

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT (“Agreement”) is made by and between BENJAMIN VERDUSCO (“Plaintiff”) and PERMIT SONOMA (a department of the COUNTY), COUNTY OF SONOMA, a public entity (“COUNTY”), and various Individual Defendants (“County Defendants”). It is made in consideration of and with respect to each of the following recitals:

WHEREAS,

A. This dispute concerns use of Unmanned Aerial Vehicles (“UAVs” or “drones”)

B. On June 4, 2025, Plaintiff filed a complaint for injunctive and declaratory relief against Permit Sonoma, County of Sonoma, and various individual defendants, in the Superior Court, County of Sonoma, Case No. 25CV03893, captioned *Nichola Schmitz, Benjamin Verduco, and Suzanne Brock v. Permit Sonoma, et al.* (the “Action”).

C. Plaintiff alleges that the use of UAVs by the Code Enforcement Section (CE) of Permit Sonoma, without obtaining a warrant, violates Article I, sections 1 and 13 of the California Constitution.

D. County denies the allegations and claims.

E. It is the desire of Plaintiff and the County to effect a full and complete compromise, settlement and resolution between and among themselves and on behalf of their current and former agents, servants, employees, officers, and representatives of all the facts and circumstances referenced in these Recitals, including any fact or circumstance raised by the Action or relating thereto, or arising out of any interaction between and among the County and Plaintiff.

F. The parties acknowledge that all claims (whether past, present or future) made in the Action or related in any way thereto are disputed, and that this Release and Settlement Agreement is not intended to and shall not be construed as an admission of fact, liability or responsibility in any manner whatsoever. The statements here set forth are intended as efforts to compromise pursuant to Section 1152 of the Evidence Code of the State of California.

IT IS, THEREFORE, AGREED THAT:

1. The County shall pay a total of Fifty Thousand (\$50,000) to Plaintiff and his counsel, as follows:

(a) a check made payable to “ACLU Foundation of Northern California” [with note “for disbursement to client Benjamin Verduco ”].

2. The payment described above in Paragraphs 1(a) shall be due and payable within 21 days of the completion of the conditions described in Paragraph 6, below.

3. In consideration of the matters set forth above, Plaintiff shall, and hereby do, waive, release and relinquish any and all claims of right or causes of action (including attorney’s fees and costs) that Plaintiff may now or hereafter have against the County arising from or related to the facts and circumstances referenced in the Recitals, above, any facts or circumstances raised by the Actions, and any facts or circumstances related to the County’s interaction or involvement with Plaintiff pertaining to the code violations and abatement giving rise to or pertaining to the facts as alleged in the Complaint. .

(a) This waiver and release is made specifically on behalf of Plaintiff, Plaintiff’s heirs, successors, representatives, assigns and/or any and all related parties, Plaintiff’s attorneys, and anyone acting on their behalf. Such waiver and release shall and does inure to the benefit of the County of Sonoma, its current and former agents, servants, employees, officers and any other person or legal entity charged with responsibility, whether directly, indirectly or vicariously, for the facts and circumstances in the above mentioned recitals, the Actions, or any aspect of the interaction and relationships between and among the County and Plaintiff or Plaintiff’s attorneys.

(b) This waiver and release is intended to and shall include all claims of every kind, whether past, present or future, known or unknown, that has arisen or may hereafter arise from the facts and circumstances in the above mentioned recitals, arising from, raised by, related to, or referenced in the Action. For such purposes, Plaintiff acknowledge the provisions of Section 1542 of the Civil Code of the State of California and hereby knowingly waive the benefits of such provisions. Plaintiff understands that the said Section 1542 provides:

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

(c) Each party shall bear the responsibility for and pay their own attorney's fees and costs which may have been or will be incurred as a result of or relating to the facts and circumstances in the above mentioned recitals, any facts and circumstances raised by or referenced in the Action, and any aspect of the interaction and relationships between and among the County and Plaintiff.

4. Plaintiff hereby represents and warrants that Plaintiff has not assigned, transferred, encumbered, or hypothecated any claim of right or cause of action which is the subject matter of this Agreement. Plaintiff shall defend and indemnify and hold the County, all of its departments, current and former agents, servants, employees, personnel and any other person or legal entity charged with responsibility free and harmless from any damage, losses or expenses, including attorney's fees and costs, resulting to the County for any breach of the warranty provisions of this Paragraph by each Plaintiff.

5. Plaintiff hereby represent and warrant that except for the Action, Plaintiff has not filed or commenced, and does not intend to file or commence, any other type of legal or administrative proceeding with any person, legal entity, governmental or administrative agency concerning the facts and circumstances of the above Recitals, the facts of circumstances raised by or referenced in the Action, and/or the interaction between and among the County and Plaintiff. Plaintiff shall defend and indemnify and hold the County free and harmless from any damage, losses or expenses, including attorney's fees and costs, resulting from any breach of the warranty provisions of this Paragraph 5 by Plaintiff.

6. This Agreement is made specifically contingent on the following condition: The County shall have no obligation to pay the sums set forth in Paragraph 1, above, unless this Agreement is approved by the Sonoma County Board of Supervisors ("Board").

7. Upon execution of this Agreement, Plaintiff shall file a Notice of Settlement in the Action. Within ten days of the completion of the conditions described in Paragraph 6 above,

Plaintiff shall execute and deliver to the County a fully executed Request for Dismissal with Prejudice regarding the Action. Once received, and upon payment of the settlement proceeds described in Paragraph 1(a), above, the County, through its attorneys of record, will file the Request for Dismissal.

Non-Monetary Terms

8. Respect for Residents' Privacy:

The Code Enforcement division ("CE") of Permit Sonoma shall only use drones to fly over or monitor a private home or the curtilage around it when (1) it has obtained a warrant, (2) it has obtained consent from the property owner, tenant, and/or resident, or (3) exigent circumstances justify surveillance without obtaining a warrant. CE may monitor and record open fields without meeting the three preceding requirements. Recording of a home or curtilage incidental to a drone flight monitoring open fields would not violate this agreement. Any home or curtilage image taken incidental to a drone flight will be redacted or blurred out before public distribution..

a. Warrant Standard

Except as noted, CE will obtain an inspection warrant before it uses drones to fly over, monitor, or record a private home or curtilage for civil code enforcement purposes under the standards articulated in California Code of Civil Procedure § 1822.50 *et seq.* Inspection warrants cannot be used by CE for criminal investigations. If CE has reason to believe that information gathered through its drone operations may be used to support criminal enforcement proceedings, it will seek to obtain a warrant supported by probable cause.

b. Consent

CE may use drones to fly over, monitor, or record a private home or curtilage without a warrant provided it has obtained consent to do so from the property owner, tenant, and/or resident(s) of the property.

c. Exigent Circumstances

CE may use drones to fly over, monitor, or record a private home or curtilage without first obtaining a warrant or consent when required by exigent circumstances, as defined by applicable Fourth Amendment jurisprudence.

9. Recording and Retention Limitations:

CE shall only record imagery using a drone under the circumstances described in item #8 above.

CE shall amend its retention schedule to delete data collected by drone use no later than 30 days after it is obtained; but only if the data has not been identified as part of an ongoing code enforcement investigation or CE is not otherwise required by law to retain the data.

CE shall delete the imagery 30 days after the legal restriction against deletion ends, as determined by the County.

10. Secondary Use and Sharing Limitations:

Drone-collected code enforcement data that contains curtilage will not be voluntarily shared with third parties, exclusive of the property owner or tenant, unless required by an enforceable and/or compelled legal process. Whether images, or video, or data that may be shared with the property owner or tenant are subject to public disclosure depends on whether a statute, such as the California Public Records Act, or other enforceable law or legal process requires it.

Absent a warrant based on probable cause, or an applicable warrant exception, CE shall not refer potential minor criminal cases (i.e., misdemeanor or infraction) to the District Attorney for proposed criminal prosecution based solely on CE drone use evidence.

11. Transparency of Policy and Logs:

a. Drone Use Policy

Barring any major emergency or event which causes an unanticipated delay, Permit Sonoma will present its revised drone policy to the County Board of Supervisors to begin public comment and any modifications, revisions, or edits at the earliest time, but no later than one year of the final execution of the settlement agreement. Once finalized, CE will publish a copy of the

policy on its government website. Nothing in this Agreement dictates the contents of this policy, except that the policy shall be consistent with the requirements in this Agreement and shall be consistent with applicable law.

b. Notice to Individuals Subject to Investigation

CE will provide notice to owners or residents of a private property that has or may have been surveilled by drone. This notice shall appear in any notice of violation or other written materials provided to the owner, tenant, or resident.

c. Production of Logs to ACLU

For a period of two (2) years, CE will provide Plaintiffs' attorneys at the ACLU Foundation of Northern California copies of any updated drone flight log of drone flights since the prior flight log. These logs will be provided every six months, starting with a current log upon execution of the final agreement.

12. Prohibited Measures:

CE will not weaponize drones.

13. Accessibility:

CE will offer to provide interpreter services, including ASL, to the extent needed, for any individual subject to a civil code enforcement investigation where CE relied on drones. CE will otherwise follow Sonoma County's Language Access Policy and will post a reference and link to the policy on CE's website.

Additional Terms

14. Plaintiff and Plaintiff's counsel represent and warrant that there are no liens or claims of lien or assignments in law or equity or otherwise herein. Plaintiff and his counsel further warrant and represent that Plaintiff is fully entitled to give a complete release and discharge. Plaintiff and Plaintiff counsel further agree to defend and to indemnify and save harmless the County from and against all such liens and subrogation claims brought against the County, including but not limited to:

(a) Section 708.410 et seq. of the California Code of Civil Procedure (relating to liens of judgment creditors).

(b) Any other state or federal statutory lien or liability, or any contractual or common law lien, or liability, with particular but not exclusive reference to liens relating to or arising from claims against, or benefits provided to or for the benefit of Plaintiff.

15. The County makes no representations or warranties whatsoever concerning the impact of this Agreement on the taxable income of each Plaintiff or Plaintiff's attorney, or concerning whether amounts received are or are not subject to any type or description of tax by any federal, state or local authority. Plaintiff and his counsel are invited to seek the advice of their own tax professionals prior to entering into the Agreement.

16. Plaintiff and the County understand and warrant that this document contains the entire agreement between the parties. There are no promises, inducements, or assurances not expressed in this Agreement which have been made to Plaintiff.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Counsel for the County shall provide all parties a conformed copy of the executed documents. For such purposes, an executed email or facsimile copy shall be deemed an original.

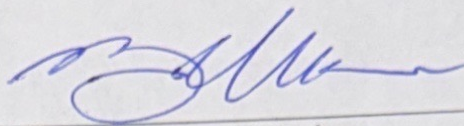
18. The Court will retain jurisdiction over this matter for one year following the date of execution of this Agreement. This Agreement may be enforced by any party hereto by a motion under Code of Civil Procedure section 664.6 or by any other procedure permitted by law in the Superior Court of Sonoma County, both by express agreement of the parties hereto and notwithstanding any provisions of the law regarding confidentiality. This Agreement is only enforceable by the parties to this Agreement.

19. The invalidity of any provision of this Settlement Agreement as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

20. The parties acknowledge that they have been represented by counsel. The County, and each of County Defendant, has been represented by County Counsel. Plaintiff has been represented by the American Civil Liberties Union Foundation of Northern California and O'Melveny & Meyers LLP.

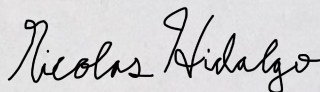
21. Plaintiff acknowledges that Plaintiff has discussed this Agreement with Plaintiff's counsel, and has been advised of and understands its meaning, and has been advised of and understands the potential legal consequences. Plaintiff freely and voluntarily enters into this Agreement, and assumes the responsibility of its legal consequences.

Date: 7/30/2026



Benjamin Verdusco
Plaintiff

Date: 08/13/2026



American Civil Liberties Union Foundation
of Northern California
Attorney for Plaintiff

Date: 8/19/2026 | 2:40:09 PM PDT

DocuSigned by:
JONATHAN P. SCHMELLER

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O'Melveny & Meyers LLP.
Attorney for Plaintiff

Date: _____

County of Sonoma
Permit Sonoma

Date: _____

County Counsel

21. Plaintiff acknowledges that Plaintiff has discussed this Agreement with Plaintiff's counsel, and has been advised of and understands its meaning, and has been advised of and understands the potential legal consequences. Plaintiff freely and voluntarily enters into this Agreement, and assumes the responsibility of its legal consequences.

Date: _____

Benjamin Verduco
Plaintiff

Date: _____

American Civil Liberties Union Foundation
of Northern California
Attorney for Plaintiff

Date: _____

O'Melveny & Meyers LLP.
Attorney for Plaintiff



Digitally signed by Scott Orr
DN: cn=Scott Orr, ou=Permit
Sonoma,
email=scott.orr@sonomacounty.
gov, c=US
Date: 2026.09.01 12:23:15 -07'00'

Date: _____

County of Sonoma
Permit Sonoma

Date: 9-1-26



County Counsel