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

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16 SOUTHWEST VOTER REGISTRATION) Case No.
    EDUCATION PROJECT,   )
17   ) **STIPULATED JUDGMENT**
)
18   *Plaintiff*,   ) JUDGE:
     vs.   ) DEPARTMENT:
19   ) ACTION FILED:
)
20   CITY OF SAN LUIS OBISPO,   )
     CALIFORNIA; and DOES 1-100, inclusive,)
21   )
             Defendants.   )
22   )
)
23   )
)

24   Plaintiff SOUTHWEST VOTER REGISTRATION EDUCATION PROJECT and

25   Defendant CITY OF SAN LUIS OBISPO, CALIFORNIA, a public entity ("Defendant"), having

26   stipulated to all terms and conditions set forth herein, and having requested the Court to make and

27   enter a Judgment consistent with said stipulation, the Court renders its judgment as follows:

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1.   Citywide Single-vote Voting and Education Period.

a.   City's Electoral System. Subject to change a set forth below: 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 4 of this Stipulated Judgment and maintain an office of Mayor directly-elected by all the voters in the City.

b.   Citywide Single-vote Voting for City Elections. The 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 Stipulated Judgment 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 conduct a Community Academy bi-annually (once 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.

2. 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 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, if any, 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 as Exhibit D to the Pre-Litigation Settlement Agreement And Release Of All Claims between the Parties. 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 a 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 by-district 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

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candidate would have been elected in those elections in District 1 of the SVREP demonstration single-member district map, attached hereto as 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 Stipulated Judgment, 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 2(b), above, 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 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, 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 to serve as Referee. In the event, for whatever reason, Christiain 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 court 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.

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3.   Attorneys' Fees and Expenses.

a.   City shall pay SVREP's reasonable attorneys' fees and expenses for work up to the entry of this stipulated Judgment 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 this Stipulated Judgment.

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 2, above, 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 judgment 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.   Payment of the 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.

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e.   Other than as set forth above, the Parties shall bear their own attorneys' fees and expenses relating to this action and the subject matter thereof.

4.   District-based Elections.

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 1 and 2, above, with regard to that election, and the provisions in Section 3 concerning fees and costs associated with monitoring and evaluating the 2026 and/or 2028 elections, shall be inapplicable.

5.   The Court shall retain jurisdiction to enforce the terms of this Stipulated Judgment and the Settlement Agreement pursuant to Code of Civil Procedure Section 664.6.

Dated: _____   _____

HON. _____
JUDGE, SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF ORANGE