social media account(s) is(are) reactivated and/or re-used during the term of the Agreement.

H. Plaintiffs hereby represent that with the exception of the Action, no action, suit or proceeding has been or shall be brought or complaint filed or initiated by Plaintiffs or any agent, assign or spouse of Plaintiffs in any court, or with the any governmental body with respect to any matter or cause of action, which relates in any way or manner to the administration of the Sheriff Scott Jones Facebook Page or the administration of any other social media account administered by Jones or on his behalf prior to the Agreement Date, based upon any facts that might have occurred prior to the Agreement Date whether known to Plaintiffs or discovered by them thereafter. Within ten (10) days after receipt of the payments described in Paragraphs 2 and 3, *infra*, Plaintiffs will dismiss the Action, with prejudice.

## **2. PAYMENT TO PLAINTIFF**

Within twenty (20) business days after the Agreement Date, Jones shall request the County of Sacramento to pay to each of Plaintiff Tanya Faison and Plaintiff Sonia Lewis through Plaintiffs' counsel Rogers Joseph O'Donnell the sum of Sixteen Thousand Dollars (\$16,000 USD). Such sum shall be delivered through a check made payable to each Plaintiff and delivered to S. Amber Lee, Rogers Joseph O'Donnell, 311 California Street, 10th Floor, San Francisco, CA 94104-2695. Payment of such sums to Plaintiffs by the County of Sacramento shall be a condition precedent to the effectiveness of this Agreement.

## **3. REIMBURSEMENT OF ATTORNEYS' FEES**

Within twenty (20) business days after the Agreement Date, Jones shall request the County of Sacramento to pay to ACLU the sum of One Hundred and Twenty Thousand Dollars (\$120,000 USD) as reimbursement for legal services rendered and costs incurred on behalf of Plaintiffs in connection with this Action. Such sum shall be delivered through wire transfer. The information necessary for the wire transfer will be provided by ACLU to Jones' counsel. This attorneys' fee reimbursement is made in full satisfaction of all claims for reimbursement of reasonable attorneys' fees pursuant to 42 U.S.C. § 1988 through the date of full execution of this Agreement. Payment of such sum to the ACLU by the County of Sacramento shall be a condition precedent to the effectiveness of this Agreement

## **4. MUTUAL RELEASES**

A. Except for the obligations arising out of this Agreement, Plaintiffs, and each of them, hereby waive, release, acquit and discharge, for all time, Jones, the County of Sacramento, and their respective officials, officers, directors, agents, past and present employees, representatives, attorneys, insurers, successors and assigns, and each of them (collectively, "Releasees"), from any and all actual or potential claims, including, but not limited to, attorneys fees and costs related to the Action and arising prior to the Action, obligations, demands, causes of action, liabilities, and damages whatsoever, of whatever kind or nature, whether known or

unknown, contingent or liquidated, suspected or unsuspected, (collectively, "Claims"), which Plaintiffs have had, now have, may have, or may claim to have against the Releasees, which relate in any way or manner to the administration of the Sheriff Scott Jones Facebook Page or the administration of any other social media account administered by Jones or on his behalf prior to the Agreement Date and/or which arise out of or relate in any way or manner with the allegations and defenses that were or may have been asserted by Plaintiffs in the Action.

B. Except for the obligations arising out of this Agreement, Jones hereby waives, releases, acquits and discharges, for all time, Plaintiffs, and each of them, from any and all Claims, which Jones has had, now has, may have, or may claim to have against the Plaintiffs, which relate in any way or manner to the administration of the Sheriff Scott Jones Facebook Page or the administration of any other social media account administered by Jones or on his behalf prior to the Agreement Date and/or which arise out of or relate in any way or manner with the allegations and defenses that were or may have been asserted by Jones in the Action.

C. Waiver of Civil Code Section 1542: To the extent applicable, each of the Parties expressly waives any rights or benefits under California Civil Code § 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In connection with this waiver, each of the Parties acknowledges that he/she have read and understand his/her rights under Section 1542 of the California Civil Code, and by signing below, acknowledges that Claims and facts in addition to or different from those which are now known or believed to exist may hereafter be discovered with respect to the subject matter of this Agreement or the other Parties hereto.

D. Notwithstanding anything to the contrary herein, no Party releases the other Party from the obligations contained in this Agreement and nothing limits or prohibits the Parties from enforcing this Agreement.

## **5. VOLUNTARY AND INFORMED EXECUTION**

None of the Parties nor the Parties' respective attorneys shall be deemed the drafter of this Agreement in any litigation or other proceeding between or among them. The Parties acknowledge that this Agreement is the result of negotiations between the Parties and their respective attorneys. No inference, assumption, interpretation or presumption shall be drawn from the fact that a Party or its attorneys drafted or revised this Agreement.

## **6. CAPACITY AND AUTHORITY TO EXECUTE AGREEMENT**

Each Party represents and warrants that (i) he/she has all requisite power and authority to enter into and carry out the terms of this Agreement; (ii) this Agreement constitutes a legal, Settlement Agreement and Mutual Releases

valid, and binding obligation of such Party enforceable against it in accordance with its terms; (iii) the Party has taken or will take all necessary corporate, legal, and any other internal actions to approve the entering into and performance of this Agreement; and (iv) each natural person executing this Agreement on behalf of a Party has the express authority to, and is competent to, execute this Agreement, including, without limitation, the mutual releases contained herein.

## **7. ENTIRE AGREEMENT**

A. The Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and this Agreement supersedes any and all prior oral or written agreements, promises, warranties, representations, negotiations, and understandings on such issues. The Parties shall not rely on any warranty, representation, condition, understanding, or agreement of any kind unless incorporated herein. Notwithstanding any other provision contained herein, if any Party to this Agreement breaches any of the terms or conditions of this Agreement, the other Party may rely upon and plead this Agreement as a claim or defense in any action instituted or prosecuted based upon such breach or breaches.

B. The Parties each warrant and represent that they understand and know that his Agreement is a full, final, and complete settlement and release except as otherwise expressly stated herein and that the consideration described herein is all of the consideration to ever be given except as otherwise expressly stated herein.

C. This Agreement may be amended or modified only by a written instrument signed by all of the Parties.

## **8. GOVERNING LAW AND ENFORCEMENT**

A. The laws of the State of California govern the validity, interpretation and enforceability of this Agreement and its terms and conditions.

B. The Parties stipulate that the Court shall retain jurisdiction to enforce the terms of this settlement for a period of three years, or for so long as Jones holds the office of Sacramento County Sheriff, whichever is less. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement shall be decided pursuant to a Motion to Enforce Settlement filed in the Eastern District Court before Judge Nunley.

## **9. NO ADMISSION**

The Parties understand and agree that nothing in this Agreement is intended, or should be construed, as an admission of any liability, misconduct, or wrongdoing by the Parties (or by any current or former employee, partner, member, agent, or representative of the Parties, or any current or former employee, partner, member, agent, or representative of any parent, successor, subsidiary, or related entity of the Parties), or as an admission of any violation of the rights of any other person, or as an admission that the interactive portion of the Sheriff Scott Jones Facebook Page is a public forum, or as an admission of any fact, matter or thing.

**10. BINDING EFFECT**

This Agreement shall be binding of each of the Parties hereto and each of their respective successors and assigns, as applicable, and shall inure to the benefit of the other Party and, in each case, their respective successors or assigns. Each Party shall execute and deliver, at the other Party's reasonable request, such additional documents, instruments, conveyances and assurances and take such further actions as reasonably necessary to carry out the provisions of this Agreement and give effect to the settlement and releases contemplated by this Agreement.

**11. INTERPRETATION AND LEGALITY OF THE AGREEMENT**

A. Whenever the context requires, the singular includes the plural, and vice-versa.

B. The headings in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of its terms.

C. Should any term, condition or provision of this Agreement be declared or be determined in any arbitration or by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms, conditions or provisions shall not be affected, and the illegal, unenforceable or invalid part, term, condition or provision shall be deemed not part of this Agreement.

D. Except as otherwise expressly provided in Paragraph 4 hereof, this Agreement is only for the benefit of the Parties hereto. No other person or entity shall be entitled to rely hereon, receive any benefit therefrom or enforce any provision hereof against any party hereto (or their respective successors assigns).

**12. NOTICE**

Any notice, request, demand, instruction, or other communication to be given to any Party hereunder shall be in writing and personally delivered or sent by first class mail, as follows:

If to Plaintiffs: Sean Riordan  
ACLU Foundation of Northern California  
P.O. Box 189070  
Sacramento, CA 95818

John G. Heller and S. Amber Lee  
311 California Street, 10th Floor  
San Francisco, CA 94104

If to Jones: Scott R. Jones  
C/O Sacramento County Sheriff's Department  
4500 Orange Grove Avenue  
Sacramento, CA 95841

**13. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which may be comprised of original signatures, or scans, copies or facsimiles thereof, but all of which shall be taken together to constitute one and the same agreement, and in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart.

**14. APPROVAL BY SACRAMENTO COUNTY BOARD OF SUPERVISORS A CONDITION PRECEDENT**

This Agreement shall not become effective or binding on the Parties until and unless both (1) the Agreement is approved by the Sacramento County Board of Supervisors and (2) the County of Sacramento makes the payments described in Paragraphs 2 and 3 of the Agreement. In the event the County of Sacramento has not approved this Agreement and made the payments described in Paragraphs 2 and 3 of this Agreement within ninety (90) days of the Agreement Date, Plaintiffs may terminate this Agreement by providing written notice to Jones.

BY SIGNING BELOW, THE PARTIES WARRANT AND AGREE THAT THEY FULLY UNDERSTAND THE CONTENTS AND EFFECT OF THIS AGREEMENT, APPROVE OF AND VOLUNTARILY ACCEPT THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND EXECUTE THIS AGREEMENT OF THEIR OWN FREE WILL AND ACCORD.

By: \_\_\_\_\_  
TANYA FAISON

Dated: \_\_\_\_\_

By: *Sonia L. Lewis*  
SONIA LEWIS

Dated: 5/15/2020

By: \_\_\_\_\_  
SCOTT R. JONES  
Individually and in his capacity as Sacramento  
County Sheriff

Dated: \_\_\_\_\_



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14. APPROVAL BY SACRAMENTO COUNTY BOARD OF SUPERVISORS A CONDITION PRECEDENT

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By: Tanya Faison  
TANYA FAISON

Dated: 5/14/20

By: \_\_\_\_\_  
SONIA LEWIS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SCOTT R. JONES  
Individually and in his capacity as Sacramento  
County Sheriff

Dated: \_\_\_\_\_

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By: \_\_\_\_\_  
TANYA FAISON

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SONIA LEWIS

Dated: \_\_\_\_\_

By: Scott Jones  
SCOTT R. JONES  
Individually and in his capacity as Sacramento  
County Sheriff

Dated: 5/15/2020

APPROVED AS TO FORM:

By:

  
ROGERS JOSEPH O'DONNELL

John G. Heller, Esq.

Si Eun Amber Lee, Esq.

Attorneys for Plaintiffs

TANYA FAISON and SONIA LEWIS

By:

AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION OF NORTHERN CALIFORNIA

Sean Riordan, Esq.

Attorneys for Plaintiffs

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By:

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TANYA FAISON and SONIA LEWIS

By:

WOODRUFF, SPRADLIN & SMART

Daniel K. Spradlin, Esq.


James H. Eggart, Esq.


Attorneys for Defendant

SCOTT R. JONES

APPROVED AS TO FORM:

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ROGERS JOSEPH O'DONNELL  
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SCOTT R. JONES

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TANYA FAISON and SONIA LEWIS

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

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