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*Exempt From Filing Fees Pursuant
To Government Code Section 6103*

7 Attorneys for Plaintiff COUNTY OF
8 FRESNO through JEAN M. ROUSSEAU,
Emergency Services Director and County
9 Administrative Officer

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF FRESNO

13 **COUNTY OF FRESNO, et al.,**
14 Plaintiff,
15 v.
16 **IMMANUEL SCHOOLS, et al.,**
17 Defendants.

Case No. 20CECG02447

**STIPULATION AND [PROPOSED]
ORDER RE: SETTLEMENT AND
RETENTION OF JURISDICTION**

[Cal. Code Civ. Proc. §664.6]

Dept: 501
Judge: Honorable D. Tyler Tharpe

19 **IMMANUEL SCHOOLS, et al.,**
20 Cross-complainants,
21 v.
22 **COUNTY OF FRESNO, et al.,**
23 Cross-defendants.

Trial Date: Not set
Action Filed: August 20, 2020

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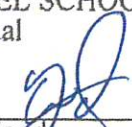
1 **JOINT STIPULATION**

2 The parties in *County of Fresno, et al. v. Immanuel Schools, et al.*, case no.
3 20CECG02447, having reached a settlement agreement executed by all parties and counsel,
4 stipulate and request that pursuant to the terms of the settlement agreement, the Court retain
5 jurisdiction under Code of Civil Procedure section 664.6, for a period of one year to entertain a
6 motion to enforce the settlement, following the dismissal of this matter. (*Sayta v. Chu* (2017) 17
7 Cal.App.5th 960; *Mesa RHF Partners, L.P. v. City of Los Angeles* (2019) 33 Cal.App.5th 913.)
8 A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "A."¹ The
9 parties acknowledge that for the Court to retain jurisdiction to enforce the settlement under Code
10 of Civil Procedure section 664.6, this Stipulation and Order must be filed before dismissal is
11 entered.

12 IT IS SO STIPULATED.

13 IMMANUEL SCHOOLS, INC. and RYAN WOOD,
14 an individual

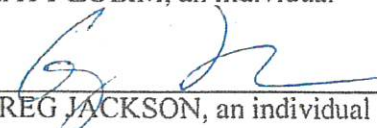
15 DATED: 10/14/2020

16 By: 
17 Ryan Wood
18 Chief Executive Officer,
19 Immanuel Schools, a non-profit corporation

17 DATED: _____


18 By: _____
19 MATT ZULIM, an individual

19 DATED: 10/14/2020

20 By: 
21 GREG JACKSON, an individual

22 COUNTY OF FRESNO; and JEAN M. ROUSEAU
23 sued in his official capacity as County
24 Administrative Officer and Emergency Services
25 Director of the County of Fresno, DAVID
26 POMAVILLE, sued in his official capacity as
27 Director, County of Fresno Department of Public
28 Health, and RAIS VOHRA sued in his official
capacity as Interim Health Officer of the County of
Fresno

25 DATED: 10/14/20

26 By: 
27 Jean M. Rousseau, County Administrative
28 Officer and Emergency Services Director,
County of Fresno

¹ A copy of Immanuel Schools' Reopening Plan, which is attached as Exhibit A to the Settlement Agreement, will be submitted separately to the Court.

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14 an individual

15 DATED: _____

15 By: _____
16 Ryan Wood
17 Chief Executive Officer,
18 Immanuel Schools, a non-profit corporation

17 DATED: 10/14/2020

17 By: Matt Zulim
18 MATT ZULIM, an individual

19 DATED: _____

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29 Fresno

25 DATED: 10/14/20

25 By: Jean M. Rousseau
26 Jean M. Rousseau, County Administrative
27 Officer and Emergency Services Director,
28 County of Fresno

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GAVIN NEWSOM, Governor, State of California,
sued in his official capacity

DATED: 10.14.20

By: 
Ann Paterson
Chief Deputy Legal Affairs Secretary
Office of the Governor

SANDRA SHEWRY, Acting Director, California
Department of Public Health, sued in her official
capacity

DATED: _____

By: _____
Kara Read-Spangler
Assistant Chief Counsel
California Department of Public Health

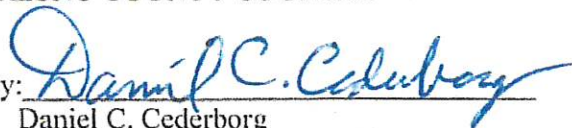
TYLER & BURSCH, LLP

DATED: _____

By: _____
Jennifer L. Bursch
*Attorneys for Defendants and Cross-Plaintiffs
Immanuel Schools and Ryan Wood and for Cross-
Plaintiffs Matt Zulim and Greg Jackson*

FRESNO COUNTY COUNSEL

DATED: 10/14/2020

By: 
Daniel C. Cederborg
*Attorneys for Plaintiff County of Fresno, and
Cross-Defendants David Pomaville and Dr. Rais
Vohra*

XAVIER BECERRA
Attorney General of California
NIROMI W. PFEIFFER
Supervising Deputy Attorney General

DATED: _____

By: _____
MARIANNE A. PANSO
Deputy Attorney General
Attorneys for Cross-defendants

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SANDRA SHEWRY, Acting Director, California
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DATED: 10/14/2020

By: Kara Read Spangler
Kara Read-Spangler
Assistant Chief Counsel
California Department of Public Health

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DATED: _____

By: _____
Jennifer L. Bursch
*Attorneys for Defendants and Cross-Plaintiffs
Immanuel Schools and Ryan Wood and for Cross-
Plaintiffs Matt Zulim and Greg Jackson*

FRESNO COUNTY COUNSEL

DATED: 10/14/2020

By: Daniel C. Cederborg
Daniel C. Cederborg
*Attorneys for Plaintiff County of Fresno, and
Cross-Defendants David Pomaville and Dr. Rais
Vohra*

XAVIER BECERRA
Attorney General of California
NIROMI W. PFEIFFER
Supervising Deputy Attorney General

DATED: _____

By: _____
MARIANNE A. PANSA
Deputy Attorney General
Attorneys for Cross-defendants

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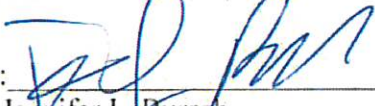
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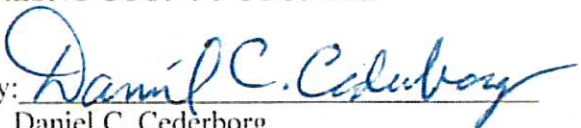
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Jennifer L. Bursch
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Plaintiffs Matt Zulim and Greg Jackson*

FRESNO COUNTY COUNSEL

DATED: 10/14/2020

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Cross-Defendants David Pomaville and Dr. Rais
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XAVIER BECERRA
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NIROMI W. PFEIFFER
Supervising Deputy Attorney General

DATED: _____

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MARIANNE A. PANSA
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Attorneys for Cross-defendants

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Jennifer L. Bursch
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Immanuel Schools and Ryan Wood and for Cross-
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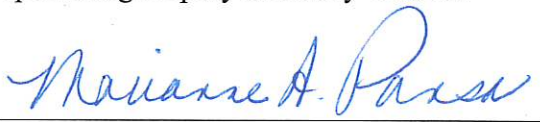
FRESNO COUNTY COUNSEL

DATED: _____

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Daniel C. Cederborg
*Attorneys for Plaintiff County of Fresno, and
Cross-Defendants David Pomaville and Dr. Rais
Vohra*

XAVIER BECERRA
Attorney General of California
NIROMI W. PFEIFFER
Supervising Deputy Attorney General

DATED: 10/14/2020

By: 
MARIANNE A. PANSA
Deputy Attorney General
*Attorneys for Cross-Defendants Gavin Newsom
and Sandra Shewry*

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[PROPOSED] ORDER

The Court, having reviewed the above stipulation of the parties, and good cause appearing, orders that the parties' joint request is GRANTED and the Court shall retain jurisdiction to enforce the Settlement Agreement for a period of one year from the date of this Order, pursuant to Code of Civil Procedure section 664.6 irrespective of the dismissal of this matter.

IT IS SO ORDERED.

DATE: _____

HONORABLE D. TYLER THARPE

EXHIBIT A

SETTLEMENT AGREEMENT

County of Fresno et al. v. Immanuel Schools, et al.

and all related cross actions

Superior Court of the State of California

In and for the County of Fresno, Case No. 20CECG02447

This Settlement Agreement (“Agreement”) is entered into by the following parties: Cross-Defendants Governor Gavin Newsom and Acting Director of the California Department of Public Health Sandra Shewry¹ (“State”), Plaintiff County of Fresno through its County Administrative Officer Jean Rousseau, Cross-Defendants David Pomaville and Rais Vohra (“County”), and Defendants and Cross-Plaintiffs Immanuel Schools and Ryan Wood, and Cross-Plaintiffs Matt Zulim and Greg Jackson (“School”). Collectively the parties listed above are referred to in this Agreement as “the Parties.”

I. RECITALS

A. WHEREAS, on August 20, 2020, the County filed a Verified Complaint for Injunctive Relief for Violation of Statewide Public Health Officer Order and Local Health Order and for Public Nuisance (hereinafter “County Complaint”) against the School seeking temporary, preliminary and injunctive relief against the School for conducting in-person classroom instruction in violation of State and County health orders; and

B. WHEREAS, on September 11, 2020, the School (including two individual parents of students of Immanuel Schools) filed a Verified Cross-Complaint for a Violation of the Equal Protection Clause of the California Constitution; for a Violation of the Contracts Clause of the California Constitution; for a Violation of the Fourteenth Amendment of the U.S. Constitution; and Declaratory and Injunctive Relief (hereinafter “School Cross-Complaint”) against the State, the County (including both the County of Fresno and individual officers and employees of the County in their official capacities); and

C. WHEREAS, on September 14, 2020, the State made a general appearance and joined the County’s application for a preliminary injunction; and

D. WHEREAS, on September 15, 2020, the Court granted the County’s application for a preliminary injunction; and

E. WHEREAS, on September 17, 2020, the Court issued a Preliminary Injunction barring Defendants Immanuel Schools and Ryan Wood from conducting in-person classroom instruction in violation of State and County health orders; and

F. WHEREAS, on September 18, 2020, the School filed a Notice of Appeal, from the Court’s Order Granting the Application for Issuance of a Preliminary Injunction; and

¹ Sandra Shewry’s title in the cross-complaint is erroneously identified as the State Public Health Officer and Department of Public Health Director.

G. WHEREAS, on September 30, 2020, the Court issued an Order to Show Cause re: Contempt and Hearing on Possible Imposition of Monetary Sanctions (OSC re Contempt and Sanctions) to Defendants Immanuel Schools and Ryan Wood for allegedly violating the Preliminary Injunction, setting the hearing on the order to show cause for October 9, 2020 (OSC Hearing re Contempt and Sanctions); and

H. WHEREAS, pursuant to the stipulation of the Parties to continue the show cause hearing, the School agreed not to deliver in-person instruction for grades K-12 from October 8, 2020, through and including October 12, 2020, and the Court continued the OSC Hearing re Contempt and Sanctions to October 20, 2020; and

I. WHEREAS, the County of Fresno was certified by the California Department of Public Health (hereinafter "CDPH") to move into the Red Tier (Tier 2) under the State of California's Blueprint for a Safer Economy as of CDPH's designation of county tier status at or about 12:00 noon on September 29, 2020, and remains in the red tier as of CDPH's designation of county tier status at or about 12:00 noon on October 13, 2020; and

J. WHEREAS, the Parties wish to settle and finally resolve the County Complaint, the School Cross-Complaint and all pending appeals in this litigation (the "Action"), in order to protect public health and safety and avoid the uncertainty associated with further litigation; and

K. THEREFORE, the Parties have negotiated in good faith and have agreed on the following terms in this Agreement in order to resolve this case short of trial.

II. AGREEMENT

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows.

1. Effective Date of Agreement: The Effective Date of this Agreement shall be the date of final execution of this Agreement by all the Parties. The Parties further expressly agree that County Administrative Officer Jean M. Rousseau, County Director of Public Health David Pomaville and County Interim Health Officer Dr. Rais Vohra bring this action and are named as cross-defendants in their official capacities as officers and employees of the County of Fresno, the County of Fresno is the real party in interest as to the County parties in this lawsuit and an appropriate party to this Agreement.

2. Reopening of Immanuel Schools. Immanuel Schools may reopen for in-person classroom instruction and other in-person school activities under the following circumstances:

a. For All Grades Kindergarten through 12th Grade. Pursuant to the State of California's Blueprint for a Safer Economy and associated guidances allowing for the reopening of Kindergarten through 12th Grade schools for in-person classroom instruction, the School is authorized to open for in-person classroom instruction for all grades pursuant to California health guidelines and orders for schools for grades Kindergarten to 12th grade. The School will operate in compliance with all applicable state and local COVID-19 related orders and pursuant to a reopening plan that is consistent with the California Department of Public Health COVID-19

Industry Guidance: Schools and School-Based Programs, updated August 3, 2020 (hereinafter “CDPH Schools Industry Guidance”), throughout the COVID-19 emergency, until the health orders are revoked as described in paragraph 2.b. The County of Fresno reviewed and approved the School’s reopening plan and it is in compliance with all applicable state and local COVID-19 related orders. A true and correct copy of a reopening plan for the School, which the County of Fresno agrees meets the requirements of this paragraph, is attached as Exhibit A and is incorporated herein by reference. The Parties agree and acknowledge that the School reserves all rights to challenge or enjoin enforcement of any new state or local COVID-19 related school order or requirement established after the effective date of this Agreement.

b. Subsequent Order of the State. The State issues a subsequent order or orders revoking the current state-wide state of emergency with respect to the COVID-19 pandemic, and the County terminates the County local state of emergency to the COVID-19 pandemic, and/or allows in-person classroom instruction on terms materially different than specified above in subparagraph (a) or without restriction.

3. On-site Inspection: The School agrees to on-site inspection by the County upon 48-hour notice to assess compliance with all applicable state and local orders and the School’s County-approved reopening plan.

4. Dismissal of Action: Following final execution of this Agreement, and within five (5) court days after entry of any order pursuant to the OSC Hearing re: Contempt and Sanctions, including any continued proceedings regarding same, the Parties shall file requests for dismissals with prejudice or abandonment where appropriate, of all complaints, cross-complaints, or appeals currently pending in this Action, including but not limited to, the County Complaint, the School Cross-Complaint and the appeal noticed on or about September 18, 2020, by Defendants Immanuel Schools and Ryan Wood, concerning the issuance of the Preliminary Injunction. The Parties agree that such dismissals of the complaints or cross-complaints will provide for the Court’s retained jurisdiction to enforce this Agreement as stipulated to and requested pursuant to the provision of paragraph 8.a.

5. Order to Show Cause Re: Contempt and Sanctions:

a. Upon final execution of this Agreement, the Parties shall notify the Court of the pending settlement. At or before the OSC Hearing re Contempt and Sanctions presently scheduled for October 20, 2020, the State and the County shall inform the Court that in light of the settlement, the State and the County are withdrawing any request for monetary sanctions or attorney fees and costs, as to any violations of the Preliminary Injunction, through and including October 13, 2020. The Parties acknowledge that the Court has independent authority with respect to finding the School in contempt or violation of the Preliminary Injunction, or issuing monetary sanctions for the failure to follow a Court order. The Parties further acknowledge that neither the State, nor the County can make any representation or guarantee that a finding of contempt or other violation of the Preliminary Injunction, or for sanctions against the School for conduct through and including October 13, 2020, will not be ordered by the Court. If the Court, in its discretion and in spite of the withdrawal of the request for sanctions by the State and the County, issues an order requiring the payment of sanctions by the School, this action shall not

affect the validity or enforceability of this Agreement, nor constitute a breach of this Agreement by any of the Parties.

b. Waiver of Appeal: Defendants Immanuel Schools and Ryan Wood waive the right to appeal that part of any order issued by the Court with respect to the OSC re Contempt and Sanctions currently scheduled for October 20, 2020, for any conduct through and including October 12, 2020, including any finding of contempt or violation of the Preliminary Injunction or the amount of any sanctions that may be imposed.

6. Costs and Attorney's Fees: The Parties agree to each bear their own costs and attorney's fees in this Action and no payment of any kind to or from any party is required by any term of this Agreement.

7. Release of Claims:

a. General Release: Except for the obligations that are expressly set forth in this Agreement, the School shall and hereby does release, compromise and forever discharge the State and County, their past or current board members, officers, employees, contractors, agents, successors and assigns, and all of them, as well as any and all persons acting or allegedly acting by, under, through or in concert with any of them (hereinafter "Released Parties"), against any and all claims, damages, actions, causes of action, liabilities, judgments, liens, contracts, agreements, rights, debts, suits, obligations, promises, acts, costs and expenses (including, but not limited to, attorneys' fees), damages and charges of whatsoever nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, or ever filed or prosecuted (hereinafter, collectively referred to as "Claims") which the School may now have, or claims to have, or any time heretofore had, or claimed to have had, against the Released Parties as a result of things undertaken, said, stated, done or admitted to be done up to and including the Effective Date of this Agreement.

b. Waiver of Unknown and Unanticipated Claims: It is understood and agreed that the releases as referred to herein are full and final releases by the School of the Released Parties, and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed. With respect to any claims by the School against the Released Parties, the School expressly waives the provisions of California Civil Code section 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 MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In that connection, the Parties hereto, and each of them, understand and acknowledge that one or more of the Claims may include losses sustained by the School on account of the Released Parties that are presently unknown or unsuspected, and that such losses as were sustained may give rise to additional losses and expenses in the future, which are not now anticipated. Nevertheless, the School acknowledges that this release has been negotiated and agreed upon,

and that in consideration for the rights and benefits under this Agreement, the School intends and hereby does release, acquit and forever discharge the Released Parties as set forth in paragraph 7.a. of this Agreement, above.

8. Equitable Relief; Liquidated Damages; Enforcement of Agreement:

a. Retained Jurisdiction. The Parties stipulate and agree to request that the Court retain jurisdiction to enforce the terms of this Agreement pursuant to the Code of Civil Procedure section 664.6 for a period of one year, and to submit a separate stipulation and proposed order requesting that the Court so retain jurisdiction. The parties agree and intend that 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 Superior Court for the County of Fresno, for equitable or other relief. If the Court denies the Parties' request to retain jurisdiction, this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

b. Meet and Confer. The Parties agree that prior to the commencement of any motion or other court action to compel compliance with the terms of this Agreement, that the Party asserting non-compliance shall provide notice of non-compliance in writing to the offending Party. The offending Party shall have 72 hours to provide a written response to the written notice of violation. The Parties agree to meet and confer in person, through a live meeting electronically or telephonically within 72 hours after the written response is provided. If agreement of the Parties as to resolution of the alleged violation is not reached either in the written response to the notice of violation or following the in person conference, or if the actions necessary to resolve the alleged violation are not taken by the offending party within a time frame that has been agreed to in writing between the Parties, a motion or other court action to compel compliance and seeking liquidated damages may be commenced in the Fresno County Superior Court as provided in paragraphs 8.a. and 8.c.

c. Liquidated Damages. The Parties further agree that any damage or injury from any breach of this Agreement by the School will be difficult to ascertain and that therefore liquidated damages are appropriate in the case of a breach by the School. The Parties therefore agree that if the Court finds that the School has operated in-person classroom instruction or school activities in breach of its obligations set forth above as to any state or local COVID-19 related orders or requirements in effect on the effective date of this Agreement, then liquidated damages of one thousand dollars (\$1,000.00) per day for such violation or violations as are found to have occurred are warranted and may be awarded by the Court in addition to any other relief.

d. Attorney's Fees and Costs: The prevailing party in any action to enforce any term of this Agreement will be entitled to recover reasonable attorneys' fees and costs.

9. Construction: This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. The Parties agree that this Agreement shall be construed and interpreted without regard to the identity of the party drafting this Agreement, as though all Parties hereto participated equally in the drafting of this Agreement.

10. Advice of Counsel: The Parties represent that they know and understand the contents of this Agreement, and that this Agreement has been executed voluntarily. The Parties each further represent that they have had an opportunity to consult with an attorney of their choosing and that they have been fully advised by the attorney with respect to their rights and obligations under this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.

11. Entire Agreement: No promise, inducement, understanding, or agreement not expressly stated herein has been made by or on behalf of the Parties, and this Agreement contains the entire agreement of the Parties related to the subject matter of this Agreement.

12. Amendments in Writing: This Agreement may not be altered, amended, modified, or changed in any way except by a writing duly executed by all Parties hereto through duly authorized representatives.

13. Choice of Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California. If any party to this Agreement brings a lawsuit to enforce or interpret this Agreement, the lawsuit shall be filed in the County of Fresno, California.

14. Execution of Agreement: This Agreement may be executed in duplicate copies, each of which is deemed an original and each Party shall receive a fully executed version. The Parties agree that either fully executed version is an original and may be entered into evidence to prove the terms of this Agreement or for any other lawful purpose.

15. Signatures/Electronic Delivery: An electronically signed copy of this Agreement may be delivered by facsimile, email, or other means of electronic transmission and any such transmission shall be deemed to have the same legal effect as delivery of a manually signed original copy of this Agreement. The Parties hereby agree that an electronic signature received via electronic transmission shall be valid and enforceable just as an original signature.

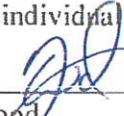
16. Severability: If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given full force and effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

17. Representation and Warranties of Authority: Each Party to this Agreement has the authority to execute this Agreement, and this Agreement as so executed will be binding upon each Party and upon its agents, employees, attorneys, affiliates, representatives, heirs, executors, conservators, successors, assigns, and those who they represent or whose rights they seek to protect in this Action. Each person signing this Agreement represents and warrants that they have the authority to sign and execute this Agreement on behalf of the Party for which they sign.

This Agreement consists of Recitals A – K and Paragraphs 1 – 17.

IMMANUEL SCHOOLS, INC. and RYAN WOOD, an individual

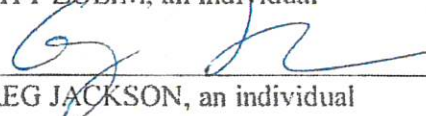
DATED: 10/14/2020

By: 
Ryan Wood
Chief Executive Officer,
Immanuel Schools, a non-profit corporation

DATED: _____


By: _____
MATT ZULIM, an individual

DATED: 10/14/2020

By: 
GREG JACKSON, an individual

COUNTY OF FRESNO: and JEAN M. ROUSSEAU sued in his official capacity as County Administrative Officer and Emergency Services Director of the County of Fresno. DAVID POMAVILLE, sued in his official capacity as Director, County of Fresno Department of Public Health. and RAIS VOHRA sued in his official capacity as Interim Health Officer of the County of Fresno

DATED: 10/14/20

By: 
Jean M. Rousseau, County Administrative Officer and Emergency Services Director,
County of Fresno

DATED: _____

GAVIN NEWSOM, Governor, State of California, sued in his official capacity

By: _____
Ann Patterson
Chief Deputy Legal Affairs Secretary
Office of the Governor

SANDRA SHEWRY, Acting Director, California Department of Public Health, sued in her official capacity

DATED: _____

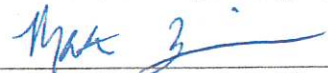
By: _____
Kara Read-Spangler
Assistant Chief Counsel
California Department of Public Health

IMMANUEL SCHOOLS, INC. and RYAN WOOD, an individual

DATED: _____

By: _____
Ryan Wood
Chief Executive Officer,
Immanuel Schools, a non-profit corporation

DATED: 10/14/2020


By: 
MATT ZULIM, an individual

DATED: _____

By: _____
GREG JACKSON, an individual

COUNTY OF FRESNO; and JEAN M. ROUSEAU sued in his official capacity as County Administrative Officer and Emergency Services Director of the County of Fresno, DAVID POMAVILLE, sued in his official capacity as Director, County of Fresno Department of Public Health, and RAIS VOHRA sued in his official capacity as Interim Health Officer of the County of Fresno

DATED: 10/14/20

By: 
Jean M. Rousseau, County Administrative Officer and Emergency Services Director, County of Fresno

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DATED: _____


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MATT ZULIM, an individual

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DATED: 10/14/20

By: 
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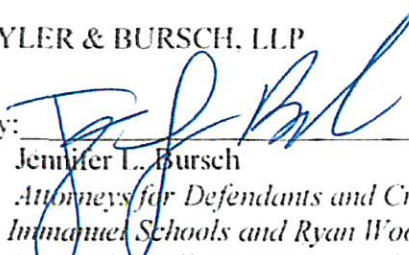
By: 
Kara Read-Spangler
Assistant Chief Counsel
California Department of Public Health

(ATTORNEY SIGNATURES FOLLOW)

Approved as to Form:

DATED: 10/14/2020


TYLER & BURSCH, LLP

By: 
Jennifer L. Bursch
*Attorneys for Defendants and Cross-Plaintiffs
Immanuel Schools and Ryan Wood and for
Cross-Plaintiffs Matt Zulim and Greg Jackson*

Approved as to Form:

DATED: 10/14/2020

FRESNO COUNTY COUNSEL

By: 
Daniel C. Cederborg
*Attorneys for Plaintiff County of Fresno, and
Cross-Defendants David Pomaville and Dr. Rais
Vohra*

Approved as to Form:

XAVIER BECERRA
Attorney General of California
NIROMI W. PFEIFFER
Supervising Deputy Attorney General

DATED: _____

By: _____
MARIANNE A. PANSA
Deputy Attorney General
Attorneys for Cross-Defendants

(ATTORNEY SIGNATURES FOLLOW)

Approved as to Form:

TYLER & BURSCH, LLP

DATED: _____

By: _____

Jennifer L. Bursch
*Attorneys for Defendants and Cross-Plaintiffs
Immanuel Schools and Ryan Wood and for
Cross-Plaintiffs Matt Zulim and Greg Jackson*

Approved as to Form:

FRESNO COUNTY COUNSEL

DATED: _____

By: _____

Daniel C. Cederborg
*Attorneys for Plaintiff County of Fresno, and
Cross-Defendants David Pomaville and Dr. Rais
Vohra*

Approved as to Form:

XAVIER BECERRA
Attorney General of California
NIROMI W. PFEIFFER
Supervising Deputy Attorney General

DATED: 10/14/2020

By: 

MARIANNE A. PANSA
Deputy Attorney General
*Attorneys for Cross-Defendants Gavin
Newsom and Sandra Shewry*

DECLARATION OF SERVICE BY E-MAIL and U.S. Mail

Case Name: *County of Fresno, et al. v. Immanuel Schools, et al.*
No.: **20CECG02447**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On October 16, 2020, I served the attached **STIPULATION AND [PROPOSED] ORDER RE: SETTLEMENT AND RETENTION OF JURISDICTION** by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, addressed as follows:

Daniel C. Cederborg, Esq.
County Counsel
Katwyn T. Delarosa, Esq.
Deputy County Counsel
Fresno County Counsel
2220 Tulare Street, Suite 500
Fresno, CA 93721
E-mail Address: dcederborg@fresnocountyca.gov
E-mail Address: kadelarosa@fresnocountyca.gov

Jennifer Bursch, Esq.
Tyler & Bursch, LLP
25026 Las Brisas Road
Murrieta, CA 92562
E-mail Address: jbursch@tylerbursch.com

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on October 16, 2020, at Fresno, California.

Carol Borunda

Declarant

/s/ Carol Borunda

Signature

Kristina Katsounakis

Declarant

/s/ Kristina Katsounakis

Signature