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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

UNIFYSCC, et al.,

Plaintiffs,

vs.

SARA H. CODY, et al.;

Defendants.

Case No.: 22-cv-01019-BLF

**CONFIDENTIAL JOINT
SETTLEMENT CONFERENCE
STATEMENT**

DATE: March 26, 2026

TIME: 10:00 a.m.

PLACE: Courtroom 6, 4th Floor

1 **A. SETTLEMENT CONFERENCE ATTENDEES**

2 **Plaintiffs:** Mark C. Rifkin, Rachele R. Byrd, and Stephanie Aviles will attend for
3 Plaintiffs. They will have settlement authority for the case and will be accompanied by Plaintiffs
4 Tom Davis, Maria Ramirez, and Elizabeth Baluyut (collectively, “Plaintiffs”).

5 **Defendant:** For Defendant County of Santa Clara (the “County” or “Defendant” and,
6 together with Plaintiffs, the “Parties”), Deputy County Counsels Nathan Greenblatt and Rick
7 Chang will attend. They will have settlement authority for the case and will be accompanied by
8 Lance Sposito, Director of Risk Management for the County.

9 **B. FACTS OF THE CASE**

10 On August 5, 2021—after County Health Officer, Sara H. Cody, issued a strong
11 recommendation that all employers require that their employees be vaccinated—the County issued
12 a policy requiring all County personnel to receive the COVID-19 vaccine. The County provided a
13 process for employees to receive an exemption from receiving the vaccine, including for medical,
14 disability, or religious reasons.

15 The County also instituted a risk tier system that classified jobs within the County as
16 lower-, intermediate-, or high-risk, purportedly based on factors including the employee’s contact
17 with others; the risk posed to vulnerable populations served by the County; the risk posed to
18 employees and others at serious risk of illness and death from COVID; the risk of COVID
19 outbreaks in a given setting; and the essential job functions the employee must perform with or
20 without accommodations. The County also identified facilities that purportedly presented a high
21 risk of infection, severe illness, and death given the vulnerability of the populations served in the
22 facilities (*e.g.*, individuals in hospitals) and the nature of the facilities (*e.g.*, congregate settings
23 with a large quantity of people in close proximity). Such high-risk facilities included the County’s
24 healthcare facilities, shelters, and other congregate settings.

25 While employees who received an exemption could continue to work in lower- or
26 intermediate-risk settings—subject to certain precautions such as masking and testing—employees
27 in jobs the County categorized as high risk were not allowed to return to work while they were
28 unvaccinated. Beginning in mid-October 2021, the County notified unvaccinated employees with

1 approved exemptions performing high-risk roles that the County could not safely accommodate
2 them in those roles. The County also informed them that it would place them on administrative
3 leave while their departments worked with them to determine whether reassignments or transfers
4 within their departments were available. These employees could apply their accrued, paid leave
5 banks to this period of leave.

6 The County also informed exempt employees in high-risk roles that they could seek lower-
7 and intermediate-risk roles in County departments other than their own by applying for new
8 positions, and that the County's Equal Opportunity Division (EOD) and/or Employee Services
9 Agency (ESA) would assist them in this process. Those employees who received disability or
10 medical exemptions were told they would be entitled to priority consideration for vacant positions
11 to comply with the requirements of the Americans with Disabilities Act and the Fair Employment
12 and Housing Act.

13 Plaintiffs were all in jobs that were designated as high-risk by the County: Maria Ramirez
14 and Elizabeth Baluyut were nurses who work in two of the County's hospitals and Tom Davis was
15 an HVAC/R worker.

16 Plaintiffs' sincerely held religious beliefs prevented them from receiving a COVID-19
17 vaccine or booster. Plaintiffs each requested religious exemptions, which the County granted. The
18 County placed Tom Davis and Maria Ramirez on administrative leave in November 2021, and it
19 placed Elizabeth Baluyut on administrative leave in February 2022. Plaintiffs allege that the
20 County failed to offer them reasonable accommodation for their religious beliefs and that the only
21 options provided to them were to be placed on indefinite unpaid leave or to apply through a public-
22 facing website to a completely different position within the County. Plaintiffs also contend that,
23 before the Court intervened on June 30, 2022, by issuing a preliminary injunction, the County did
24 not make efforts to accommodate employees with religious exemptions in the same manner as it
25 did for employees with medical exemptions. The County had two separate teams for assisting
26 employees with medical/disability versus religious exemptions. On June 30, 2022, Judge Freeman
27 granted a preliminary injunction preventing the County "from giving employees whose current
28 positions are in high-risk tiers any priority consideration for vacant County positions based on the

1 type of exemption from the County’s vaccine mandate that the employee received.” Dkt. No. 44.
2 Plaintiffs allege that the County responded to the preliminary injunction by no longer providing
3 transfers or reassignments to employees with medical, disability, or religious exemptions and
4 instead requiring all unvaccinated employees with exemptions to apply for a new position.

5 On September 27, 2022—following a new announcement from Dr. Cody that there was no
6 longer a necessity to require vaccination considering widespread availability of testing and
7 vaccinations and the high level of community vaccination in Santa Clara County—the County
8 revised its vaccination policy to allow Plaintiffs to return from administrative leave and resume
9 their positions with the County.

10 **C. CLAIMS AND DEFENSES**

11 The claims in Plaintiffs’ First Amended Complaint (“FAC”) that survived the Court’s two
12 orders granting in part Defendant’s motions for summary judgment are: (1) constitutional causes
13 of action seeking relief pursuant to 42 U.S.C. § 1983 for alleged violations of the Free Exercise
14 Clause of the First Amendment to the United States Constitution (FAC ¶¶ 63-71),¹ alleged
15 violations of the Equal Protection Clause of the Fourteenth Amendment to the United States
16 Constitution (*id.* ¶¶ 79-85), alleged violations of the Establishment Clause of the First Amendment
17 to the United States Constitution (*id.* ¶¶ 86-89); and alleged *Monell* violations (*id.* ¶¶ 94-97); and
18 (2) Plaintiffs Ramirez’s and Baluyut’s statutory cause of action alleging religious discrimination
19 in violation of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, *et seq.*) (*id.* ¶¶ 90-93).

20 Defendant answered the FAC and raised various affirmative defenses.

21 **D. PROCEEDINGS TO DATE**

22 • **February 18, 2022:** Plaintiffs filed a Complaint for Declaratory and Injunctive
23 Relief and Damages.

24 • **March 3, 2022:** Plaintiffs filed a motion for a temporary restraining order against
25

26 ¹ The Court granted summary judgment for the County on the Free Exercise Clause and Equal
27 Protection claims to the extent that they challenged the constitutionality of the County’s risk-tier
28 system, but not as to Plaintiffs’ challenge to the County’s priority treatment of individuals with
disability/medical exemptions to the vaccine mandate over those with religious exemptions. *See*
Dkt. No. 178 at 22-24.

1 the County's vaccine and accommodation policies.

2 • **March 8, 2022:** The Court denied Plaintiffs' motion for a temporary restraining
3 order, citing the delay between the time the challenged policies went into effect and the filing of
4 Plaintiffs' motion.

5 • **April 1, 2022:** Plaintiffs filed a motion for preliminary injunction.

6 • **June 30, 2022:** The Court granted in part and denied in part Plaintiffs' motion for
7 preliminary injunction. The Court denied a preliminary injunction as to the vaccine mandate,
8 finding Plaintiffs were unlikely to succeed in their challenge to the vaccine mandate. The Court
9 also denied an injunction as to the County's risk-tier system, and the County's accommodation of
10 placing exempted employees in high-risk roles on unpaid administrative leave. The Court granted
11 a narrow injunction that "RESTRAINED AND ENJOINED [Defendant] from giving to employees
12 whose current positions are in high-risk tiers any priority consideration for vacant County positions
13 based on the type of exemption from the County's vaccine mandate that the employee received."

14 • **August 23, 2022:** Plaintiffs filed the FAC adding class action allegations, Plaintiff
15 Elizabeth Baluyut, and claims under Title VII and the Establishment Clause.

16 • **September 23, 2022:** Defendant filed an answer to the FAC.

17 • **October 6, 2022:** The parties participated in a Settlement Conference with Hon.
18 Susan van Keulen via Zoom.

19 • **November 2, 2022:** The parties participated in a further Settlement Conference
20 with Hon. Susan van Keulen via Zoom.

21 • **March 15, 2023:** The parties participated in a further Settlement Conference with
22 Hon. Susan van Keulen via Zoom.

23 • **May 24, 2023:** The parties participated in further settlement discussions with Hon.
24 Susan van Keulen via Zoom.

25 • **July 14, 2023:** Plaintiffs filed a motion for class certification.

26 • **January 29, 2024:** The Court granted in part and denied in part Plaintiffs' motion
27 for class certification.

28 • **February 22, 2024:** The parties participated in further settlement discussions with

Hon. Susan van Keulen.

- **July 11, 2024:** Plaintiffs filed a motion for partial summary judgment.
- **July 30, 2024:** The parties participated in mediation before JAMS mediator, Hon. Irma E. Gonzalez (Ret.) over Zoom.
- **August 8, 2024:** The County filed a motion for summary judgment.
- **December 4, 2024:** The County filed a motion for class decertification.
- **January 16, 2025:** The Court issued an order denying Plaintiffs' motion for partial summary judgment and granting in part and denying in part Defendant's cross-motion for summary judgment (dismissing only the Free Exercise Clause and Equal Protection Clause claims to the extent they challenged the constitutionality of the risk-tier system).
- **May 21, 2025:** The Court issued an order granting the County's motion for class decertification.
- **October 8, 2025:** The parties participated in an in-person settlement conference with Hon. Susan van Keulen.
- **November 24, 2025:** The County filed a second motion for summary judgment.
- **February 23, 2026:** The Court issued an order granting in part the County's second motion for summary judgment.
- The Scheduling Order is as follows:
 - **April 9, 2026:** Final Pre-Trial Conference
 - **May 15, 2026:** Jury Selection
 - **May 18, 2026:** Trial

E. PENDING MOTIONS

There are no motions currently pending.

F. RELIEF SOUGHT

Plaintiffs seek backpay (wages and fringe benefits they would have earned from their employment absent the County's unlawful conduct, including, but not limited to, the value of leave bank time, CalPERS credits, and other benefits); non-economic damages for embarrassment, humiliation, fright and shock, and mental anguish sustained by Plaintiffs; nominal damages;

1 injunctive relief, including, but not limited to, reinstatement of lost benefits such as leave bank
2 time used and also not accrued and CalPERS credits not accrued due to the County's wrongdoing;
3 all consequential and compensatory damages caused by the County's wrongdoing; and attorneys'
4 fees and costs pursuant to 42 U.S.C. §§ 1983 and 1988.

5 **G. POSITIONS ON SETTLEMENT PREVIOUSLY EXCHANGED**

6 As indicated above, the parties have participated in six settlement conferences with Your
7 Honor. In addition, the parties participated in a private mediation with JAMS mediator Hon. Irma
8 E. Gonzalez (Ret.). The Parties have not reached a resolution.

9 The history of Plaintiffs' settlement demands and the County's responses are as follows:

- 10 • On October 5, 2022, the Parties participated in a settlement conference before the
11 Honorable Susan van Keulen wherein Plaintiffs made a demand to settle this
12 action for \$30 million (when it was a class action), plus injunctive relief. The case
13 did not settle.
- 14 • On December 30, 2022, Plaintiffs set out the basis for their demand in writing.
- 15 • The parties participated in another settlement conference on March 15, 2023, and
16 Plaintiffs served Defendant with a confidential settlement letter on April 13, 2023,
17 clarifying their settlement demand letter of December 30, 2022.
- 18 • On May 22, 2023, Defendant responded to Plaintiffs' settlement demand with an
19 email setting forth a "framework for class settlement."
- 20 • On July 13, 2023, Defendant made a counteroffer to settle the class action for
21 \$37,300.00.
- 22 • On August 15, 2023, Plaintiffs modified their classwide demand to \$20 million,
23 plus injunctive relief in the form of the County adding accrued time (that class
24 members would have accrued but did not while on administrative leave) back to
25 leave banks for active personnel and CalPERS service time credits for the time
26 Class members were on administrative leave, adding that "[t]o the extent the
27 CalPERS credits will cost the County money, that cost could be borne by the
28 Settlement Fund."

- 1 • On July 30, 2024, Plaintiffs demanded that the County establish a \$13 million
2 Settlement Fund for the class, which would be used to pay: (1) damages to class
3 members; (2) the costs of notice and administration; (3) attorneys' fees and
4 litigation expenses; and (4) service awards to the named Plaintiffs. The County's
5 opening offer at the mediation was \$575,000. By the end of the day, Plaintiffs had
6 reduced their demand to \$7,600,000 and the County had increased its offer to
7 \$900,000.
- 8 • On September 25, 2024 and thereafter, Plaintiffs' counsel and the County's
9 counsel had further settlement discussions, in which Plaintiffs' counsel demanded
10 \$2 million, plus non-monetary relief, plus attorneys' fees and costs. Under this
11 proposed structure, the members of the class who were vaccinated rather than
12 being placed on administrative leave each would receive a nominal sum
13 (approximately \$50) and the approximately 59 class members who were on
14 unpaid leave for any amount of time during the class period would receive the
15 remainder of the \$2 million. The plan of allocation would be tied to those class
16 members' pay rate and the number of weeks they were on administrative leave
17 without pay. The demand also included class members having their leave banks
18 replenished and their CalPERS service credits restored. Finally, those class
19 members who opted for early retirement would be given the option to return to
20 employment with the County. The County never responded to the demand, but
21 Defendant's counsel did communicate that the County could not replenish
22 CalPERS service credits or bring back those who had retired.
- 23 • On August 30, 2025, after the class was decertified, Plaintiff Tom Davis made a
24 demand to settle his individual claims for \$495,000, with an expiration of
25 September 5, 2025. Mr. Davis's counsel and the County's counsel discussed the
26 demand, and his counsel made clear that any future demand would be higher. The
27 County did not formally respond to the demand.
- 28 • On October 1, 2025, Plaintiffs communicated the following demand in advance

1 of the October 8, 2025 settlement conference:

- 2 ○ \$671,189.00 to Plaintiff Tom Davis for back-pay damages, including the
3 value of lost benefits (\$171,189.00) and non-economic damages
4 (\$500,000);
- 5 ○ \$589,984.00 to Plaintiff Maria Ramirez for back-pay damages, including
6 the value of lost benefits (\$89,984.00) and non-economic damages
7 (\$500,000); and (1) either reinstate Plaintiff Ramirez’s original long-term
8 disability and supplemental life insurance coverage with the same monthly
9 payments of roughly \$81 and \$60, respectively (which the County has
10 since done); or (2) reimburse her the \$3,274.26 she paid to reinstate her
11 long-term disability insurance and pay her for the increased costs of
12 acquiring these benefits elsewhere (\$68,853.00), bringing her economic
13 damages to \$162,111.26, and her total damages to \$662,111.26.
- 14 ○ \$713,969.00 to Plaintiff Elizabeth Baluyut for back-pay damages,
15 including the value of lost benefits (\$213,696.00) and non-economic
16 damages (\$500,000).
- 17 ○ Attorneys’ fees and costs in the amount of \$1,358,787.55
- 18
- 19 • On November 13, 2025, the County made the following settlement offer: \$24,392
20 to Tom Davis, \$7,645 to Elizabeth Baluyut, and \$6,792 to Maria Ramirez. The
21 County offered nothing for attorneys’ fees and costs, but instead stated that it
22 “remains open to exploring a global resolution together with the newly filed *Ahn*
23 matter” involving the then 33 additional plaintiffs.
- 24 • On January 21, 2026, the County offered \$533,285, including \$225,000 in
25 attorneys’ fees, to settle this case and the *Ahn* case. The offers to the Plaintiffs in
26 this case were (1) \$24,392.00 to Tom Davis; (2) \$8,095.00 to Maria Ramirez; and
27 (3) \$7,645.00 to Elizabeth Bauyut. The County offered to double those amounts
28

1 if both cases were settled in full, and to pay \$225,000.00 in attorneys' fees and
2 costs for both cases (again, only to fully settle both cases).

- 3 • On February 16, 2026, Plaintiffs responded with the following counteroffer:
4 (1) \$299,842.00 to Tom Davis (economic damages of \$149,921.00 and emotional
5 distress damages of \$149,921.00); (2) \$148,329.00 to Maria Ramirez (economic
6 damages of \$80,226.00 and emotional distress damages of \$80,226.00); and (3)
7 \$350,000.00 to Elizabeth Baluyut (economic damages of \$201,124.00 and
8 emotional distress damage of \$148,876.00) and (4) attorneys' fees and costs of
9 \$810,294.00 (for a total of \$1,620,588.00).

10 DATED: March 19, 2026

**WOLF HALDENSTEIN ADLER
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11 By: /s/ Rachele R. Byrd
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Attorneys for Plaintiffs

1 DATED: March 19, 2026

By: /s/ Nathan A. Greenblatt
NATHAN A. GREENBLATT
Deputy County Counsel
Attorneys for Defendant
COUNTY OF SANTA CLARA

6 **ATTESTATION PURSUANT TO CIVIL L.R. 5-1(i)(3)**

7 As the filer of this document, I attest that concurrence in the filing was obtained from the
8 other signatory.

9 DATED: March 19, 2026

/s/ Rachele R. Byrd
RACHELE R. BYRD