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14 Attorneys for Defendant

15 UNITED STATES DISTRICT COURT

16 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

17 J. DOE, M. ROE

CASE NO. 5:25-CV-10237

18 Plaintiff,

19 vs.

20 **STIPULATION AND ~~PROPOSED~~**
21 **ORDER RE: PERMANENT**
22 **INJUNCTION**

23 COUNTY OF SAN BENITO

24 Re: Dkt. No. 18

25 Defendant.
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1 Plaintiffs J. Doe and M. Roe, represented by David Loy, First Amendment Coalition, and
 2 Defendant County of San Benito (“County”), represented by the Office of the County Counsel and
 3 Prentice | Long, PC (collectively, “the parties”), hereby stipulate and respectfully request that the court
 4 order as follows:

5 RECITALS

6 **WHEREAS**, the above-captioned action concerns the County’s issuance of Administrative
 7 Subpoena No. 2025-01 seeking identifying information from Meta Platforms, Inc. associated with the
 8 “Benito Beet Beat” Facebook account;

9 **WHEREAS**, the Parties have conferred in good faith and have reached a full and final
 10 resolution of all claims in this action;

11 **NOW THEREFORE**, the Parties hereby stipulate and request that the Court enter an order as
 12 follows:

13 **1. Permanent Injunction**

- 14 a. The County, including its officers, agents, servants, employees, and attorneys and any other
 15 persons in active concert or participation with any of the foregoing persons or entities, is
 16 permanently enjoined from issuing, reissuing, enforcing, or attempting to enforce Subpoena
 17 2025-01 or taking any other action seeking to identify the authors or publishers of Benito Beet
 18 Beat due to publication of the cartoon at issue in this case, as reproduced in paragraph 9 of the
 19 Declaration of J. Doe, Dkt. No. 2-2.
- 20 b. This injunction does not restrict the County from issuing subpoenas on unrelated matters or
 21 information.
- 22 c. If the County wishes to issue a subpoena or take any other action seeking to identify the
 23 authors or publishers of Benito Beet Beat due to their publication of any speech, image, text,
 24 matter, or content other than the cartoon at issue in this case, the County shall notify
 25 undersigned counsel for Plaintiffs at least ten calendar days before issuing such a subpoena or
 26 taking any such action.

27 **2. No Admission of Liability.** This stipulation is a compromise of disputed claims and does not
 28 constitute an admission of fault, liability, or wrongdoing by any Party.

1 3. **Fees and Costs.** Each Party shall bear its own attorneys' fees and costs, including fees and costs
2 incurred in this action and in negotiating this stipulation.

3 4. **Mutual Release.** Upon entry of the permanent injunction, the Parties release and discharge each
4 other from any and all claims, demands, actions, or causes of action arising out of or relating to
5 Subpoena No. 2025-01 and the subject matter of this litigation, except for claims arising from a
6 breach of this stipulation and permanent injunction.

7 5. **Dismissal With Prejudice.** Upon entry of the permanent injunction, the above-captioned action
8 shall be dismissed with prejudice as to all Parties, with each Party to bear its own costs and fees,
9 except that the Court retains and reserves jurisdiction to enforce this stipulation and permanent
10 injunction as noted below.

11 **6. Government Entity Acknowledgments**

- 12 a. Nothing in this stipulation and permanent injunction constitutes a waiver of the County's
- 13 sovereign immunity beyond what is explicitly stated.
- 14 b. This stipulation and permanent injunction is enforceable against the County and its successors.
- 15 c. The Parties acknowledge that this stipulation and permanent injunction may be filed in the
- 16 public record consistent with applicable law.
- 17 d. Nothing herein obligates the County to take any action beyond what is authorized by law.

18 7. **Court Reserves Jurisdiction.** The Court retains and reserves jurisdiction to enforce, supervise, or
19 modify the permanent injunction or resolve disputes arising under this stipulation and permanent
20 injunction. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381 (1994); *Alvarado v. Table*
21 *Mountain Rancheria*, 509 F.3d 1008, 1017 (9th Cir. 2007).

22 **8. Miscellaneous Provisions**

- 23 a. Authority: Each signatory to this stipulation represents and warrants that they have full
- 24 authority to execute this stipulation on behalf of the Party for whom they sign, and that the
- 25 Party is fully bound by the terms of this stipulation.
- 26 b. Severability: If any provision of this stipulation or the Court's order entered pursuant to this
- 27 stipulation is determined to be invalid, illegal, or unenforceable, the remaining provisions shall
- 28 remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be

1 reformed to the maximum extent permitted by law to effectuate the original intent of the
2 Parties.

- 3 c. Modification: This stipulation may be amended, modified, or supplemented only by order of
4 the Court or a written instrument executed by all Parties and approved by the Court. No oral
5 modifications or representations shall be binding.
- 6 d. Governing Law: This stipulation shall be governed by, interpreted, and enforced in accordance
7 with the laws of the United States and the State of California, without regard to its conflict-of-
8 law principles.
- 9 e. Notices: Any notices or communications required or permitted under this stipulation shall be in
10 writing and shall be deemed effective when delivered by email, by first-class mail, or by hand
11 to the counsel of record for each Party. Each Party shall promptly notify the other of any
12 change in contact information for the purpose of notices.
- 13 f. Entire Agreement: This stipulation constitutes the full and complete agreement between the
14 Parties regarding the matters contained herein and supersedes all prior negotiations,
15 understandings, or agreements, whether written or oral, concerning the same subject matter.
- 16 g. Counterparts: This stipulation may be executed in one or more counterparts, each of which
17 shall be deemed an original, and all of which together shall constitute one and the same
18 instrument. Facsimile or electronically transmitted signatures shall have the same force and
19 effect as original signatures.
- 20 h. Compliance with Law: Nothing in this stipulation shall require or obligate any Party to act in a
21 manner inconsistent with applicable federal, state, or local law, regulation, or policy. Each
22 Party shall remain responsible for compliance with all applicable legal obligations.
- 23 i. Record Retention: The Parties may retain copies of documents, communications, or other
24 materials related to this stipulation or the underlying litigation consistent with applicable record
25 retention laws, policies, and regulations.
- 26 j. Successors and Assigns: This stipulation and any order entered pursuant to it shall be binding
27 upon and enforceable against the Parties, their successors, assigns, officers, employees, and
28 agents.

1 k. Public Filing and Record: The Parties acknowledge and agree that this stipulation may be filed
2 with the Court and become part of the public record, subject to any applicable rules regarding
3 confidential or sealed information.
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5 **IT IS SO STIPULATED.**

6 Signatures on following page.
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1 Dated: December 4, 2025

PLAINTIFFS,
J. DOE, M. ROE

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3 /s/ David Loy

4 DAVID LOY
5 Attorney for Plaintiffs

6 Dated: December 4, 2025

DEFENDANT,
SAN BENITO COUNTY

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8 /s/ Rebekah Mojica

9 REBEKAH MOJICA / GREGORY PRIAMOS
10 Attorney for Defendant

11 ~~PROPOSED~~ ORDER

12 Pursuant to the Parties' stipulation, **IT IS SO ORDERED.** The Clerk of Court is directed to
13 close this case.

14 Dated: December 5, 2025

15 Virginia K. DeMarchi
16 Virginia K. DeMarchi
17 United States Magistrate Judge
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