

**PRE-LITIGATION SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS**

This Pre-Litigation Settlement Agreement and Release of all Claims (“Agreement” or “Settlement Agreement”) is entered into this   19th   day of   November  , 2024 (“Effective Date”) by and among the City of San Luis Obispo (“**City**”), a charter city, and Southwest Voter Registration Education Project (“**SVREP**”), a Texas nonprofit corporation, (City and SVREP may be referred to individually herein as “**Party**” and collectively as the “**Parties**”), as full and complete settlement and compromise of the within matters, agree as follows:

WHEREAS, in or about February 2023, the City received a letter dated February 17, 2023 from attorney Kevin Shenkman of the law firm Shenkman & Hughes, PC, on behalf of SVREP and its members, asserting that the City’s at-large election system violates the California Voting Rights Act (“**CVRA**” Elections Code section 14025 et seq.) (“**SVREP’s Claims**”);

WHEREAS, SVREP and City have entered into a series of tolling agreements to toll the deadlines under Elections Code section 10010 (collectively “**Tolling Agreement**”);

WHEREAS, the Parties have met several times since February 2023 to, among other things, review data and discuss the relative merits of various election systems and the extent to which they might address SVREP’s Claims; and

WHEREAS, the Parties now desire to memorialize the terms of their agreement relative to the City’s election system and SVREP’s Claims.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, and as full and complete compromise and settlement of any and all legally applicable claims, the Parties agree as follows:

1. **CVRA Litigation**

SVREP shall, promptly upon full execution of this Agreement, file a lawsuit against City in the San Luis Obispo Superior Court, alleging a single cause of action for violation of the CVRA (“**CVRA Action**”). City will not contest SVREP’s standing to file the lawsuit and waives any affirmative defense based on standing. The complaint shall be substantially in the form attached hereto as Exhibit A. Within five court days of filing the CVRA Action, City shall file an answer generally denying the allegations in the CVRA Action. The City’s answer shall be substantially in the form attached hereto as Exhibit B. Within five court days of filing the City’s Answer, SVREP shall file the Stipulation for Entry Judgment and Proposed Judgment, attached as Exhibit C, to affect the terms of this Agreement. In the event the San Luis Obispo Superior Court refuses to enter judgment in substantially the form attached as Exhibit C, this Agreement shall be null and void and the Parties shall meet and confer in good faith regarding the CVRA Action.

2. **Citywide Single Vote Voting and Education Period.**

a. **City’s Electoral System.** Subject to change in accordance with this Agreement: the City may maintain an electoral system in which four City Council members are elected at-large and the office of mayor is directly elected by the voters; City Council members are elected every two years to staggered four-year terms, with term limits of two consecutive full terms; and the Mayor is elected every two years to a two-year term, with term limits of four consecutive full terms.

City may at any time implement district-based elections, as that phrase is defined in the CVRA, for the election of its four City Council members in accordance with Section 5 of this Agreement and maintain an office of Mayor directly-elected by all the voters in the City.

b. Citywide Single Vote Voting for City Elections. The Parties agree that City shall conduct its 2026 elections for its City Council members and all City Council elections thereafter utilizing Citywide Single Vote voting – a system in which all voters citywide cast a single vote, regardless of the number of seats to be elected, and the two candidates receiving the most votes are elected. Unless the City’s method of election is modified pursuant to this Agreement prior to an election, the City shall conduct that corresponding election for its City Council utilizing Citywide Single Vote voting.

c. Cooperation in Outreach, Education Efforts, and Candidate Development. The Parties shall reasonably cooperate with one another between the Effective Date and November 2026 in connection with efforts to educate voters regarding the Citywide Single Vote voting system, as well as efforts to encourage voter registration and turnout directed at historically marginalized communities within the City. SVREP shall reasonably assist City upon City’s request, by providing its know-how in connection with efforts to educate voters and encourage voter registration and turnout among historically marginalized communities. City will agree to conduct a Community Academy bi-annually (every other year) and will provide another candidate education and development offering bi-annually in years alternating with Community Academy. In consultation with SVREP, the City will provide reasonable support for participants (e.g. transportation, childcare, meals) to mitigate barriers to participation.

d. In the event the County Registrar of Voters declines for any reason to conduct the City Council elections using Citywide Single Vote voting consolidated with the statewide election, the Parties shall meet and confer in good faith regarding the CVRA Action.

### 3. Meet and Confer and Dispute Resolution

a. Meet and Confer. Within ninety (90) days following the certification of the 2026 and 2028 City Council elections, if those elections are conducted utilizing Citywide Single Vote voting, the Parties shall meet and confer concerning the corresponding election and results. Specifically, the Parties will work cooperatively to determine whether the election(s) demonstrated that Citywide Single Vote voting as implemented by City in the previous election(s) positively impacted the facts (set forth below), which the Parties agree are relevant to analysis of a CVRA violation as alleged in the CVRA Action.

b. Relevant Facts. Citywide Single Vote voting shall be deemed to have positively impacted the relevant facts if the Latino-preferred candidate, if any, was elected in the corresponding election(s). If the Latino-preferred candidate was not elected in both of the elections, the Parties shall also consider as a relevant fact under the totality of the circumstances whether the Latino-preferred candidate would have been elected in those elections in District 1 of the SVREP demonstration single-member district map attached hereto as Exhibit D. The Parties shall endeavor to openly exchange information, data and analyses in the course of their meet and confer process, subject to protections as confidential settlement discussions from third party disclosure and admission as evidence in any later action against the City. Following the 2028 election, the City will bring forward for consideration at a public meeting an agenda item regarding implementation of district-based elections, if the relevant facts demonstrate that the Latino-preferred candidate was not elected using Citywide Single Vote voting in the 2026 and 2028 elections and that the Latino-

preferred candidate would have been elected in those elections in District 1 of Exhibit D. In the event the City Council declines to proceed with implementation of district-based elections for City Council seats based on the relevant facts set forth herein, then SVREP may initiate CVRA litigation against the City to compel the City to implement district-based elections without the need for further demand by SVREP and without regard to the safe harbor provisions of the Elections Code, provided that SVREP shall only be entitled to recover attorneys' fees, in addition to those provided under this Agreement, that are incurred on and after any date on which the City Council, after the public meeting contemplated herein, declines to implement district-based elections as contemplated herein.

c. Initiation of Dispute Resolution. If the Parties are not able to agree, following the 2028 elections, whether the Citywide Single Vote voting implemented by City in the 2026 and 2028 elections is positively impacting the relevant facts, as set forth in subsection 3(b), the Parties shall promptly refer their disagreement to be decided through a judicial reference. The referee shall issue a written decision. The Parties shall meet and confer in good faith regarding judicial reference procedures.

d. Selection of Referee. The Parties have selected Bernard N. Grofman, currently a professor at the University of California, Irvine, to serve as referee. In the event, for whatever reason, Professor Grofman is unavailable or unwilling to serve as the referee, then the Parties select Nathaniel Persily, currently a professor at Stanford Law School, to serve as referee. In the event, for whatever reason, Professor Persily is unavailable or unwilling to serve as the referee, then the Parties select Christian Grose, currently a professor at the University of Southern California, to serve as referee. In the event, for whatever reason, Christian Grose is unavailable or unwilling to serve as the referee, then the Parties shall meet to identify a suitable referee by mutual consent. If the Parties are unable to reach mutual consent, the California Superior Court (County of San Luis Obispo) shall appoint the referee.

e. Cost of Referee. The cost of the referee shall be borne by the City. The fees and expenses of the referee shall not exceed \$50,000.00.

4. Attorneys' Fees and Expenses.

- a. City shall pay SVREP's reasonable attorneys' fees and expenses for work up to the entry of the judgment contemplated in Section 1 above, consistent with Elections Code section 14030 and/or Code of Civil Procedure section 1021.5, in the amount of \$75,000.00. This amount is in full satisfaction of SVREP's claims for attorneys' fees, costs, and expenses, including expert fees and expenses, up to the entry of judgment contemplated in Section 1, above.
- b. City shall also pay SVREP's attorneys' fees and expenses associated with monitoring and evaluating the 2026 and 2028 elections and the effectiveness of Citywide Single Vote voting in those elections up to a maximum of \$10,000.00 for each election.
- c. In the event of a dispute pursuant to Section 3 of this Agreement and the referee decides that SVREP is the prevailing party in such dispute, City shall also pay SVREP its reasonable attorneys' fees and expenses associated with the Dispute Resolution in an amount not to exceed \$200,000.00, as well as any attorneys' fees and expenses incurred in determining the amount of such reasonable attorneys' fees and expenses, if contested by the City. SVREP shall provide documentation of its reasonable attorneys' fees and

expenses. In the event the referee recommends remedial action, but the City Council declines to voluntarily implement that remedial action, thus necessitating presentation of the referee's recommendation to the Superior Court, the cap on fees and expenses expressed in this subparagraph shall apply only to those fees incurred up to the date of the Council action declining to implement the referee's recommendation, and this Agreement shall not limit any subsequent action by SVREP to recover all reasonable attorneys' fees, as determined by the court, incurred by SVREP from the date of the Council action through the date of conclusion of the judicial reference proceedings before the superior court.

- d. Each payment of attorneys' fees and costs shall be made in the form of a check or wire transfer to Shenkman & Hughes PC at 28905 Wight Rd., Malibu, CA 90265 no later than 30 days following the corresponding agreement on the amount of attorneys' fees and expenses or referee determination of that amount. Should the Parties mutually agree, a payment may be made by a later date. Such agreement to an extension of the payment deadline shall be made in writing.
- e. The payments provided for in this Agreement do not extinguish SVREP's attorneys' right to claim attorneys' fees and expenses pursuant to Elections Code §10010(f) in the event the City adopts a by-district election system in response to a notice pursuant to Elections Code § 10010(e) from others who are not parties to this Agreement. It is the intent of the Parties that the attorneys for SVREP will be deemed first in right under Elections Code § 10010(f)(2) to the fullest extent permitted by law.
- f. Other than as set forth above, the Parties shall bear their own attorneys' fees and expenses relating to this Agreement and the subject matter thereof.

5. Notwithstanding anything to the contrary herein, City may at any time implement district-based elections, as that phrase is defined in the CVRA, for the election of its City Council members and maintain a directly elected office of mayor. In the event that City chooses to implement district-based elections, rather than Citywide Single Vote voting, in either the 2026 or 2028 elections, or both, the provisions of Sections 2 and 3, above, with regard to that election, and the provisions in Section 4 concerning fees and costs associated with monitoring and evaluating the 2026 and/or 2028 elections, shall be inapplicable.

6. The Parties acknowledge and agree that any and all matters, claims and causes of action arising on or before the Effective Date of this Settlement Agreement which any Party has, has had, may have or may have had against the other Parties, including but not limited to SVREP's Claims against the City, are hereby fully compromised and settled except to the extent specifically identified in this Agreement.

7. Each Party waives and releases the other Parties from any and all rights, claims, causes of action, demands, liabilities, obligations, contracts, damages, penalties, complaints, charges, grievances, and duties, whether legal, equitable or contractual, asserted or not asserted, known or unknown, suspected to exist or not suspected to exist, which that Party now has, may have, claims to have or may claim to have against the other Parties arising prior to or on the date of this Settlement Agreement.

8. Each Party has read and understands the following statutory language of Section 1542 of the California Civil Code:

**“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.”**

Having been so apprised, the Party elects to waive the benefits of Section 1542, and further elects to and does assume all risks for any and all claims, whether known or unknown, suspected or not suspected, arising from the subject matter of this Settlement Agreement, including but not limited to the matters released herein, and knowingly and voluntarily releases the other Parties from any and all liability and claims arising out of such matters.

9. Except as explicitly stated herein, including in Sections 3(e) and 4, the Parties shall bear all of their own costs, expenses and attorneys’ fees incurred in connection with the CVRA Action, the negotiation of this Settlement Agreement, and the completion of the meet and confer and referee processes set forth in Section 3 of this Agreement and as agreed in the Parties’ meet and confer regarding judicial reference procedures.

10. No part of this Settlement Agreement may be amended, modified or waived in any way unless such amendment, modification or waiver is set forth in a later writing signed by all the Parties. A modification, amendment or waiver of any one provision of this Settlement Agreement shall not be deemed to be a modification, amendment or waiver of any other provision of this Settlement Agreement.

11. The provisions of this Settlement Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assigns.

12. The Parties acknowledge and agree that this Settlement Agreement is a complete expression of all of their agreements and understandings concerning the subject matter hereof, and that any prior or contemporaneous agreements, understandings or representations of the Parties, whether express or implied, are no longer of any force and effect.

13. If a court of competent jurisdiction finally holds that any provision of this Settlement Agreement is invalid, illegal, or unenforceable, that holding shall not affect the validity of the other provisions of this Settlement Agreement, which shall remain in full force and effect, and this Settlement Agreement shall be construed as if the offending provision(s) had not been contained herein.

14. The laws of the State of California, without giving effect to its conflict of law provisions, shall govern any dispute, claim, action or proceeding relating to or arising out of this Agreement. Venue shall be in San Luis Obispo County.

15. This Settlement Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.

16. Electronic Signing: Each Party agrees that the other Parties may use an electronic signature technology, e.g., DocuSign, to expedite the execution of this Agreement.

Dated:  
12/30/2024 | 9:05 AM PST

City of San Luis Obispo

Signed by:  
By Whitney McDonald  
Whitney McDonald,  
City Manager, City of San Luis Obispo

Dated:  
12/31/2024 | 1:24 PM PST

Southwest Voter Registration Education Project

DocuSigned by:  
By Lydia Camarillo  
Lydia Camarillo  
President Southwest Voter Registration Education Project

**APPROVED AS TO FORM:**

Dated:  
12/30/2024 | 8:15 AM PST

Nielsen Merksamer Parrinello Gross & Leoni, LLP

DocuSigned by:  
By Marguerite Mary Leoni  
Marguerite Mary Leoni  
Special Attorneys for City of San Luis Obispo

Dated:  
12/24/2024 | 9:53 AM PST

DocuSigned by:  
Christine Dietrick  
Christine Dietrick  
City Attorney, City of San Luis Obispo

Dated:  
12/24/2024 | 9:56 AM PST

Shenkman & Hughes

Signed by:  
By Kevin I. Shenkman  
Kevin I. Shenkman  
Attorneys for Southwest Voter Registration Education Project

1 Kevin I. Shenkman (SBN 223315)  
2 Mary R. Hughes (SBN 222622)  
3 Andrea A. Alarcon (SBN 319536)  
4 **SHENKMAN & HUGHES PC**  
5 28905 Wight Road  
6 Malibu, California 90265  
7 Telephone: (310) 457-0970

8 Attorneys for Plaintiff

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN LUIS OBISPO**

12 **SOUTHWEST VOTER**  
13 **REGISTRATION EDUCATION**  
14 **PROJECT;**

15 Plaintiff,

16 v.

17 **CITY OF SAN LUIS OBISPO,**  
18 **CALIFORNIA; and DOES 1-100,**  
19 **inclusive,**

20 Defendants.

21 **Case No.:**

22 **COMPLAINT FOR VIOLATION OF THE**  
23 **CALIFORNIA VOTING RIGHTS ACT OF**  
24 **2001**

25 **COMES NOW** Plaintiff Southwest Voter Registration Education Project (hereinafter  
26 "SVREP" or "Plaintiff"), and allege as follows:

27 **GENERAL ALLEGATIONS**

28 1. This action is brought by Plaintiff for injunctive and declaratory relief against the City of San Luis Obispo, California, for its violation of the California Voting Rights Act of 2001 (hereinafter the "CVRA"), Cal. Elec. Code §§ 14025, et seq. Plaintiff alleges that the City of San Luis Obispo's implementation of at-large elections, in which all city voters may cast as many votes as there are open seats up for election on the City Council and an additional vote for the separately elected Mayor, has resulted in vote dilution for Latino residents and has denied them effective political participation in elections to the San Luis Obispo City Council. Specifically, Plaintiffs allege that the City of San Luis Obispo' at-large method of election for

1 electing members to its City Council prevents Latino residents from electing candidates of their  
2 choice or influencing the outcome of San Luis Obispo’s City Council elections.

3 2. Plaintiff alleges that, despite a Latino population of approximately 19% in the  
4 City of San Luis Obispo, according to the 2020 Census, the candidates preferred by Latino  
5 voters lose in elections within San Luis Obispo and this consistent pattern reveals a lack of  
6 access to the political process.

7 3. Plaintiff brings this action to enjoin the City of San Luis Obispo’s continued  
8 abridgment of its residents’ voting rights. Plaintiff seeks a declaration from this Court that the  
9 City of San Luis Obispo’s at-large elections, for its city council, violates the CVRA. Plaintiff  
10 seeks injunctive relief enjoining the City of San Luis Obispo from further imposing or applying  
11 an at-large method of election. Plaintiffs do not allege at this time, and are not required to  
12 prove, the City of San Luis Obispo intended to discriminate through the use of its at-large  
13 method of election. Further, Plaintiff seeks injunctive relief requiring the City of San Luis  
14 Obispo to implement district-based elections, or other alternative relief, as discussed in *Pico*  
15 *Neighborhood Ass’n v. City of Santa Monica* (2023) 15 Cal. 5th 292.

16 4. Through correspondence to the City of San Luis Obispo sent in February 2023  
17 via certified mail pursuant to section 10010 of the Elections Code, Plaintiff, through the  
18 undersigned counsel, asserted that the City’s method of conducting elections may violate the  
19 California Voting Rights Act of 2001.

20 **PARTIES**

21 5. SVREP, founded in 1974, is the largest and oldest non-partisan Latino voter  
22 participation organization in the United States. SVREP was founded to ensure the voting rights  
23 of minorities in the Southwest United States, and continues that mission today, now operating  
24 in various states, including California. Over the course of the last few decades, SVREP has  
25 been at the forefront of major social and political gains for Latinos in the U.S. and throughout  
26 Latin America. While its primary mission is voter registration and education, SVREP is also  
27 involved in ensuring fair elections, community organizing, and education, accountability and  
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1 training of community leaders and elected officials. In California, SVREP has been in the  
2 forefront of efforts to enforce the California Voting Rights Act.

3 6. At all times herein mentioned, Defendant City of San Luis Obispo, California  
4 (hereinafter "San Luis Obispo") is and has been a charter city subject to the provisions of the  
5 CVRA.

6 7. Plaintiff is unaware of the true names and capacities, whether individual,  
7 corporate, associate, or otherwise, of defendants sued herein as Does 1 through 100, inclusive,  
8 and therefore, sue said defendants by such fictitious names and will ask leave of court to amend  
9 this complaint to show their true names and capacities when the same have been ascertained.  
10 Plaintiff is informed and believes and thereon alleges that defendants Does 1 through 100,  
11 inclusive, are responsible on the facts and theories herein alleged.

12 8. Does 1 through 100, inclusive, are Defendants that have caused San Luis Obispo  
13 to violate the CVRA, failed to prevent San Luis Obispo' violation of the CVRA, or are  
14 otherwise responsible for the acts and omissions alleged herein.

15 9. Plaintiff is informed and believes and thereon alleges that Defendants and each  
16 of them are in some manner legally responsible for the acts and omissions alleged herein, and  
17 actually and proximately caused and contributed to the various injuries and damages referred  
18 to herein.

19 10. Plaintiff is informed and believes and thereon alleges that at all times herein  
20 mentioned each of the Defendants were the agent, partner, predecessor in interest, successor in  
21 interest, and/or employee of one or more of the other Defendants, and were at all times herein  
22 mentioned acting within the course and scope of such agency and/or employment.

23 **JURIDICTION AND VENUE**

24 11. All parties hereto are within the unlimited jurisdiction of this Court. The  
25 unlawful acts complained of occurred in San Luis Obispo County. Venue in this Court is  
26 proper.

27 **FACTUAL ALLEGATIONS**

1           12.     The City of San Luis Obispo contains approximately 47,400 persons, of which  
2 approximately 19% are Latino, based upon the 2020 United States Census.

3           13.     The City of San Luis Obispo is governed by a city council of five members – four  
4 members who serve four-year terms and a directly elected mayor who serves a two-year term.  
5 The San Luis Obispo City Council serves as the governmental body responsible for the policy  
6 and budgetary direction, and appointment and oversight of the City Manager responsible for  
7 operations, of the City of San Luis Obispo.

8           14.     The San Luis Obispo City Council members are elected pursuant to an “at-large  
9 method of election,” as that term is defined by Section 14026 of the Election Code.

10          15.     Vacancies to the City Council are elected on a staggered basis; as a result, every  
11 two years the city electorate elects two council members as well as the mayor.

12          16.     Elections conducted within the City of San Luis Obispo are characterized by  
13 racially polarized voting. Racially polarized voting occurs when members of a protected class  
14 as defined by the CVRA, Cal. Elec. Coed § 14025(d), vote for candidates and electoral choices  
15 that are different from the rest of the electorate. Racially polarized voting exists within the  
16 City of San Luis Obispo because there is a difference between the choice of candidates or other  
17 electoral choices that are preferred by Latino voters and the choice of candidates or other  
18 electoral choices that are preferred by voters in the rest of the electorate, with the result being  
19 that Latino-preferred candidates usually lose.

20          17.     Racially polarized voting is legally significant in San Luis Obispo City Council  
21 elections because it dilutes the opportunity of Latino voters to elect candidates of their choice  
22 or influence the outcome of those elections.

23          18.     Patterns of racially polarized voting have the effect of impeding opportunities for  
24 Latino voters to elect candidates of their choice to the at-large city council positions in the City  
25 of San Luis Obispo or influence the outcome of those elections, where the non-Latino electorate  
26 dominates elections. For several years, Latino voters have been harmed by racially polarized  
27 voting.

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1 imposed in a manner that impairs the ability of protected classes as defined by the CVRA to  
2 elect candidates of their choice or influence the outcome of elections.

3 26. An alternative method of election, such as district-based elections, or an  
4 alternative method of election as discussed in *Pico Neighborhood Ass'n v. City of Santa Monica*  
5 exists that will provide an opportunity for the members of a protected class as defined by the  
6 CVRA to elect candidates of their choice or to influence the outcome of the San Luis Obispo  
7 City Council elections.

8 27. An actual controversy has arisen and now exists between the parties relating to  
9 the legal rights and duties of Plaintiff and Defendants, for which Plaintiff desires a declaration  
10 of rights.

11 28. Defendants' wrongful conduct has caused and, unless enjoined by this Court, will  
12 continue to cause, immediate and irreparable injury to Plaintiff, and all residents of the City of  
13 San Luis Obispo.

14 29. Plaintiff and the residents of the City of San Luis Obispo have no adequate  
15 remedy at law for the injuries they currently suffer and will otherwise continue to suffer.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
18 follows:

19 1. For a decree that the City of San Luis Obispo's at-large method of election for  
20 all or any portion of the City Council violates the California Voting Rights Act of 2001;

21 2. For preliminary and permanent injunctive relief enjoining the City of San Luis  
22 Obispo from imposing or applying an at-large method of election;

23 3. For injunctive relief mandating the City of San Luis Obispo to implement  
24 district-based elections, as defined by the California Voting Rights Act of 2001, employing a  
25 district map tailored to remedy Defendant's violation of the California Voting Rights Act of  
26 2001, or other election system tailored to eliminate the vote dilution of the City of San Luis  
27 Obispo's at-large multiple-vote elections;

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1           4.     For injunctive relief mandating the prompt election of city council members  
2 through district-based elections, or another election method tailored to remedy Defendant’s  
3 violation of the California Voting Rights Act of 2001,

4           5.     Other relief tailored to remedy the City of San Luis Obispo’s violation of the  
5 California Voting Rights Act of 2001;

6           6.     For an award of Plaintiff attorneys’ fees, costs, litigation expenses and  
7 prejudgment interest pursuant to Elec. Code § 14030 and other applicable law; and

8           7.     For such further relief as the Court deems just and proper.

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Respectfully submitted:

DATED: \_\_\_\_\_, 2024

**SHENKMAN & HUGHES PC**

By:  /s/Kevin Shenkman

Kevin Shenkman  
Attorneys for Plaintiff

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[CITY OF SLO CAPTION]

**EXEMPT FROM FILING FEES  
[GOV'T CODE § 6103]**

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*Attorneys for Defendant*  
CITY OF SAN LUIS OBISPO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN LUIS OBISPO

SOUTHWEST VOTER REGISTRATION  
EDUCATION PROJECT,  
  
*Plaintiff,*  
  
vs.  
  
CITY OF SAN LUIS OBISPO, CALIFORNIA;  
and DOES 1-100, inclusive,  
  
*Defendants.*

) Case No.  
)  
) **ANSWER OF DEFENDANT CITY**  
) **OF SAN LUIS OBISPO TO**  
) **UNVERIFIED COMPLAINT FOR**  
) **VIOLATION OF THE CALIFORNIA**  
) **VOTING RIGHTS ACT OF 2001**  
)  
) JUDGE:  
) DEPARTMENT:  
) ACTION FILED:  
)  
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1 Defendant CITY OF SAN LUIS OBISPO (hereinafter “Defendant”) answers the unverified  
2 complaint of plaintiff SOUTHWEST VOTER REGISTRATION EDUCATION PROJECT as  
3 hereinafter set forth.

4 **I. GENERAL DENIAL**

5 1. Pursuant to Section 431.30(d) of the California Code of Civil Procedure, Defendant  
6 generally and specifically denies each and every allegation, statement, matter, and thing set forth in  
7 and alleged in the unverified complaint, and specifically denies that Defendant has violated the  
8 California Voting Rights Act of 2001 (California Elections Code § 14025 *et seq.*, hereinafter the  
9 “Act”) and denies that Plaintiffs are entitled to the relief prayed for or any relief whatsoever against  
10 Defendant.

11 **II. AFFIRMATIVE DEFENSES**

12 2. For Defendant’s separate and additional affirmative defenses to the cause of action  
13 alleged in the unverified complaint, and without admitting that Defendant has the burden of proof  
14 on any of these defenses, Defendant alleges as follows:

15 **FIRST AFFIRMATIVE DEFENSE**

16 (Failure to State a Cause of Action, Elec. Code § 14027)

17 3. The cause of action contained in the Complaint fails to allege facts demonstrating  
18 dilution of the ability of Latino voters to elect chosen candidates or influence the outcome of  
19 elections.

20 **SECOND AFFIRMATIVE DEFENSE**

21 (Failure to State a Cause of Action, Elec. Code § 14028)

22 4. The cause of action contained in the Complaint fails to allege facts demonstrating  
23 racially polarized voting sufficient to state a cause of action against Defendant.

24 **THIRD AFFIRMATIVE DEFENSE**

25 (Failure to State a Cause of Action, Elec. Code § 14028)

26 5. The cause of action contained in the Complaint fails to allege facts demonstrating  
27 Latino-preferred candidates, including candidates who are themselves Latino, fail to win election  
28

1 to the City Council.

2 FOURTH AFFIRMATIVE DEFENSE

3 (As-Applied Violation of the Fourteenth Amendment to the United States Constitution and  
4 Article I, § 7, of the California Constitution)

5 6. The Act is unconstitutional as applied to Defendant pursuant to the provisions of Section 1  
6 of the Fourteenth Amendment to the United States Constitution, and to the provisions of Section 7  
7 of Article I of the California Constitution.

8 PRAYER

9 WHEREFORE, Defendant prays for judgment that:

- 10 1. That Plaintiff takes nothing by its Complaint;
- 11 2. For entry of Judgment against Plaintiff and in favor of Defendant; and
- 12 3. That Defendant be awarded its costs of suit and attorneys' fees; and
- 13 4. That the Court order such further relief to Defendant as deemed just and proper.

14 Dated: November \_\_\_\_, 2024

CITY SAN LUIS OBISPO

15  
16  
17 By: \_\_\_\_\_  
Christine A. Dietrick  
18 City Attorney

19 NIELSEN MERKSAMER  
20 PARRINELLO GROSS & LEONI LLP

21 By: \_\_\_\_\_  
22 Marguerite Mary Leoni  
23 Christopher E. Skinnell

24 *Attorneys for Defendant*  
25 City of San Luis Obispo  
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**EXEMPT FROM FILING FEES  
[GOV'T CODE § 6103]**

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ATTORNEYS FOR DEFENDANT

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN LUIS OBISPO

SOUTHWEST VOTER REGISTRATION )  
EDUCATION PROJECT, )  
  
 ) *Plaintiff,* )  
vs. )  
  
 ) CITY OF SAN LUIS OBISPO, CALIFORNIA; )  
and DOES 1-100, inclusive, )  
  
 ) *Defendants.* )  
 )  
 )  
 )  
 )

Case No.  
  
**STIPULATION FOR ENTRY  
OF JUDGMENT;  
[PROPOSED] STIPULATED  
JUDGMENT** filed concurrently  
herewith

1 This Stipulation for Entry of Judgment is entered into by and between the City of San Luis  
2 Obispo (“City”), a charter city, and Southwest Voter Registration Education Project (“SVREP”), a  
3 Texas nonprofit corporation, (City and SVREP may be referred to individually herein as “Party” and  
4 collectively as the “Parties”).

5 WHEREAS, in or about February 2023, the City received a letter dated February 17, 2023  
6 from attorney Kevin Shenkman of the law firm Shenkman & Hughes, PC, on behalf of SVREP and  
7 its members, asserting that the City’s at-large election system violated the California Voting Rights  
8 Act (“CVRA”, Elections Code section 14025 et seq.) (“SVREP’s Claims”);

9 WHEREAS, SVREP and City have entered into a series of tolling agreements to toll the  
10 deadlines under Elections Code section 10010;

11 WHEREAS, during the tolling period the Parties have met several times since February 2023  
12 to, among other things, review data and discuss the relative merits of various election systems and  
13 the extent to which they might address SVREP’s Claims; and

14 WHEREAS, on November 19, 2024, the Parties entered into a written Prelitigation  
15 Settlement Agreement addressing, among other things, the City’s current at-large method of electing  
16 its City Council, changes to the City’s current method of electing its City Council, data and  
17 procedures for determining whether those changes affect the “Relevant Facts”, as defined in Section  
18 3.b. of the Prelitigation Settlement Agreement, procedures for resolving disputes under the  
19 Prelitigation Settlement Agreement, and payment of SVREP’s attorneys’ fees under a variety of  
20 contingencies;

21 WHEREAS, under Section 1 of the Prelitigation Settlement Agreement, SVREP has filed a  
22 complaint (“CVRA Action”) against the City and the City has filed an Answer generally denying  
23 the allegations in the CVRA Action;

24 WHEREAS, under Section 1 of the Prelitigation Settlement Agreement, within five court  
25 days of filing the City’s Answer, SVREP is required to file this Stipulation for Entry Judgment and  
26 Proposed Stipulated Judgment to affect the terms of the Prelitigation Settlement Agreement;

27 WHEREAS, under Section 1 of the Prelitigation Settlement Agreement, in the event this  
28 Court declines to enter judgment in substantially the form attached hereto as Attachment A, the

1 Prelitigation Settlement Agreement shall be null and void and the Parties shall meet and confer in  
2 good faith regarding the CVRA Action.

3 Accordingly, the Parties hereby stipulate that judgment be entered according to the terms,  
4 contained in Attachment A, hereto, which is incorporated herein by reference. The Parties agree  
5 that said Judgment constitutes a permissible and appropriate remedy pursuant to Elections Code  
6 section 14029.

7  
8 **IT IS SO STIPULATED.**

9 Dated: Nielsen Merksamer Parrinello Gross & Leoni, LLP

10  
11 By \_\_\_\_\_  
12 Marguerite Mary Leoni  
13 Special Attorneys for Defendant City of San Luis  
14 Obispo

15 Dated: \_\_\_\_\_  
16 J. Christine Dietrick  
17 City Attorney, Defendant City of San Luis Obispo

18 Dated: Shenkman & Hughes

19  
20 By \_\_\_\_\_  
21 Kevin I. Shenkman  
22 Attorneys for Plaintiff Southwest Voter Registration  
23 Education Project

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1 Court to make and enter a judgment consistent with said stipulation, the Court renders its judgment  
2 as follows:

3 1. Citywide Single Vote Voting and Education Period.

4 a. City’s Electoral System. Subject to change in accordance with this Stipulated  
5 Judgment, the City may maintain an electoral system in which: four City Council members are  
6 elected at-large and the office of mayor is directly elected by the voters; City Council members are  
7 elected every two years to staggered four-year terms, with term limits of two consecutive full terms;  
8 and the Mayor is elected every two years to a two-year term, with term limits of four consecutive  
9 full terms. City may at any time implement district-based elections, as that phrase is defined in the  
10 California Voting Rights Act (“CVRA”, Elections Code section 14025 et seq.), for the election of its  
11 four City Council members in accordance with Section 5 of this Stipulated Judgment and maintain  
12 an office of Mayor directly elected by all the voters in the City.

13 b. Citywide Single Vote Voting for City Elections. The City shall conduct its 2026  
14 elections for its City Council members, and all City Council elections thereafter, utilizing Citywide  
15 Single Vote voting – a system in which all voters citywide cast a single vote, regardless of the number  
16 of seats to be elected, and the two candidates receiving the most votes are elected. Unless the City’s  
17 method of election is modified pursuant to this Stipulated Judgment prior to an election, the City  
18 shall conduct that corresponding election for its City Council utilizing Citywide Single Vote voting.

19 c. Cooperation in Outreach, Education Efforts, and Candidate Development. The  
20 Parties shall reasonably cooperate with one another between the date of entry of this Stipulated  
21 Judgment and November 2026 in connection with efforts to educate voters regarding the Citywide  
22 Single Vote voting system, as well as efforts to encourage voter registration and turnout directed at  
23 historically marginalized communities within the City. SVREP shall reasonably assist City upon  
24 City’s request, by providing its know-how in connection with efforts to educate voters and encourage  
25 voter registration and turnout among historically marginalized communities. City will agree to  
26 conduct a Community Academy bi-annually (every other year) and will provide another candidate  
27 education and development offering bi-annually in years alternating with Community Academy. In

28 STIPULATED JUDGMENT

CASE NO. \_\_\_\_\_

**ATTACHMENT A TO STIPULATION FOR ENTRY OF JUDGMENT**

**EXHIBIT C TO SETTLEMENT AGREEMENT**

1 consultation with SVREP, the City will provide reasonable support for participants (e.g.  
2 transportation, childcare, meals) to mitigate barriers to participation.

3 d. In the event the San Luis Obispo County Registrar of Voters declines for any reason  
4 to conduct the City Council elections using Citywide Single Vote voting consolidated with the  
5 statewide election, the Parties shall meet and confer in good faith.

6 2. Meet and Confer and Dispute Resolution.

7 a. Meet and Confer. Within ninety (90) days following the certification of the 2026 and  
8 2028 City Council elections, if those elections are conducted utilizing Citywide Single Vote voting,  
9 the Parties shall meet and confer concerning the corresponding election and results. Specifically, the  
10 Parties will work cooperatively to determine whether the election(s) demonstrated that Citywide  
11 Single Vote voting as implemented by City in the previous election(s) positively impacted the facts  
12 (as set forth below), which the Parties agree are relevant to analysis of a CVRA violation as alleged  
13 in the above-captioned case.

14 b. Relevant Facts. Citywide Single Vote voting shall be deemed to have positively  
15 impacted the relevant facts if the Latino-preferred candidate, if any, was elected in the corresponding  
16 election(s). If the Latino-preferred candidate was not elected in both of the elections, the Parties shall  
17 also consider as a relevant fact under the totality of the circumstances whether the Latino-preferred  
18 candidate would have been elected in those elections in District 1 of the SVREP demonstration  
19 single-member district map attached hereto as Exhibit A. The Parties shall endeavor to openly  
20 exchange information, data and analyses in the course of their meet and confer process, subject to  
21 protections as confidential settlement discussions from third party disclosure and admission as  
22 evidence in any later action against the City. Following the 2028 election, the City will bring forward  
23 for consideration at a public meeting an agenda item regarding implementation of district-based  
24 elections, if the relevant facts demonstrate that the Latino-preferred candidate was not elected using  
25 Citywide Single Vote voting in the 2026 and 2028 elections and that the Latino-preferred candidate  
26 would have been elected in those elections in District 1 of Exhibit A. In the event the City Council  
27 declines to proceed with implementation of district-based elections for City Council seats based on

28 STIPULATED JUDGMENT CASE NO. \_\_\_\_\_

**ATTACHMENT A TO STIPULATION FOR ENTRY OF JUDGMENT**

**EXHIBIT C TO SETTLEMENT AGREEMENT**

1 the relevant facts set forth herein, then SVREP may initiate CVRA litigation against the City to  
2 compel the City to implement district-based elections without the need for further demand by SVREP  
3 and without regard to the safe harbor provisions of Elections Code section 10010, provided that  
4 SVREP shall only be entitled to recover attorneys’ fees, in addition to those provided under this  
5 Stipulated Judgment, that are incurred on and after any date on which the City Council, after the  
6 public meeting discussed above, declines to implement district-based elections.

7 c. Initiation of Dispute Resolution. If the Parties are not able to agree, following the  
8 2028 elections, whether the Citywide Single Vote voting implemented by City in the 2026 and 2028  
9 elections is positively impacting the relevant facts, as set forth in subsection 2(b), above, the Parties  
10 shall promptly refer their disagreement to be decided through a judicial reference. The referee shall  
11 issue a written decision. The Parties shall meet and confer in good faith regarding judicial reference  
12 procedures.

13 d. Selection of Referee. The Parties have selected Bernard N. Grofman, currently a  
14 professor at the University of California, Irvine, to serve as referee. In the event, for whatever reason,  
15 Professor Grofman is unavailable or unwilling to serve as the referee, then the Parties select  
16 Nathaniel Persily, currently a professor at Stanford Law School, to serve as referee. In the event, for  
17 whatever reason, Professor Persily is unavailable or unwilling to serve as the referee, then the Parties  
18 select Christian Grose, currently a professor at the University of Southern California, to serve as  
19 referee. In the event, for whatever reason, Christian Grose is unavailable or unwilling to serve as the  
20 referee, then the Parties shall meet to identify a suitable referee by mutual consent. If the Parties are  
21 unable to reach mutual consent, this Court shall appoint a referee with experience in voting rights  
22 cases.

23 e. Cost of Referee. The cost of the referee shall be borne by the City. The fees and  
24 expenses of the referee shall not exceed \$50,000.00.

25 3. Attorneys’ Fees and Expenses.

26 a. City shall pay SVREP’s reasonable attorneys’ fees and expenses for work up to the  
27 entry of this Stipulated Judgment consistent with Elections Code section 14030 and/or Code of Civil

28 STIPULATED JUDGMENT CASE NO. \_\_\_\_\_

1 Procedure section 1021.5, in the amount of \$75,000.00. This amount is in full satisfaction of  
2 SVREP’s claims for attorneys’ fees, costs, and expenses, including expert fees and expenses, up to  
3 the entry of this Stipulated Judgment.

4 b. City shall also pay SVREP’s attorneys’ fees and expenses associated with monitoring  
5 and evaluating the 2026 and 2028 elections and the effectiveness of Citywide Single Vote voting in  
6 those elections up to a maximum of \$10,000.00 for each election.

7 c. In the event of a dispute pursuant to Section 2 of this Stipulated Judgment and the  
8 referee decides that SVREP is the prevailing party in such dispute, City shall also pay SVREP its  
9 reasonable attorneys’ fees and expenses associated with the dispute resolution in an amount not to  
10 exceed \$200,000.00, as well as any attorneys’ fees and expenses incurred in determining the amount  
11 of such reasonable attorneys’ fees and expenses, if contested by the City. SVREP shall provide  
12 documentation of its reasonable attorneys’ fees and expenses. In the event the referee recommends  
13 remedial action, but the City Council declines to voluntarily implement that remedial action, thus  
14 necessitating presentation of the referee’s recommendation to the Superior Court, the cap on fees and  
15 expenses expressed in this subparagraph shall apply only to those fees incurred up to the date of the  
16 Council action declining to implement the referee’s recommendation, and this Stipulated Judgment  
17 shall not limit any subsequent action by SVREP to recover all reasonable attorneys’ fees, as  
18 determined by the Court, incurred by SVREP from the date of the Council action through the date of  
19 conclusion of the judicial reference proceedings before the Superior Court.

20 d. Each payment of attorneys’ fees and costs shall be made in the form of a check or  
21 wire transfer to Shenkman & Hughes PC at 28905 Wight Rd., Malibu, CA 90265 no later than 30  
22 days following the corresponding agreement on the amount of attorneys’ fees and expenses or referee  
23 determination of that amount. Should the Parties mutually agree, a payment may be made by a later  
24 date. Such agreement to an extension of the payment deadline shall be made in writing.

25 e. The payments provided for in this Stipulated Judgment do not extinguish SVREP’s  
26 attorneys’ right to claim attorneys’ fees and expenses pursuant to Elections Code section 10010(f) in  
27 the event the City adopts a by-district election system in response to a notice pursuant to Elections

28 STIPULATED JUDGMENT CASE NO. \_\_\_\_\_

**ATTACHMENT A TO STIPULATION FOR ENTRY OF JUDGMENT**

**EXHIBIT C TO SETTLEMENT AGREEMENT**

1 Code § 10010(e) from others who are not parties to the above-captioned case. In that event, the  
2 attorneys for SVREP will be deemed first in right under Elections Code § 10010(f)(2).

3 f. Other than as set forth above, the Parties shall bear their own attorneys’ fees and  
4 expenses relating to this Stipulated Judgment and the subject matter thereof.

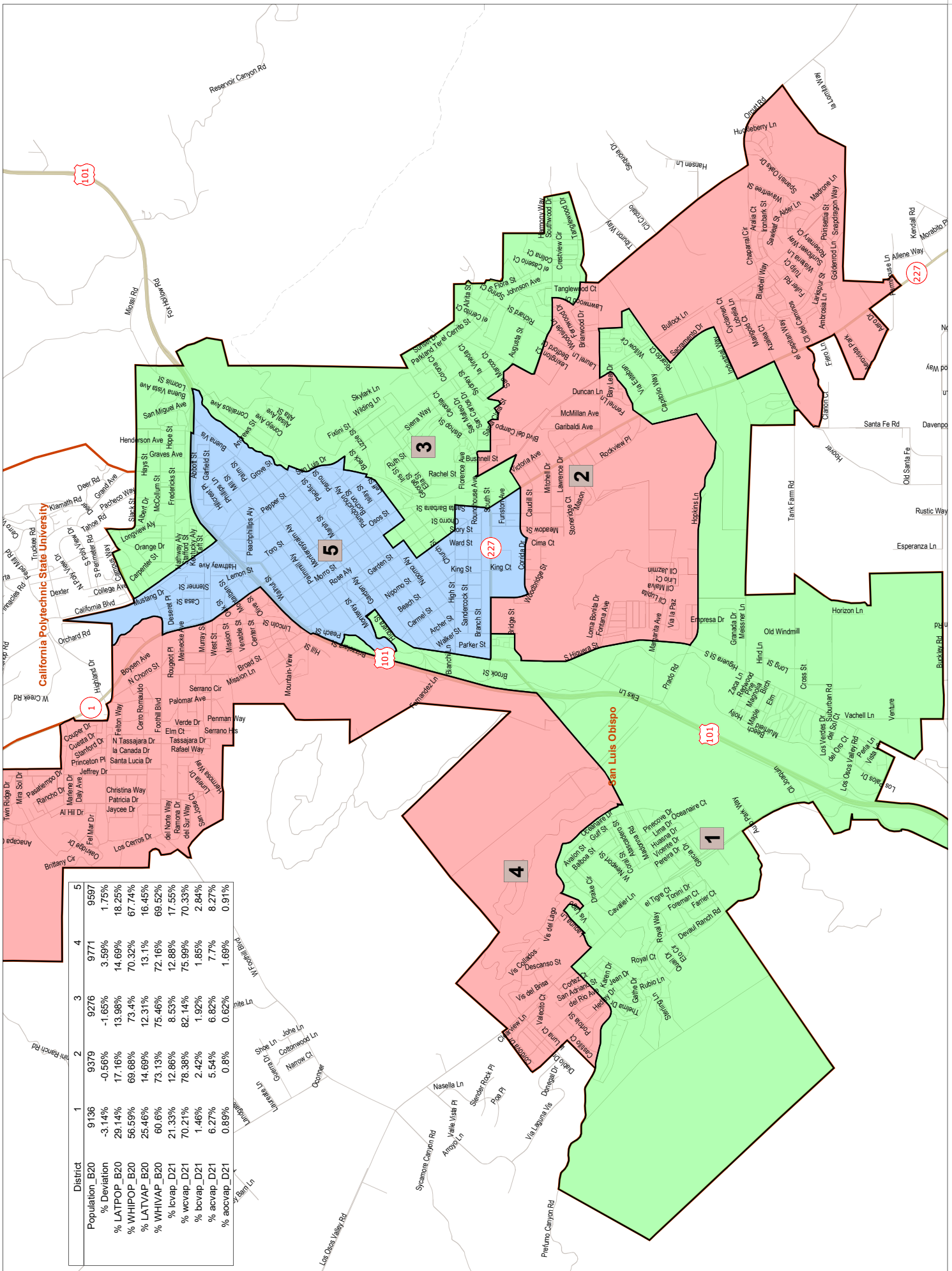
5 4. Implementation of District-based Elections. Notwithstanding anything to the contrary herein,  
6 City may at any time implement district-based elections, as that phrase is defined in Elections Code  
7 section 14026(a) for the election of its City Council members and maintain a directly-elected office  
8 of mayor. In the event that City chooses to implement district-based elections, rather than Citywide  
9 Single Vote voting, in either the 2026 or 2028 elections, or both, the provisions of Sections 1 and 2,  
10 above, with regard to that election, and the provisions in Section 3 concerning fees and costs  
11 associated with monitoring and evaluating the corresponding 2026 and/or 2028 elections, shall be  
12 inapplicable.

13 5. The Court shall retain jurisdiction to enforce the terms of this Stipulated Judgment and the  
14 Settlement Agreement, which is attached hereto as Exhibit B, pursuant to Code of Civil Procedure  
15 section 664.6.

16  
17 Dated: \_\_\_\_\_

18 HON. \_\_\_\_\_  
19 Judge, Superior Court Of The State Of  
20 California In And For The County Of San Luis  
21 Obispo

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28 STIPULATED JUDGMENT CASE NO. \_\_\_\_\_



District	1	2	3	4	5
Population_B20	9136	9379	9276	9771	9597
% Deviation	-3.14%	-0.56%	-1.65%	3.59%	1.75%
% LATPOP_B20	29.14%	17.16%	13.98%	14.69%	18.25%
% WHIPPOP_B20	56.59%	69.68%	73.4%	70.32%	67.74%
% LATVAP_B20	25.46%	14.69%	12.31%	13.1%	16.45%
% WHIVAP_B20	60.6%	73.13%	75.46%	72.16%	69.52%
% lcvap_D21	21.33%	12.86%	8.53%	12.88%	17.55%
% wcvap_D21	70.21%	78.38%	82.14%	75.99%	70.33%
% bovap_D21	1.46%	2.42%	1.92%	1.85%	2.84%
% acvap_D21	6.27%	5.54%	6.82%	7.7%	8.27%
% acovap_D21	0.89%	0.8%	0.62%	1.69%	0.91%

EXHIBIT D TO SETTLEMENT AGREEMENT