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13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 CHRISTIAN RODRIGUEZ, ALBERTO
16 CAZAREZ, individually and as class
17 representatives

18 *Plaintiffs,*
19 vs.

20 CITY OF LOS ANGELES, CARMEN
21 TRUTANICH, CHARLES BECK,
22 ALLAN NADIR, ANGEL GOMEZ
AND DOES 1 THROUGH 10.

23
24
25 *Defendants.*

Case No.: CV11-01135 DMG (JEMx)

**PLAINTIFFS' NOTICE OF MOTION
AND UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT; DECLARATIONS
OF COUNSEL; EXHIBITS**

DATE: July 29, 2016
TIME: 11:00 a.m.
CRTRM: 7

Complaint Filed: February 7, 2011

1 [Additional counsel cont. from first page]

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1 **TO DEFENDANTS AND ITS ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on July 29, 2016, at 11:00 a.m., in
3 Courtroom 7 of the above entitled court, located at the 312 North Spring Street, Los
4 Angeles, California, Plaintiffs Christian Rodriguez and the Estate of Alberto Cazarez, by
5 and through their undersigned attorneys, will move for preliminary approval of a class
6 action settlement in this case. The motion will be based on the Federal Rules of Civil
7 Procedure, the foregoing notice, points and authorities, and declarations and exhibits filed
8 concurrently herewith, and the pleadings, records, and files in this action.

9
10 DATED: July 1, 2016

Respectfully Submitted,
ORANGE LAW OFFICES
HADSELL STORMER & RENICK, LLP
PUBLIC COUNSEL

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14 By /s/ - Anne Richardson
Anne Richardson, Esq.
Attorneys for Plaintiffs

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1 **INTRODUCTION**

2 Plaintiffs Christian Rodriguez and the Estate of Alberto Cazarez, on behalf of
3 themselves and the certified class that they represent, seek preliminary approval of the
4 proposed class action settlement of the claims they brought challenging the
5 constitutionality of a curfew provision in 26 gang injunctions that were served and
6 enforced by Defendants City of Los Angeles (the “City”), Charles Beck, Carmen
7 Trutanich, Allen Nadir, and Angel Gomez (collectively the “Defendants”). This motion is
8 unopposed. Declaration of Anne Richardson (“Richardson Decl.”) ¶ 6.

9 Because the Settlement “(1) appears to be the product of serious, informed, non-
10 collusive negotiations; (2) has no obvious deficiencies; (3) does not improperly grant
11 preferential treatment to class representatives or segments of the class; and (4) falls within
12 the range of possible approval,” preliminary approval is proper. *Spann v. J.C. Penney*
13 *Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. 2016). Accordingly, Plaintiffs seek an order (1)
14 granting preliminary approval of the Settlement; (2) approving the manner and forms of
15 giving notice to the Class; and (3) establishing the timetable set forth herein for
16 consummation of the Settlement.

17 The settlement was reached after over five years of extensive and hard-fought
18 litigation. During that time, the parties conducted extensive discovery, took numerous
19 depositions, engaged in protracted motion practice, including discovery motions, a
20 preliminary injunction, class certification, an interlocutory appeal to the Ninth Circuit,
21 cross-motions for summary judgment, motions *in limine*, and trial preparation. The case
22 settled on the eve of trial, where the primary remaining issues were determining liability
23 for state common law claims and damages for the state and federal civil rights violations
24 that the Court had found to have been caused by the City’s enforcement of the
25 unconstitutional curfew provisions, but not by the enforcement of the other provisions of
26 the injunctions.

27 As a result of the Court’s ruling on numerous motions including four motions for
28 summary judgment and motions *in limine*, Plaintiffs’ counsel had sufficient information

1 to determine the potential risks and benefits of seeking damages before a jury should the
2 case have gone to trial. The ultimate resolution, which occurred after three previous
3 unsuccessful formal mediation attempts, was the result of arms-length negotiations,
4 scrutiny and approval by the City Council, and approximately 17 separate sessions (both
5 in person and telephonic) before Magistrate Judge Patrick Walsh beginning in August
6 2015. It is a precedent-setting resolution in light of all the relevant circumstances.
7 Accordingly, Plaintiffs respectfully request that the Court grant preliminary approval of
8 the Settlement and enter the proposed order filed concurrently herewith.

9 **I. FACTUAL AND PROCEDURAL BACKGROUND**

10 **A. Pertinent Procedural History**

11 Plaintiffs filed this lawsuit on February 7, 2011, challenging the constitutionality of
12 a curfew provision within 26 gang injunctions in the City of Los Angeles. Dkt. 1.
13 Plaintiffs alleged claims stemming from service of the injunctions and enforcement of the
14 curfew under 42 U.S.C. §1983 for violations of Plaintiffs' First, Fourth, and Fourteenth
15 Amendment rights, as well as claims under the California Constitution, under the Bane
16 Act (Cal. Civ. Code §52.1), and for False Imprisonment and Violation of Mandatory
17 Duties. Plaintiffs named as defendants the City of Los Angeles, Charles Beck, Carmen
18 Trutanich, Allen Nadir, and Angel Gomez. In their Complaint, Plaintiffs sought general,
19 special, and statutory damages; punitive damages against individual defendants;
20 attorneys' fees and costs; interest; preliminary and permanent injunctive relief; and
21 declaratory relief. Plaintiffs filed a First Amended Complaint on April 13, 2011. Dkt. 9.
22 On June 30, 2011, Plaintiffs filed a Second Amended Complaint, alleging claims under 42
23 U.S.C. §1983 for violations of the Fourteenth Amendment; Article 1 §§ 1,7 of the
24 California Constitution [Fourteenth Amendment analogue]; the Bane Act (Cal. Civ. Code
25 §52.1); False Imprisonment; and Mandatory Duties. Dkt. 18.

26 The parties engaged in lengthy discovery proceedings. Plaintiffs took ten
27 depositions, and defendants took six depositions. The parties propounded and responded
28 to several rounds of written discovery. Plaintiffs sought the electronic records of all

1 persons served and arrested pursuant to an unconstitutional curfew, and the defendants
2 objected. Plaintiffs filed motions to compel discovery from the City and the State of
3 California, which they won. The *Los Angeles Times* intervened in the lawsuit to get
4 limited access to such records, which Defendants opposed. Plaintiffs participated in
5 negotiations on how to redact such documents to protect the privacy interests of class
6 members.

7 On March 30, 2012, Plaintiffs filed a motion to certify a class of persons served
8 with one or more of the 26 challenged gang injunctions, as well as a sub-class of persons
9 served with the injunctions who have been seized, arrested, jailed, and/or prosecuted for
10 violating the curfew provision in the injunctions. Dkts. 43-44. Defendants opposed the
11 motion and the matter was heard at oral argument.

12 On July 6, 2012, Plaintiffs filed a motion for preliminary injunction. Dkt. 61.
13 Defendants opposed the motion and the matter was heard at oral argument.

14 The Court certified a class of persons served with one of more of the 26 gang
15 injunctions on February 15, 2013, but declined to certify the proposed sub-class. Dkt. 89.
16 The Court issued a preliminary injunction on the same date which required the City to
17 serve all class members with notice that the curfew provisions of the 26 challenged gang
18 injunctions were unconstitutional and would not be enforced, and prohibited such
19 enforcement. Dkt. 90. The Court amended its order granting Plaintiffs' Motion for
20 Preliminary Injunction on March 6, 2013, to remove the prohibition on enforcement as
21 moot. Dkt. 96. Defendants appealed the preliminary injunction to the Ninth Circuit. The
22 appeal was fully briefed and argued, but ultimately dismissed as moot by the Court of
23 Appeals on January 17, 2014, because Defendants had complied with the injunction.
24 *Rodriguez v. City of Los Angeles*, 552 F. App'x. 723 (9th Cir. 2014).

25 Mr. Cazarez died in an unrelated car accident in July 2014 and Plaintiffs substituted
26 in the Estate of Alberto Cazarez in his place. Dkt. 166.

27 Defendants filed three motions for summary judgment and a motion to decertify
28 the class in October 2014. Dkts. 180, 181, 185, and 187. Plaintiffs opposed the motions,

1 and filed a motion for summary adjudication on several claims, which defendants
2 opposed Dkts. 184, 195, 197, 198, 199. The Court denied defendants' motion to decertify
3 the class (Dkt. 225), and took the summary judgment motions under submission.

4 Plaintiffs filed a motion for leave to file a Third Amended Complaint on December
5 19, 2014. Dkt. 233. On February 20, 2015, the Court granted Plaintiffs' motion Dkt. 250,
6 and Plaintiffs filed the Third Amended Complaint. Dkt. 254.

7 On May 8, 2015, Plaintiffs were granted summary adjudication as to the City's
8 liability for its violation of class members' right to due process under the United States
9 Constitution and as to the City's liability under the California Constitution. Dkt. 268 at
10 44-45. However, Plaintiffs were denied summary adjudication as to damages under the
11 California Constitution. *Id.* Plaintiffs also were denied summary adjudication as to their
12 claims under the Bane Act, which carry statutory damages, and the City was granted
13 summary adjudication on that same issue. *Id.* at 27-30, 41-43, 46. Defendant Allan
14 Nadir's motion for summary judgment was granted in its entirety, and Gomez's motion
15 for summary judgment was granted as to his qualified immunity for claims related to
16 service and enforcement of the injunctions and the arrest of Rodriguez, among other
17 claims. *Id.* at 46.

18 **B. Issues Remaining for Trial**

19 On September 25, 2015, defendant Gomez filed a motion to dismiss the individual
20 claims of the Estate of Alberto Cazarez. Dkt. 339. After full briefing, but before the court
21 ruled on the motion, Gomez filed a request to withdraw his motion on February 5, 2016.
22 Dkt. 359. The court vacated Gomez's motion without prejudice to Gomez to renew the
23 motion at a later date, in the event the settlement in this case was not finalized. Dkt. 360.

24 The class-wide issues remaining for trial are injunctive relief and damages against
25 the City for federal due process violations from its enforcement of the unconstitutional
26 curfew provision; injunctive relief against the City for state due process violations from its
27 enforcement of the unconstitutional curfew provision; liability and damages against the
28 City for false imprisonment; liability, injunctive relief, and damages against Beck and

1 Trutanich in their official capacities for federal due process violations; liability and
2 damages against Beck and Trutanich in their individual capacities for federal due process
3 violations; and liability and injunctive relief against Beck and Trutanich in their official
4 capacities for state due process violations. Rodriguez has no individual claims remaining,
5 and Cazarez has remaining individual claims for false imprisonment and violation of the
6 Fourth Amendment. The parties filed motions *in limine* in preparation for trial, which
7 were heard and ruled upon in August 2015. Dkt. 337. The Court held that Class Counsel
8 could introduce at trial expert testimony concerning the harm the unconstitutional curfew
9 provision caused to class members, and pursue presumed damages, but barred Class
10 Counsel from introducing Cazarez's declaration at trial or testimony of class members
11 other than Rodriguez. Dkt. 337.

12 Class Counsel has evaluated the class-wide evidence of damages from the service
13 and enforcement of the unconstitutionally vague curfew provision that it would put
14 forward at trial through expert testimony, namely: class members' internalized and
15 persistent fear of arbitrary and discriminatory interference in their daily lives; lost
16 opportunities for unique social experiences; harms to existing social ties; hindrance of
17 formation of diverse social networks; limitations on self-expression and development of
18 self-identity; and long-term harm from the curtailment of social experience and social
19 network growth. Class counsel has determined that while a jury could award significant
20 actual damages incurred by each class member due exclusively to the unconstitutional
21 curfew provision, a jury could also determine that the damages to class members were
22 only nominal (*e.g.*, one dollar per person). Richardson Decl. ¶ 11.

23 In light of the extreme uncertainty surrounding a damages award from a jury,
24 particularly given the complications of damages awards to a class, Class Counsel has
25 concluded that the settlement on the terms set forth in the Settlement Agreement is in the
26 best interest of the class. *Id.* ¶ 30.

27 C. Settlement Negotiations

28 Since the case was filed, the parties have had multiple settlement discussions at

1 various stages of the proceedings. Early in the litigation, the parties held a settlement
2 discussion with Magistrate Judge John McDermott but failed to reach a settlement. (Dkt.
3 58.) After oral argument in the Ninth Circuit, but while the ruling was still pending, the
4 parties met without a mediator with the participation of City Attorney Mike Feuer but
5 again failed to reach a settlement. After the summary adjudication, on March 30, 2015,
6 the parties renewed settlement talks before the Hon. Louis Meisinger (Ret.) as mediator
7 but again failed to reach a settlement. Finally, after the Court's rulings on the parties'
8 motions *in limine*, the parties again renewed settlement talks before the Hon. Patrick J.
9 Walsh. The parties met with Judge Walsh approximately 17 times in person or
10 telephonically and had numerous additional meetings and calls between the parties to
11 discuss the terms. An agreement was first reached on the primary material terms and
12 issues on November 10, 2015, and refined in key aspects on March 4 and 11, 2016. On
13 March 16, 2016 the Los Angeles City Council voted unanimously to approve the
14 proposed settlement.

15 **D. Parties**

16 Defendants are the City of Los Angeles, Charles Beck, Carmen Trutanich, and
17 Angel Gomez. Christian Rodriguez and Alberto Cazarez are individuals who were served
18 with and subjected to the curfew terms of the Culver City Boys Gang Injunction, one of
19 the 26 gang injunctions which contain the same and/or substantially similar unlawful
20 curfew provisions. In its order granting class certification, this Court found Mr.
21 Rodriguez and Mr. Cazarez to be adequate representatives of the Class under Rule 23(a).
22 Dkt. 89. The named plaintiffs represent a class of approximately 5,713 individuals served
23 with one or more of the 26 gang injunctions. Richardson Decl. ¶ 8.

24 **II. SUMMARY OF THE PROPOSED SETTLEMENT TERMS**

25 The Settlement Agreement consists of three substantive injunctive relief
26 components plus indirect incentive payments to the named plaintiffs' daughters as
27 structured educational funds. The injunctive relief components are: (1) a Jobs and
28 Education Program, providing job readiness evaluation, educational benefits, training and

1 placement, with an estimated monetary value of up to \$10,000 per class member; (2)
2 modifications of the City’s enforcement and service of the class gang injunctions; and (3)
3 an expedited process for class members to seek to be removed from the gang injunction
4 with the option of pro bono legal services. The Settlement Agreement also provides for
5 attorney’s fees and costs; administrative costs; and dissemination of Settlement Notice to
6 class members.

7 **A. Jobs and Education Program**

8 **1. City’s economic commitment**

9 As described in the Settlement Agreement, and Exhibit B, City will contribute a
10 minimum of \$4.5 million and a maximum of \$30 million to a Jobs and Education
11 Program over a period of four years. Richardson Decl. ¶ 2, Exh. 1 (“Settlement”) ¶ 35
12 and Richardson Decl. ¶ 4, Exh. B.¹ If the annual minimum of \$1.125 million is not met,
13 the City will contribute the remainder to community organizations focused on job training
14 and placement on the timeframe set forth in the Settlement Agreement. Settlement ¶ 35
15 and Exh. B. Each side will select up to three organizations from a pre-approved list,
16 except that Public Counsel shall play no role in selecting the organizations that will
17 receive the excess funds. Exhibit B Section V. Eligible organizations include those
18 organizations approved by the City following a Request for Qualifications (“RFQ”), along
19 with any organizations (1) that are designated by Plaintiffs’ counsel at least six months
20 prior to disbursement of the excess funds, (2) that apply for and qualify for the RFQ list,
21 and (3) that have as their primary purpose the provision of educational and/or job
22 readiness services, as described in Exhibit B, Section V.

23 **2. Overview of the Jobs and Education benefits**

24 As described in Exhibit B, the Jobs and Education Program will contain six phases:
25 (1) Evaluation. Class members will be evaluated to determine their career goals or

26
27 ¹ Henceforward, any and all references to Exhibits are to the Exhibits attached to the
28 Declaration of Anne Richardson.

1 current job situation and be assessed to determine what, if any, education and training
2 needs they have in order to become job-ready. Evaluations will be conducted by non-
3 profit organizations identified in Appendix 1 to Exhibit B. Each participant will be given
4 a service plan designed to assist him or her to reach the identified career goals. Class
5 members identified as requiring the full program will receive a \$500 stipend after they
6 complete Phase (2), and another \$500 stipend after they complete Phase (3). Class
7 members determined to be ready to begin employment will skip to Phase (4) (Subsidized
8 Employment). Those class members can receive up to \$1,000 in supportive services in
9 order to receive job-related apparel (such as work boots), funds for transportation, or
10 funds for other identified job-related needs. Class members who have a job that they are
11 satisfied with but need assistance in continuing with that job can also receive such
12 supportive services.

13 (2) Education. Class members identified as having education and training needs or
14 goals will be offered the courses necessary to accomplish the goals in the service plan,
15 such as tutoring, GED courses, college courses, and development of reading and
16 mathematical skills, computer skills, financial skills, among other educational services.
17 High school-level education will be provided by partners in the Los Angeles Unified
18 School District, and college-level or certificate courses will be provided by community
19 colleges. Those class members attending community college will receive the usual credit
20 and/or certificates for such courses. Class members seeking higher degrees will be
21 provided assistance in attending the California State Universities. Participants will also be
22 offered career counseling, legal counseling, and parenting courses, as appropriate.

23 (3) Job Training and Placement. Participants will receive training in specific
24 careers in fields such as transportation, construction, and health care. If the career requires
25 a certification, preparation for certification will be offered. If there are fees for
26 certification exams, such fees can be covered by the supportive services funds.

27 (4) Subsidized Employment. Participants will be placed in a business in their field
28 of training or interest and paid through a non-profit entity at the City's minimum hourly

1 wage for up to 400 hours. The expectation is that the participants will be hired for regular
2 employment by the business after the 400 hours. However, should that not occur, the
3 non-profit entity will provide support and counseling to assist the participant in finding a
4 job with another business.

5 (5) Financial Literacy. Participants will be offered a financial literacy course
6 addressing the fundamentals of budgeting, saving, and credit management.

7 **3. Transferability of Jobs and Education Program**

8 Class members who do not wish to take advantage of the Jobs and Education
9 Program or are unable to do so because they will not be living in the Los Angeles area
10 during the four-year period when the benefits are available, may transfer the program to a
11 first-degree relative (a child, parent, spouse, or sibling) or, if the City's minimum
12 contribution has not been reached, to a second-degree relative on a first-come, first-served
13 basis until the minimum contribution has been reached. Exh. B.

14 **B. Tattoo Removal Program**

15 The City will fund up to \$150,000 each year for a total of four years for tattoo
16 removal to be provided free of charge to class members on a first-come, first-served basis.
17 The amount will not count toward the \$1.125 million annual minimum but will count
18 toward the \$7.5 million annual maximum. Settlement ¶36.

19 **C. Injunctive Relief**

20 **1. Non-Enforcement of certain provisions and conditions of future** 21 **service of class gang injunctions**

22 As described in the Settlement Agreement, ¶¶ 38-39, the City will not enforce the
23 following provisions in the class gang injunctions: (1) Obey curfew, (2) Do not be in the
24 presence of drugs; (3) Do not be in the presence of alcohol; and (4) Obey all laws. In
25 addition, the City will not serve any of the 26 class gang injunctions unless each of the
26 following documents is attached: (1) Notice that any of the above provisions that are
27 contained in the injunction will not be enforced; (2) A petition for removal from the gang
28 injunction; and (3) A list of referrals for services to assist in leaving gangs.

1 **2. Gang injunction removal process**

2 As described in the Settlement Agreement, ¶ 40 and Exhibit C, a class member
3 who believes he or she should not be subject to a gang injunction may apply to be
4 removed from the list of people subject to the injunction at a special hearing before United
5 States Magistrate Judge Patrick J. Walsh during the four-year period the Jobs and
6 Education program is in effect. The applications will be submitted to the Claims
7 Administrator, who will forward them to Class Counsel and Defense Counsel. The City
8 will have 90 days from the date an application is submitted by mail or by personal service
9 to decide whether to agree to remove the Class Member from the list of persons subject to
10 the injunction, or to oppose the application and set a hearing, and to give notice to the
11 Settlement Class Member (or, if represented, his or her counsel) and to Class Counsel
12 advising of its decision. If the City opposes the application, or if for any reason the City
13 does not give notice in accordance with this agreement, a hearing will be set within
14 another 90 days. Class Members in such hearings may, but need not be, represented by
15 counsel. The City will not be obligated to provide or pay for counsel for Settlement Class
16 Members at such hearings. Plaintiffs' counsel will provide pro bono counsel for those
17 class members who want such representation.

18 **D. Incentive Awards**

19 As described in the Settlement Agreement ¶ 41 , in recognition of the significant
20 time, risks, and burdens undertaken by Mr. Rodriguez and Mr. Cazarez who actively
21 participated in the litigation and ultimate settlement of this case, the Settlement provides
22 that incentive awards of \$20,000 each will be made payable to an annuity for the benefit
23 of each of the children of Mr. Rodriguez and Mr. Cazarez (Escolastica Camila Rodriguez
24 and Alexa Cazarez, respectively) for the sole purpose of their education. These awards
25 are independent of, and will not count toward, either the annual minimum or maximum
26 funding for the Jobs and Education Program and tattoo removal. The enhancements are
27 intended to compensate these individuals fairly in relationship to the rest of the Class in
28 light of the additional burdens and risks that they have undertaken by assisting in the

1 prosecution of the lawsuit, and, with respect to Mr. Cazarez, for resolving and releasing
2 his individual claims.

3 **E. Attorney's Fees and Costs**

4 The Settlement Agreement ¶ 42 provides for the payment of attorney's fees to
5 Class Counsel, including fees for Mr. Cazarez's individual claims, and fees for any work
6 by Class Counsel to obtain approval for, implement, and monitor the Settlement
7 Agreement. All attorney's fees and costs requested by Class Counsel will be submitted to
8 the City first in an attempt to resolve the matter informally. If the parties do not agree on
9 the award of attorney's fees and costs, then Class Counsel shall submit a motion regarding
10 the fees and costs through the fees motion stage to this Court for resolution prior to or on
11 the date of final approval. City will not be responsible for paying any of the fees of
12 attorneys for representing class members through the gang injunction removal process.

13 *Id.*

14 **F. Administrative Costs**

15 The parties have agreed that the City will pay a maximum of \$150,000 over four
16 years to the Claims Administrator for costs associated with class notices and the intake,
17 verification, and distribution of claims. The Claims Administrator will send out notice in
18 English and Spanish to the class members, provide English- and Spanish-speaking
19 personnel to handle inquiries by class members, resolve any challenges that any party
20 lodges to claims, and determine eligibility of requests for removal from the gang
21 injunction, and claims for the Jobs and Education Program. *Id.* ¶ 37.

22 **G. Notice to the Class**

23 The Settlement Agreement contemplates that this Court will grant preliminary
24 approval of the Settlement. After preliminary approval, the Settlement Agreement
25 requires that the notice packet will be mailed to class members within 30 days of
26 preliminary approval by the Court. The Notice will inform class members of the terms of
27 the Settlement Agreement and that they have the option to object to the settlement and/or
28 request to speak at the final approval hearing. Exh. A.

1 As described in the Settlement Agreement ¶ 47 , the Claims Administrator will
2 mail the settlement notice to all class members in both English and Spanish using their
3 last known address. Notice will also be posted in ten public locations within each of the
4 “safety zones” covered by the gang injunctions and published in the *Los Angeles Times* in
5 English and *La Opinión* in Spanish.

6 **H. Release Provisions**

7 The Settlement Agreement also provides for the class members’ release of all
8 claims alleged in the Complaint, or that could have been alleged, against the Defendants
9 regarding the legality of the curfew provisions in the Class Gang Injunctions (including
10 the service and enforcement, and the policies relating to the service and enforcement, of
11 the curfew provisions). Settlement ¶ 42. Mr. Rodriguez and the Estate of Mr. Cazarez
12 also agree to release and resolve the claims arising out of the incidents giving rise to their
13 individual claims that were raised or could have been raised in this action. *Id.*

14 **III. THE PROPOSED CLASS SETTLEMENT WARRANTS PRELIMINARY** 15 **APPROVAL**

16 **A. Legal Standard**

17 The Ninth Circuit has “a strong judicial policy that favors settlements, particularly
18 where complex class action litigation is concerned.” *In re Syncor ERISA Litig.*, 516 F.3d
19 1095, 1101 (9th Cir. 2008). “This policy is also evident in the Federal Rules of Civil
20 Procedure and the Local Rules of the United States District Court, Central District of
21 California, which encourage facilitating the settlement of cases.” *Id.* In the Ninth Circuit,
22 courts “put a good deal of stock in [class action settlements that are] the product of arms-
23 length, non-collusive, negotiated resolution.” *Rodriguez v. West Publishing*, 563 F.3d
24 948, 965 (9th Cir. 2009); *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th
25 Cir. 1998) (“the court’s intrusion upon what is otherwise a private consensual agreement
26 negotiated between the parties to a lawsuit must be limited to the extent necessary to reach
27 a reasoned judgment that the agreement is not the product of fraud or overreaching by, or
28 collusion between, the negotiating parties, and that the settlement, taken as a whole, is

1 fair, reasonable and adequate to all concerned.”) (internal citations omitted).

2 Approval of a settlement under Rule 23(e) “involves a two-step process ‘in which
3 the [c]ourt first determines whether a proposed class action settlement deserves
4 preliminary approval and then, after notice is given to class members, whether final
5 approval is warranted.’” *In re Toys R Us-Del., Inc.--Fair & Accurate Credit Transactions*
6 *Act (FACTA) Litig.*, 295 F.R.D. 438, 448 (C.D. Cal. 2014) (quoting *Nat’l Rural*
7 *Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004)). Ultimately,
8 the Court must determine whether “a proposed settlement is fundamentally fair, adequate,
9 and reasonable.” *Hanlon*, 150 F.3d at 1026.

10 In assessing the fairness of a settlement, courts balance factors including: “the
11 strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of further
12 litigation; the risk of maintaining class action status throughout the trial; the amount
13 offered in settlement; the extent of discovery completed and the stage of the proceedings;
14 the experience and views of counsel; the presence of a governmental participant; and the
15 reaction of the class members to the proposed settlement.” *Hanlon*, 150 F.3d at 1026.

16 In addition, the Settlement’s adequacy must be judged in light of the fact that “the
17 very essence of a settlement is compromise, ‘a yielding of absolutes and an abandoning of
18 highest hopes.’” *Officers for Justice v. Civil Serv. Comm’n of City & Cty. of San*
19 *Francisco*, 688 F.2d 615, 624 (9th Cir. 1982) (quoting *Cotton v. Hinton*, 559 F.2d 1326,
20 1330 (5th Cir. 1977)). “Naturally, the agreement reached normally embodies a
21 compromise; in exchange for the saving of cost and elimination of risk, the parties each
22 give up something they might have won had they proceeded with litigation.” *Id.* (quoting
23 *United States v. Armour & Co.*, 402 U.S. 673, 681-82 (1971)). Because the Court must
24 consider risk factors and the uncertainty of the outcome of the litigation as well as the
25 potential recovery, a proposed class settlement may be fair, just, and reasonable even
26 though it amounts to only a fraction of the potential recovery in a fully litigated case. *See*
27 *Torrissi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993). Courts grant “great
28 weight” to the recommendation of competent counsel. *Nat’l Rural Telecomm. Coop.*, 221

1 F.R.D. at 526 (internal citations omitted).

2 **B. The Proposed Settlement Meets the Requirements for Preliminary**
3 **Approval**

4 At the preliminary approval stage, the court “evaluates the terms of the settlement
5 to determine whether they are within a range of possible judicial approval.” *Spann*, 314
6 F.R.D. at 319 (C.D. Cal. 2016) (quoting *Wright v. Linkus Enters., Inc.*, 259 F.R.D. 468,
7 472 (E.D.Cal.2009)). “[I]f the proposed settlement appears to be the product of serious,
8 informed, non-collusive negotiations, has no obvious deficiencies, does not improperly
9 grant preferential treatment to class representatives or segments of the class, and falls
10 within the range of possible approval, then the court should direct that the notice be given
11 to the class members of a formal fairness hearing.” *Chun-Hoon v. McKee Foods Corp.*,
12 No. C 05-0620 VRW, 2009 WL 3349549, at *2 (N.D. Cal. Oct. 15, 2009) (quoting
13 Manual for Complex Litigation, Second § 30.44 (1985)); *see also Spann*, 314 F.R.D. at
14 319.

15 **1. The Proposed Class Settlement Is the Product of Serious,**
16 **Informed, Non-Collusive, and Good-Faith Negotiations**

17 In a class action settlement, a presumption of correctness applies when a
18 settlement is reached after arm’s-length negotiations between experienced, capable
19 counsel after meaningful discovery. *See In re Toys R Us*, 295 F.R.D. at 449-50. The
20 participation of a mediator also weighs as a factor with respect to determining that a
21 settlement was non-collusive. *In re Bluetooth Headset Products Liab. Litig.*, 654 F.3d
22 935, 948 (9th Cir. 2011); *Carter v. Anderson Merchandisers, LP*, No. EDCV 08-0025-
23 VAP OPX, 2010 WL 1946784, at *7 (C.D. Cal. May 11, 2010) (internal citations
24 omitted) (“The assistance of an experienced mediator in the settlement process confirms
25 that the settlement is non-collusive.”).

26 The Settlement Agreement between the parties was the result of arm’s-length
27 negotiations facilitated by Judge Walsh and other neutrals, as well as the parties. The
28 settlement discussions were based on the parties’ exhaustive and comprehensive

1 knowledge of the facts and legal issues, acquired over more than five years of litigation
2 and two years of pre-litigation investigation and preparation. The parties had received
3 rulings on a preliminary injunction and four motions for summary judgment, and they had
4 made substantial preparations for trial, including obtaining rulings on their motions *in*
5 *limine* and drafting jury instructions. Richardson Decl. ¶¶ 7, 9-10.

6 The terms of the Settlement were hashed out over the course of at least 17
7 mediation sessions before Judge Walsh, either in person or telephonically, and numerous
8 additional meetings among the parties. *Id.* at ¶10; Declaration of Olu Orange (“Orange
9 Decl.”) ¶ 11; Declaration of Dan Stormer (“Stormer Decl.”) ¶ 6. The parties exchanged
10 multiple drafts of various settlement terms. Richardson Decl. ¶10. Additionally, Class
11 Counsel also sought and obtained input from Named Plaintiff Christian Rodriguez and
12 representatives of the Estate of Alberto Cazarez, regarding the terms of a proposed
13 settlement, and from other class members and community organizations which directly
14 serve class members. *Id.*

15 The fact that the Settlement Agreement is the product of non-collusive bargaining
16 between parties with extensive knowledge of the case supports the Court’s preliminary
17 approval of the Settlement.

18 **2. Plaintiffs’ Counsel, Who Are Experienced in Class Action Litigation,**
19 **Believe the Settlement Is Fair, Reasonable, and Adequate**

20 Courts accord “great weight” to the recommendation of counsel as to the settlement
21 of litigation. *Nat’l Rural Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D.
22 Cal. 2004). “A presumption of correctness is said to attach to a class settlement reached
23 in arm’s-length negotiations between experienced capable counsel after meaningful
24 discovery.” *Spann*, 314 F.R.D. at 324 (internal citation omitted).

25 Class Counsel, who spent over five years litigating this case and who have many
26 years of experience in class action, criminal street gang litigation, and civil rights law,
27 recommend the proposed Settlement and believe that it is in the best interests of the Class.
28 Richardson Decl. ¶ 30. Class counsel are highly experienced in class action and civil

1 rights litigation. Orange Decl. ¶¶ 5-7; Richardson Decl. ¶¶ 39-45; Stormer Decl. ¶¶ 2-4.
2 Class Counsel have demonstrated a high degree of competence in the litigation of the
3 claims at issue here—having secured a preliminary injunction, class certification, and
4 summary judgment in favor of Plaintiffs. They strongly believe that the Settlement is a
5 fair, reasonable, and adequate resolution of the claims of the Class and is preferable to
6 going to trial. Orange Decl. ¶ 12; Richardson Decl. ¶ 31; Stormer Decl. ¶ 7.

7 United States Magistrate Judge Patrick J. Walsh has commented about: (i) the
8 quality of this settlement; (ii) the skill demonstrated by all involved counsel; and (3) the
9 societal value of resolving this case in the manner agreed upon by the parties.

10 In terms of the quality of the settlement, Judge Walsh made clear to the parties that
11 “in all the cases I’ve participated in this is the best settlement I’ve ever seen.” Richardson
12 Decl. ¶ 38; *see also* Dkt. 379. Judge Walsh also commented on the skill level of counsel.
13 After a month of working closely with all counsel from both sides of the case, he said,
14 “Having spent some time with the parties and with their counsel over the last month, I am
15 confident that the lawyers know what they’re doing. And they’re doing the best they can
16 be on behalf of their clients.” *Id.* Four months later, Judge Walsh remained impressed
17 with counsel, commenting “I can’t tell you enough. It’s some of the best lawyering I’ve
18 seen in 15 years on this job. You guys have done a hell of a job on both sides.” *Id.*

19 Further, in commenting on the societal value of the parties’ agreed upon resolution,
20 Judge Walsh shared his thoughts that this settlement “could be a big sea change in the
21 world starting with Los Angeles where rather than lock these folks up and have
22 injunctions against them, you invest \$30 million.” *Id.* Judge Walsh’s comments about the
23 Settlement, as well as the skill and work of counsel on both sides of this case, support
24 Class Counsels’ position that the Settlement is a fair, reasonable, and adequate resolution
25 of the claims of the Class.

26 **3. The Risk of Continued Litigation Supports Preliminary Approval**

27 The “risk, expense, complexity, and likely duration of further litigation” are
28 important factors for a court to consider in evaluating the reasonableness of a settlement.

1 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 576 (9th Cir. 2004). “In most
2 situations, unless the settlement is clearly inadequate, its acceptance and approval are
3 preferable to lengthy and expensive litigation with uncertain results.” *DIRECTV, Inc.*, 221
4 F.R.D. at 526 (quoting A. Conte & H. Newberg, *Newberg on Class Actions*, § 11:50 at
5 155 (4th ed. 2002)).

6 The class-wide issues remaining for trial are injunctive relief and damages against
7 the City for federal due process violations from its enforcement of the unconstitutional
8 curfew provision; injunctive relief against the City for state due process violations from its
9 enforcement of the unconstitutional curfew provision; liability and damages against the
10 City for false imprisonment; liability, injunctive relief, and damages against Beck and
11 Trutanich in their official capacities for federal due process violations; liability and
12 damages against Beck and Trutanich in their individual capacities for federal due process
13 violations; and liability and injunctive relief against Beck and Trutanich in their official
14 capacities for state due process violations. The Court held that Class Counsel could
15 introduce at trial expert testimony concerning the harm the unconstitutional curfew
16 provision caused to class members, and pursue presumed damages, but barred Class
17 Counsel from introducing Cazarez’s declaration or testimony of class members other than
18 Rodriguez.

19 Class Counsel has evaluated the class-wide evidence of damages from the
20 unconstitutionally vague curfew provision that it would put forward at trial through expert
21 testimony, namely: class members’ internalized and persistent fear of arbitrary and
22 discriminatory interference in their daily lives; lost opportunities for unique social
23 experiences; harms to existing social ties; hindrance of formation of diverse social
24 networks; limitations on self-expression and development of self-identity; and long-term
25 harm from the curtailment of social experience and social network growth. Class counsel
26 has determined that while a jury could award significant actual damages incurred by each
27 class member due exclusively to the unconstitutional curfew provision, a jury could also
28 determine that the damages to class members were only nominal (*e.g.*, one dollar per

1 person). Orange Decl. ¶ 13; Richardson Decl. ¶ 32; Stormer Decl. ¶ 7.

2 In light of the extreme uncertainty surrounding a damages award from a jury,
3 particularly given the complications of damages awards to a class and the potential for
4 appeal of any significant verdict, Class Counsel has concluded that the settlement for an
5 injunctive relief commitment of up to \$30 million worth of transferable benefits through
6 the Jobs and Education Program, along with the further injunctive relief which includes an
7 expedited process for class members to seek to be removed from the gang injunction, is a
8 fair, reasonable, and adequate resolution of the claims of the class and is preferable to
9 going to trial, where class members could be awarded nominal damages only, or have any
10 relief held up for years pending appeal. Orange Decl. ¶ 12; Richardson Decl. ¶ 12;
11 Stormer Decl. ¶ 7.

12 **4. The Settlement's Value Supports Preliminary Approval**

13 Courts consider whether “the settlement terms compare favorably to the
14 uncertainties associated with continued litigation regarding the contested issues” in a case.
15 *DirecTV*, 221 F.R.D. at 526. Here, as explained above, there is extreme uncertainty as to
16 how a jury would quantify the damages to class members based on the unconstitutional
17 curfew provision. At trial, class counsel would present testimony from an expert as to the
18 harms caused by the unconstitutionally vague curfew provision namely: class members’
19 internalized and persistent fear of arbitrary and discriminatory interference in their daily
20 lives; lost opportunities for unique social experiences; harms to existing social ties;
21 hindrance of formation of diverse social networks; limitations on self-expression and
22 development of self-identity; and long-term harm from the curtailment of social
23 experience and social network growth. These harms, while very real, are difficult to
24 quantify and thus difficult to compensate for through a fixed sum of money. Moreover,
25 some of the damages theories to be pursued by the plaintiffs are untested and thus subject
26 to protracted appeal.

27 The benefits provided by this Settlement directly respond to many of the harms that
28 the class suffered as a result of the unconstitutional curfew provision. Richardson Decl. ¶

1 33. As explained by Plaintiffs' expert Dr. Edwina Barvosa, class members lost
2 opportunities to form social networks and experiences, which can prevent the
3 development of adult identity and social networks that frequently give rise to meaningful
4 career opportunities. The Jobs and Education Program is an opportunity to compensate
5 for those lost opportunities and to repair the harms wrought by the unconstitutional curfew
6 provisions. It is also an opportunity for class members to find vehicles of self-expression
7 and self-maintenance through additional training, education, and career development.

8 Similarly, the expedited process for seeking to be removed from a gang injunction
9 can provide the opportunity for class members to assert an identity separate and apart
10 from gang membership through a legal process, whether or not the individual was ever in
11 fact a member of a gang. *Id.* ¶ 34.

12 The Jobs and Education Program was carefully crafted to provide value to class
13 members. *Id.* ¶ 35. Those class members who already have a satisfying career can seek
14 educational benefits that may help them advance in their careers, transfer the benefit to a
15 close relative, or obtain supportive services to assist them in job retention. In addition to
16 being offered GED courses, college education, job training, paid apprenticeships, and job
17 placement assistance, class members who are identified as requiring the full training
18 program receive a \$1,000 stipend as an incentive for completing the program, in two
19 installments. Those individuals identified as being job-ready can obtain supportive
20 services of up to \$1,000 to assist with job- and education-related needs such as
21 transportation, books, or work-related specialized apparel.

22 To ensure that class members are receiving a valuable benefit, the Jobs and
23 Education Program will be monitored by a third-party evaluator from California State
24 University, Northridge on an annual basis. *Id.* ¶ 36 and Exhibit B. The monitor will
25 evaluate the progress of the program and identify any management issues related to
26 implementation. The monitor will produce an annual report has the authority to propose
27 changes to the Program.

28 Although the Jobs and Education Program uses some existing City program

1 infrastructure, it is funded entirely by a new non-supplanting outlay of funds by the City
2 and is provided only to class members and their transferees. A maximum of 10% of the
3 funds will go to the City for administrative costs in handling the Program. Richardson
4 Decl. ¶ 37 and Exhibit B.

5 **C. The Attorney’s Fees Sought Fall Within the Range of Possible Approval**

6 The lodestar method of awarding attorney’s fees “is appropriate in class actions
7 brought under fee-shifting statutes (such as federal civil rights . . .), where the relief
8 sought—and obtained—is often primarily injunctive in nature and thus not easily
9 monetized, but where the legislature has authorized the award of fees to ensure
10 compensation for counsel undertaking socially beneficial litigation.” *In re Bluetooth*
11 *Headset Products Liab. Litig.*, 654 F.3d at 941. The lodestar may be adjusted by an
12 appropriate multiplier based on a number of factors, including “the quality of
13 representation, the benefit obtained for the class, the complexity and novelty of the issues
14 presented, and the risk of nonpayment.” *Id.* at 941-42 (quoting *Hanlon*, 150 F.3d at
15 1029).

16 Class Counsel estimate that their fees for over five years of hard-fought litigation of
17 this case are between \$4.8 and \$9.6 million dollars, the estimated actual lodestar and the
18 lodestar with a 2.0 multiplier, respectively. Richardson Decl. ¶ 25. In addition, Class
19 Counsel estimate that their costs were \$100,000.

20 The Settlement Agreement provides that attorney’s fees and costs requested by
21 Class Counsel will be submitted to the City first in an attempt to resolve the matter
22 informally, and to the Court if the parties do not agree on the award. Class counsel will
23 make its agreement with the City concerning attorney’s fees, or its Motion for Attorney’s
24 Fees and Costs, available online to Class Members at least 28 days prior to the Final
25 Fairness Hearing. Should Class Counsel file a Motion for Attorney’s Fees, it will be
26 noticed for the same date as the Final Fairness Hearing and briefed in accordance with a
27 briefing schedule to be stipulated to by the parties or ordered by the Court .

28 The proposed method for determining attorney’s fees and for notifying the Class of

1 the fees sought and awarded places this portion of the settlement within the range of
2 possible approval and renders it appropriate for the Court’s preliminary approval.

3 **D. The Additional Compensation for Named Plaintiffs Falls Within the**
4 **Range of Possible Approval**

5 The proposed additional compensation, also known as incentive or service awards,
6 for the children of the named Plaintiffs is consistent with a fair, just and adequate
7 settlement. Incentive awards “are fairly typical in class action cases” and “are intended to
8 compensate class representatives for work done on behalf of the class, to make up for
9 financial or reputational risk undertaken in bringing the action, and, sometimes, to
10 recognize their willingness to act as a private attorney general.” *Rodriguez*, 563 F.3d at
11 958-59. The court considers “the number of named plaintiffs receiving incentive
12 payments, the proportion of the payments relative to the settlement amount, and the size
13 of each payment.” *In re Online DVD Rental Antitrust Litig.*, 779 F.3d 934, 947 (9th Cir.
14 2015) (quoting *Staton v. Boeing, Co.*, 327 F.3d 938, 977(9th Cir. 2003)).

15 The Parties request the Court’s preliminary approval of incentive awards in the
16 amount of \$20,000 made payable to an annuity for the benefit of each of the children of
17 Named Plaintiffs (Escolastica Camila Rodriguez and Alexa Cazarez, respectively) for the
18 sole purpose of their education. Settlement ¶ 41. These awards are independent of, and
19 will not count toward, either the annual minimum or maximum funding for the Jobs and
20 Education Program and tattoo removal. These awards appropriately recognize that the
21 two named Plaintiffs vigorously prosecuted this case. The amount of the incentive
22 awards, \$20,000, is consistent with the range of incentive awards approved by other
23 courts in class action cases. *See, e.g., Trujillo v. City of Ontario*, No. EDCV 04-1015-
24 VAP(SGLx), 2009 U.S. Dist. LEXIS 79309 (C.D. Cal. Aug. 24, 2009) (approving a
25 \$30,000 incentive payment to six class representatives justified by the “substantial time,”
26 “significant contributions they made, which benefitted the class as a whole,” and “the
27 personal risk, notoriety, and difficulties they experienced.”).

28 Mr. Rodriguez and Mr. Cazarez spent a good deal of time working closely with

1 counsel on this case throughout the litigation. They participated in meetings concerning
2 the litigation from the beginning of the litigation on a regular basis. Richardson Decl. ¶
3 21. They each reviewed the complaint, and reviewed and signed their declarations in
4 support of the motions for class certification and preliminary injunction. *Id.* They both
5 attended the hearings on class certification and preliminary injunction, and they both
6 participated in discussions regarding the motion for summary judgment. *Id.*

7 Mr. Rodriguez was deposed over a period of two days and spent significant time
8 preparing for his deposition. *Id.* He also responded to Defendants' discovery requests in
9 2014. *Id.* He attended the hearing on the appeal before the Ninth Circuit as well as the
10 hearings on the motion to decertify the class and motions for summary judgment. *Id.* Mr.
11 Rodriguez also participated in multiple discussions regarding settlement and resolution of
12 the case as well as multiple conversations with community groups regarding settlement.
13 *Id.*

14 Mr. Cazarez tragically passed away before he was deposed, but he was ready and
15 intending to be deposed. *Id.* ¶ 22. Mr. Cazarez's family assumed the responsibilities for
16 participating in the case after his death. *Id.* As representatives of the Estate, his brother
17 and mother discussed settlement of the case on multiple occasions. Moreover, Mr.
18 Cazarez's brother Alan served as the formal court-appointed Special Administrator of the
19 estate and actively provided information necessary to pursue the litigation – based upon
20 his familiarity and closeness with Mr. Cazarez. Alan Cazarez also attended the hearing on
21 the motions for summary judgment in his brother's stead. *Id.*

22 In addition to the considerable time spent by the named plaintiffs in this case, they
23 also faced the risk and notoriety of having their names attached to a case concerning gang
24 injunctions. *Id.* ¶ 23. That, too, supports an incentive award.

25 **IV. THE PROPOSED SETTLEMENT NOTICE AND SETTLEMENT**
26 **ADMINISTRATION PLAN SATISFY THE REQUIREMENTS OF RULE 23**

27 In the case of a settlement of a class action, “[t]he court must direct notice in a
28 reasonable manner to all class members who would be bound by the proposal.” Fed. R.

1 Civ. P. 23(e)(1); *Rodriguez*, 563 F.3d at 962. A class settlement notice “is satisfactory if it
2 generally describes the terms of the settlement in sufficient detail to alert those with
3 adverse viewpoints to come forward and be heard.” *Churchill Vill., L.L.C. v. Gen. Elec.*,
4 361 F.3d at 575 (internal citation and quotation marks omitted).

5 The notice is modeled on the sample notice provided by the Federal Judicial
6 Center. *See* Richardson Decl. ¶ 29 and Exh. A (Proposed Settlement Notice). It provides
7 a clear description of the terms of the settlement and of class members’ options, including
8 the deadline for objecting.

9 The Notice and administration procedures are described in the Settlement
10 Agreement at ¶ 46. The Settlement Notice will be mailed by First Class Mail to each
11 Class Member in both English and Spanish to all Class Members using their last known
12 addresses. The City will ascertain the last known address of each Class Member in the
13 same manner that was approved by this Court for serving notice of class certification and
14 preliminary injunction. *Id.* An abbreviated form of the Notice will also be posted in both
15 English and Spanish in at least 10 public locations in each of the “safety zones” covered
16 by each of the gang injunctions. The same abbreviated Notice will be sent to the *Los*
17 *Angeles Times* (in English) and to *La Opinión* (in Spanish) to be published one day per
18 week for a period of not less than 4 weeks. *Id.*

19 The Parties propose the schedule contained in the proposed Order submitted
20 concurrently herewith, under which the Settlement Notice will be provided to members of
21 the class, individuals may object to the fairness of the settlement, and the Court will hold
22 the final fairness hearing. *See* Proposed Order and Section V below.

23 The proposed Notice and manner of notice agreed upon by the Parties is a
24 reasonable means of providing notice to class members.

25 **V. PROPOSED SCHEDULE AND FINAL APPROVAL HEARING**

26 The following schedule sets forth a proposed sequence for the relevant dates and
27 deadlines, assuming that this Court grants preliminary approval of the Settlement. This
28 schedule is also stated in the Proposed Order, submitted concurrently herewith.

Number of Days After Preliminary Approval	Action
No later than 7 days	Settlement Notice sent to <i>Los Angeles Times</i> and <i>La Opinión</i> for not less than 4 weeks
No later than 30 days	Settlement Notice mailed to class members
No later than 30 days	Settlement Notices posted in 10 public locations in the “safety zones”
90 days	Last day for class members to file an objection to the settlement
At least 120 days and no later than 150 days	Final Fairness Hearing
At least 14 days prior to the Final Fairness Hearing	Motion for Final Approval filed with the Court
Date of the Final Fairness Hearing	If a Motion for Attorney’s Fees is filed, it shall be noticed for the same date as the Final Fairness Hearing and filed according to a briefing schedule stipulated to by the parties or ordered by the Court
Within 30 days of Effective Date of settlement	Claim Forms and Removal Petitions served by mail to Class Members
Within 3.5 years of Effective Date	Deadline to claim benefits under the settlement or to submit a removal petition

VI. CONCLUSION

For the reasons stated above, Plaintiffs respectfully request that the Court grant preliminary approval of the proposed class settlement and grant approval of the settlement notice, procedure, and administrator.

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DATED: July 1, 2016

Respectfully Submitted,
ORANGE LAW OFFICES
HADSELL STORMER & RENICK, LLP
PUBLIC COUNSEL

By /s/ - Anne Richardson
Anne Richardson, Esq.
Attorneys for Plaintiffs

1 4. In 2008, the National Institute of Trial Advocacy (NITA) and
2 Martindale-Hubbell collaborated to bestow upon me the “NITA Faculty” designation.
3 The NITA Faculty designation is awarded nationwide to a limited number of highly
4 skilled advocates who also demonstrate mastery in advocacy instruction. During the
5 few years leading up to my Martindale-Hubbell NITA Faculty designation, I taught
6 trial advocacy and deposition skills to more than one hundred Deputies Attorney
7 General for the California Attorney General’s Office in Sacramento, San Diego, Los
8 Angeles and other branch offices throughout the State. I also taught trial advocacy
9 skills at the United States Department of Justice in Washington, D.C., where I was the
10 top-rated NITA instructor in 2007. I have similarly taught trial advocacy and
11 deposition skills at multiple Am-Law top 20 law firms nationwide.

12
13 ***Class Action, Civil Rights and Gang Litigation Experience***
14

15 5. In 2015, I was honored with a California Lawyer Attorney of the Year
16 (“CLAY”) Award in the Civil Rights category. I earned the CLAY Award for
17 briefing, arguing and winning *Chaudhry v. Los Angeles* (9th Circ. No. 11-55820) in
18 the Ninth Circuit Court of Appeals. *Chaudhry* established precedent for the 63 million
19 Americans in the Ninth Circuit that pre-death pain and suffering damages are
20 recoverable by decedents' estates when federal civil rights violations cause death --
21 thus ending the practice of making it cheaper for a police officer to kill rather than
22 injure a victim of excessive force. *Chaudhry* is also one of the Ninth Circuit’s often
23 cited cases on attorneys fees and mandatory duties of government officials. At the trial
24 level, I served as lead trial counsel and secured a seven figure verdict and a malice
25 finding against the LAPD. *Chaudhry* was identified as one of only three wins against
26 the City of Los Angeles in Chief Deputy City Attorney William Carter’s review of
27 forty-one civil trial outcomes in his “Partial Response of the City Attorney’s Office to
28 the Third Financial Status Report (FSR) for FY 2010/11.”

1 6. In the years before and after *Chaudhry*, I have litigated numerous class
2 action and complex multi-party civil rights matters, including but not limited to the
3 following:

- 4 a. I am currently co-counsel in a wage and hour class action brought to
5 recover compensation due healthcare professionals employed at the local
6 branch of a nationwide mental health services and treatment provider
7 (*Valerie Alberts, et al vs. Aurora Behavioral Health Care, et al*, LASC
8 Case No. BC419340).
- 9 b. I served as co-counsel in the class action filed in response to the “May
10 Day Melee” wherein LAPD officers brutalized men, women and children
11 peacefully picnicking in Mac Arthur Park in Los Angeles, California
12 (*M.I.W.O.N. v. Los Angeles*, CACD No. CV 07-3072). The case resulted
13 in a \$12.8 million dollar recovery.
- 14 c. I was selected by the United Food and Commercial Workers Union,
15 Local 1442, to represent several of its members in a multi-plaintiff civil
16 rights action against three cities and several police officers were violating
17 the workers’ rights while on the picket lines. I served as lead counsel on
18 the matter (*Gina Boyd, et al v. City of Hermosa Beach, et al*, CACD No.
19 CV04-10528). Hundreds of thousands of dollars were recovered for the
20 picketers.
- 21 d. I served as lead counsel in a 42 U.S.C. §1983 Fourth Amendment case
22 involving excessive force and perjury by Los Angeles County Sheriff’s
23 Department deputies in East Los Angeles. (*Christopher Gray v. County*
24 *of Los Angeles, et al*, CACD Case No. CV13-7597 CAS). The case
25 resulted in a recovery of hundreds of thousands of dollars and a criminal
26 case against one of the deputies is set for trial this July of 2016.
27
28

1 e. I argued and won *Millender v. County of Los Angeles* (9th Circ. No. 07-
2 55518), a blended 4th and 2nd Amendment case, before an *en banc* panel
3 of the Ninth Circuit Court of Appeals. The central issue in the case was
4 whether an officer should be afforded qualified immunity for seeking a
5 magistrate’s approval of a warrant that facially exceeded the scope of the
6 underlying probable cause affidavit. The items sought were firearms and
7 indicia of gang membership. Later, for the U.S. Supreme Court
8 proceedings on *Millender* (10-704), I served as second chair and a
9 briefing attorney and was joined by both the NRA and ACLU as amici
10 curiae against 26 states and the U.S. Solicitor General.

11 f. I served as lead trial counsel in a state law battery and wrongful death
12 case involving excessive force by Los Angeles County Sheriff’s
13 Department deputies in Compton. (*Trayshawn Earl v. County of Los*
14 *Angeles, et al*, LASC Case No. TC027438). The case resulted in a 2015
15 verdict of \$8 million dollars.
16

17
18 7. In addition to litigating federal and state civil rights cases in and around
19 the State of California, I have also litigated gang related issues for more than the past
20 fifteen years – first as a Deputy Public Defender for the County of Orange, and then as
21 a member of the Los Angeles County Indigent Criminal Defense Appointments Panel.
22 Indeed, the instant case for which this declaration is submitted began as one of my
23 gang cases on the Panel. Through my work with persons involved in gang cases, I
24 have developed a familiarity with their socio-economic issues, legal issues, and the
25 cross-over between those issues.

26 //

Reputation In The Community

8. In addition to being honored with a 2015 CLAY Award in 2015, I have earned numerous other types of recognition, including but not limited to the following:

- a. In 2016, 2015 and 2013, I was selected by Thomson Reuters as a Southern California ‘Super Lawyer’ in the Civil Rights and First Amendment category. The same years, American Lawyer Media selected me to its list of ‘Top Lawyers in California.’
- b. In 2014, I was selected by The National Trial Lawyers to its ‘Top 100’ list.
- c. From 2011 to the present, the University of Southern California has recognized me and holds me out in its expert directory as, “An expert on criminal and constitutional law, courtroom procedure, DNA evidence, and police misconduct.”

9. I am also regularly called upon to present to community advocacy organizations, my presentations/seminars have included but are not limited to:

- a. "Closing Arguments", National Disability Rights Network: Annual Conference, Los Angeles, CA, Fall 2010
- b. "Using Creative Problem Solving Negotiations to Prepare for Trial (and Lighten your Load)", National Legal Aid & Defender Association (NLADA) Centennial Conference, Washington, D.C., Fall 2011
- c. "Tipping the Scales with Effective Trial Techniques: Direct and Cross Examination of Expert Witnesses", California Association for Parent-Child Advocacy, Los Angeles, CA, Summer 2012

//

1 *Representation and Resources Dedicated to Case*

2
3 10. I have devoted significant resources and work to this case, and I am fully
4 committed to continuing to do so until it ends. I conceived this case, investigated and
5 filed it, and then recruited the litigation team responsible for the success that this case
6 has ultimately become. I have been intimately involved in every aspect of this case –
7 including the negotiation of the terms of the settlement agreement which is the subject
8 of the instant motion.

9 11. I have personally participated in the mediation sessions with United
10 States Magistrate Judge Walsh, and with representatives of the City of Los Angeles.
11 Our settlement negotiations were always adversarial (but professional in every
12 manner), non-collusive, and required us to exchange and reject terms and counter-
13 proposals. In fact, we have exchanged numerous drafts of various settlement terms,
14 and have had additional in person meetings with counsel for the City.

15 12. For the reasons set forth in the Declaration of Anne Richardson, as well
16 as those set forth in Dan Stormer’s declaration, I believe that the settlement for an
17 injunctive relief commitment of up to \$30 million of transferrable job and education
18 benefits, along with additional injunctive relief for class members seeking removal
19 from the gang injunction, is a fair, reasonable, and adequate resolution of the class
20 claims.

21 13. Moreover, I have evaluated the class-wide evidence of damages from
22 service and enforcement of unconstitutionally vague curfew provisions. It is my belief
23 that while a jury could award significant actual damages incurred by each class
24 member due exclusively to the unconstitutional curfew provision, a jury could also
25 determine that the damages to class members were only nominal (*e.g.*, one dollar per
26 person), or close to nominal.

27 14. Based on my knowledge of this case, my experience presenting gang
28 issues in court, and my experience litigating civil rights and class action matters, I
believe that the settlement contemplated by the parties in this case maximizes benefits

1 to each class member, minimizes risk of non-recovery, and presents a transformative
2 opportunity for class members which is indicative of the very best work by all
3 involved counsel, as well as Los Angeles City officials' most sincere efforts to
4 constructively right a wrong and simultaneously make this City a better place for all.

5 15. My assessment of the settlement is consistent with statements made by
6 Hon. Patrick J. Walsh during the settlement negotiations between the parties. During
7 those negotiations, Judge Walsh commented:

- 8
- 9 a. “[I]n all the cases I've participated in this is the best settlement I've ever
10 seen.”
 - 11 b. “Having spent some time with the parties and with their counsel over the
12 last month, I am confident that the lawyers know what they're doing. And
13 they're doing the best they can be on behalf of their clients.”
 - 14 c. “I can't tell you enough. It's some of the best lawyering I've seen in 15
15 years on this job. You guys have done a hell of a job on both sides.”
 - 16 d. [This settlement] “could be a big sea change in the world starting with
17 Los Angeles where rather than lock these folks up and have injunctions
18 against them, you invest \$30 million.” (See Docket Doc. No. 379)
- 19

20 I declare under penalty of perjury under the laws of the United States that the
21 foregoing is true and correct.

22 Executed at Los Angeles, California on June 30, 2016.

23 
24 **FOR PUBLIC RELEASE**

25 Olu K. Orange, Esq.
26
27
28

DECLARATION OF ANNE RICHARDSON

I, **ANNE RICHARDSON**, declare as follows:

1. I am an attorney licensed to practice law in the state of California. I am Directing Attorney of the Consumer Law Project at Public Counsel, counsel for Plaintiffs in this action. I make this declaration based on my own personal knowledge, and if called as a witness, I could and would testify to the following matters.

2. I have reviewed the documents identified herein and am fully familiar with the facts set forth therein. Based on my own personal knowledge and on my familiarity with the documents, pleadings, and files in this action, I can state that the following information is true and accurate. A true and correct copy of the executed “Joint Stipulation of Class Action Settlement and Release” (“Agreement”) is attached hereto as Exhibit 1.

3. A true and correct copy of the proposed Notice of Class Action Settlement, which is Exhibit A of the Agreement, is attached hereto as Exhibit A.

4. A true and correct copy of the description of the Jobs and Education Program, which is Exhibit B of the Agreement, is attached hereto as Exhibit B.

5. A true and correct copy of the Expedited Process for Removal from Gang Injunctions, which is Exhibit C of the Agreement, is attached hereto as Exhibit C.

6. I provided the Motion for Preliminary Approval of Settlement to Counsel for Defendants and they stated that they do not oppose it.

7. As this Court is well aware, throughout the course of this litigation, the Parties engaged in vigorous litigation, including the filing of a motion for preliminary injunction, a motion for class certification, a motion to compel documents which was resolved by the Magistrate Judge, a motion to intervene by the Los Angeles Times, three summary judgment motions by the defendants and one cross-motion for summary adjudication by plaintiffs, a motion to decertify the class, numerous motions *in limine*, and an interlocutory appeal to the Ninth Circuit.

1 8. In the City’s Supplemental Brief filed in the Ninth Circuit, Case No. 13-
2 55467, Dkt. No. 39 at 14, the City stated that service lists show that the City served
3 5,713 individuals with gang injunctions covered by this lawsuit.

4 9. Since the case was filed, the parties have had multiple settlement
5 discussions at various stages of the proceedings. Early in the litigation, the parties held
6 a settlement discussion with Magistrate Judge John McDermott but failed to reach a
7 settlement. After oral argument in the Ninth Circuit, but while the ruling was still
8 pending, the parties met without a mediator, with the participation of City Attorney
9 Mike Feuer, but again failed to reach a settlement. After the summary adjudication, on
10 March 30, 2015, the parties renewed settlement talks before the Hon. Louis Meisinger
11 (Ret.) as mediator but again failed to reach a settlement. Finally, after the Court’s
12 rulings on the parties’ motions *in limine*, the parties again renewed settlement talks
13 before the Hon. Patrick J. Walsh. The parties met with Judge Walsh approximately 17
14 times in person or telephonically and had numerous additional meetings and calls
15 between the parties to discuss the terms. An agreement was first reached on the
16 primary material terms and issues on November 10, 2015, and refined in key aspects
17 on March 4 and 11, 2016. On March 16, 2016 the Los Angeles City Council voted
18 unanimously to approve the proposed settlement.

19 10. At all times, the Settlement negotiations were adversarial, non-collusive,
20 in good faith, and conducted at arm’s length. The parties exchanged numerous drafts
21 of various settlement terms. Additionally, Class Counsel also sought and obtained
22 input from Named Plaintiff Christian Rodriguez and representatives of the Estate of
23 Alberto Cazarez, regarding the terms of a proposed settlement, and from other class
24 members and community organizations which directly serve class members. Class
25 Counsel have maintained a website, www.gangcase.com, which has also provided
26 information regarding this case during the pendency of this lawsuit.

27 11. I and my co-counsel have evaluated the class-wide evidence of damages
28 from the unconstitutionally vague curfew provision that we would put forward at trial
through expert testimony. I and my co-counsel have determined that while a jury

1 could award significant actual damages incurred by each class member due exclusively
2 to the unconstitutional curfew provision, a jury could also determine that the damages
3 to class members were only nominal (*e.g.*, one dollar per person).

4 **12.** In light of the extreme uncertainty surrounding a damages award from a
5 jury, particularly given the complications of damages awards to a class and the
6 potential for appeal of any significant verdict, I and my co-counsel have concluded that
7 the settlement for an injunctive relief commitment of up to \$30 million worth of
8 transferable benefits through the Jobs and Education Program, along with the further
9 injunctive relief which includes an expedited process for class members to seek to be
10 removed from the gang injunction, is a fair, reasonable, and adequate resolution of the
11 claims of the class and is preferable to going to trial, where class members could be
12 awarded nominal damages only, or have any relief held up for years pending appeal.

13 **Settlement Content**

14 **13.** The Settlement Agreement has four main substantive components: (1) a
15 Jobs and Education Program, providing job readiness, training and placement; (2)
16 modifications of the City's enforcement and service of the class gang injunctions; (3)
17 an expedited process for class members to seek to be removed from the gang
18 injunction; and (4) incentive awards for the named plaintiffs in the form of educational
19 funds for each of their daughters. The Settlement Agreement also provides for
20 attorney's fees and costs; administrative costs; and dissemination of Settlement Notice
21 to class members.

22 **Jobs and Education Program**

23 **14.** With respect to the Jobs and Education Program, City will contribute a
24 minimum of \$4.5 million and a maximum of \$30 million total over a period of four
25 years. If the annual minimum of \$1.125 million is not met, the City will contribute the
26 remainder to community organizations focused on job training and placement on the
27 timeframe set forth in the Settlement Agreement.
28

1 15. The Jobs and Education Program will include assessment for career goals
2 and job readiness; development of a personalized service plan to achieve those goals;
3 and any necessary educational support, courses, or skill-development and enrollment
4 in any necessary certificate or degree programs. Once a participant is deemed job-
5 ready, he or she will be placed with a business in his desired area of employment and
6 paid by a non-profit entity at the City's minimum wage for up to 400 hours of work
7 with that business. At the end of this apprenticeship, the expectation is that the
8 participant will be hired by the business as a non-subsidized employee. Should that
9 not occur, the participant will be provided with support in job placement in a City or
10 private job in his or her area.

11 16. Class members who do not wish to take advantage of the Jobs and
12 Education Program, or who are unable to participate because they will not be living in
13 the Los Angeles area during the four-year period during which the benefits will be
14 available, may transfer the program to a first-degree relative (a child, parent, spouse, or
15 sibling, or to a second-degree relative on a first-come, first-served basis until the City's
16 minimum contribution has been reached).

17
18 **Tattoo Removal Program**

19 17. The City will fund up to \$150,000 each year for a total of four years for
20 tattoo removal to be provided free of charge to class members on a first come, first
21 served basis. The amount will not count toward the \$1.25 million annual minimum but
22 will count toward the \$7.5 million annual maximum.

23 **Non-Enforcement of Certain Class Gang Injunction Provisions**

24 18. As described in the Settlement Agreement, the City will not enforce the
25 following provisions in the class gang injunctions: (1) Obey curfew, (2) Do not be in
26 the presence of drugs; (3) Do not be in the presence of alcohol; and (4) Obey all laws.
27 In addition, the City will not serve any of the 26 class gang injunctions unless each of
28 the following documents is attached: (1) Notice that any of the above provisions that

1 are contained in the injunction will not be enforced; (2) A petition for removal from
2 the gang injunction; and (3) A list of referrals for services to assist in leaving gangs.

3 **Expedited Gang Injunction Removal Procedures**

4 19. As described in the Settlement Agreement and Exhibit C, a class member
5 who believes he or she should not be subject to a gang injunction may apply to be
6 removed from the list of people subject to the injunction at a special hearing before
7 United States Magistrate Judge Patrick J. Walsh during the four-year period the Jobs
8 and Education program is in effect. The applications will be submitted to the Claims
9 Administrator, who will forward them to Class Counsel and Defense Counsel. The
10 City will have 90 days from the date an application is submitted by mail or by personal
11 service to decide whether to agree to remove the Class Member from the list of persons
12 subject to the injunction, or to oppose the application and set a hearing, and to give
13 notice to the Settlement Class Member (or, if represented, his or her counsel) and to
14 Class Counsel advising of its decision. If the City opposes the application, or if for
15 any reason the City does not give notice in accordance with this agreement, a hearing
16 will be set within another 90 days. Class Members in such hearings may, but need not
17 be, represented by counsel. The City will not be obligated to provide or pay for
18 counsel for Settlement Class Members at such hearings. Plaintiffs' counsel will
19 provide pro bono counsel for those class members who want such representation.
20

21 **Incentive Awards**

22 20. Mr. Rodriguez and Mr. Cazarez spent a good deal of time working closely
23 with counsel on this case throughout the litigation. They participated in meetings
24 concerning the litigation from the beginning of the litigation on a regular basis. They
25 each reviewed the complaint, and reviewed and signed their declarations in support of
26 the motions for class certification and preliminary injunction. They both attended the
27 hearings on class certification and preliminary injunction, and they both participated in
28 discussions regarding the motion for summary judgment.

1 21. Mr. Rodriguez was deposed over a period of two days and spent
2 significant time preparing for his deposition. He also responded to Defendants'
3 discovery requests in 2014. He attended the hearing on the appeal before the Ninth
4 Circuit as well as the hearings on the motion to decertify the class and motions for
5 summary judgment. Mr. Rodriguez also participated in multiple discussions regarding
6 settlement and resolution of the case as well as multiple conversations with community
7 groups regarding settlement.

8 22. Mr. Cazarez tragically passed away before he was deposed, but he was
9 ready and intending to be deposed. Mr. Cazarez's family assumed the responsibilities
10 for participating in the case after his death. As representatives of the Estate, his
11 brother and mother discussed settlement of the case on multiple occasions. Moreover,
12 Mr. Cazarez's brother Alan served as the formal court-appointed Special Administrator
13 of the estate and actively provided information necessary to pursue the litigation –
14 based upon his familiarity and closeness with Mr. Cazarez. Alan Cazarez also attended
15 the hearing on the motions for summary judgment in his brother's stead.

16 23. In addition to the considerable time spent by the named plaintiffs in this
17 case, they also faced the risk and notoriety of having their names attached to a case
18 concerning gang injunctions.

19 24. In recognition of the significant time, risks, and burdens undertaken by
20 Mr. Rodriguez and Mr. Cazarez who actively participated in the litigation and ultimate
21 settlement of this case, the Settlement provides that incentive awards of \$20,000 each
22 will be made payable to an annuity for the benefit of each of the children of Mr.
23 Rodriguez and Mr. Cazarez (Escolastica Camila Rodriguez and Alexa Cazarez,
24 respectively) for the sole purpose of their education. These awards are independent of,
25 and will not count toward, either the annual minimum or maximum funding for the
26 Jobs Program and tattoo removal. The enhancements are intended to compensate these
27 individuals fairly in relationship to the rest of the Class in light of the additional
28

1 burdens and risks that they have undertaken by assisting in the prosecution of the
2 lawsuit, and, with respect to Mr. Cazarez, for releasing his individual claims.

3 **Attorney's Fees and Costs**

4 25. The Settlement Agreement provides for the payment of attorney's fees to
5 Class Counsel, including fees for Mr. Cazarez's individual claims, and fees for any
6 work by Class Counsel to obtain approval for, implement, and monitor the Settlement
7 Agreement. All attorney's fees and costs requested by Class Counsel will be
8 submitted to the City first in an attempt to resolve the matter informally. If the parties
9 do not agree on the award of attorney's fees and costs, then Class Counsel shall submit
10 a motion regarding the fees and costs through the fees motion stage to this Court for
11 resolution prior to or on the date of final approval. Class Counsel currently estimates
12 that their fees for over five years of hard-fought litigation of this case are between \$4.8
13 and \$9.6 million dollars, the estimated actual lodestar and the lodestar with a 2.0
14 multiplier, respectively. In addition, Class Counsel estimate that their costs were
15 \$100,000. The City will not be responsible for paying any of the fees of attorneys for
16 representing class members in front of Judge Walsh through the gang injunction
17 removal process.
18

19 **Claims Administration**

20 26. The parties have agreed that the City will pay a maximum of \$150,000 to
21 the Claims Administrator for costs associated with class notices and the intake,
22 verification, and distribution of claims over the four-year period. The Claims
23 Administrator will send out notice in English and Spanish to the class members,
24 provide English- and Spanish-speaking personnel to handle all inquiries by class
25 members, resolve any challenges that any party lodges to claims, and determine
26 eligibility of requests for removal from the gang injunction, and process requests to
27 participate in the Jobs and Education Program.
28

Class Notice

1 27. The Settlement Agreement contemplates that this Court will grant
2 preliminary approval of the Settlement. After preliminary approval, the Settlement
3 Agreement requires that the notice packet will be mailed to class members within 30
4 days of preliminary approval by the Court. The Notice will inform class members of
5 the terms of the Settlement Agreement and that they have the option to object to the
6 settlement and/or request to speak at the final approval hearing.

7 28. As described in the Settlement Agreement, the Claims Administrator will
8 mail the settlement notice to all class members in both English and Spanish using their
9 last known address. Notice will also be posted in ten public locations within the
10 “safety zones” covered by the gang injunctions and published in the *Los Angeles Times*
11 in English and *La Opinión* in Spanish.

12 29. The Proposed Settlement Notice is modeled on the sample notice
13 provided by the Federal Judicial Center, available at www.fjc.gov.

14 **Experience and Opinion of Class Counsel**

15 30. Class Counsel, who have many years of experience in class action and
16 civil rights litigation, recommend the proposed settlement and believe that it is in the
17 best interests of the Class Members.

18 31. In pursuing this case for five years, including motions for class
19 certification and a preliminary injunction, an appeal to the Ninth Circuit Court of
20 Appeals, cross-motions for summary judgment, and motions in limine, I and the other
21 Class Counsel have demonstrated a high degree of competence in the litigation of the
22 issues, and I strongly believe that the settlement is a fair, reasonable, and adequate
23 resolution of the claims of the Class and is preferable to continued litigation.

24 32. At trial, class counsel would present testimony from an expert as to the
25 harms caused by the unconstitutionally vague curfew provision namely: class
26 members’ internalized and persistent fear of arbitrary and discriminatory interference
27 in their daily lives; lost opportunities for unique social experiences; harms to existing
28

1 social ties; hindrance of formation of diverse social networks; limitations on self-
2 expression and development of self-identity; and long-term harm from the curtailment
3 of social experience and social network growth. These harms, while very real, are
4 difficult to quantify and to separate from harms arising from other aspects of the gang
5 injunction, and thus difficult to compensate for through a fixed sum of money.

6 Moreover, some of the damages theories to be pursued by the plaintiffs are untested
7 and thus subject to protracted appeal.

8 33. The benefits provided by this Settlement directly respond to many of the
9 harms that the class suffered as a result of the unconstitutional curfew provision. As
10 explained by Plaintiffs' expert Dr. Edwina Barvosa, class members lost opportunities
11 to form social networks and experiences, which can prevent the development of adult
12 identity and social networks that frequently give rise to meaningful career
13 opportunities. The Jobs and Education Program is an opportunity to compensate for
14 those lost opportunities and to repair the harms wrought by the unconstitutional curfew
15 provisions. It is also an opportunity for class members to find vehicles of self-
16 expression and self-maintenance through additional training, education, and career
17 development.

18 34. Similarly, the expedited process for seeking to be removed from a gang
19 injunction can provide the opportunity for class members to assert an identity separate
20 and apart from gang membership through a legal process, whether or not the individual
21 was ever in fact a member of a gang.

22 35. The Jobs and Education Program was carefully crafted to provide value to
23 class members. Those class members who already have a job or career they are happy
24 with can either seek educational benefits that may help them advance in their careers,
25 transfer the benefit to a close relative, or obtain supportive services to assist them in
26 job retention. In addition to being offered GED courses, college education, job
27 training, paid apprenticeships, and job placement assistance, class members who are
28

1 identified as requiring the full training program receive a \$1,000 stipend as an
2 incentive for completing the program, in two installments. Those individuals
3 identified as being job-ready can still obtain supportive services of up to \$1,000 to
4 assist with job and education-related needs such as transportation, books, or job-related
5 equipment or work-related specialized apparel,

6 36. To ensure that class members are receiving a valuable benefit, the Jobs
7 and Education Program will be monitored by a third-party evaluator from California
8 State University, Northridge on an annual basis. The monitor will evaluate the
9 progress of the program and identify any management issues related to
10 implementation. The monitor will produce an annual report, which will be provided to
11 the Parties, that has the authority to propose changes to the Program.

12 37. Although the Jobs and Education Program uses some existing City
13 program infrastructure, it is funded entirely by new non-supplanting outlay of funds by
14 the City and is provided only to class members and their transferees. A maximum of
15 10% of the funds will go to the City for administrative costs in handling the Program.

16 38. United States Magistrate Judge Patrick J. Walsh has commented about the
17 quality of the settlement, the skill demonstrated by all involved counsel, and the
18 societal value of resolving this case in the manner agreed upon by the parties. See
19 Order on Joint Stipulation to Make Use of Statements from Hon. Patrick J. Walsh
20 Regarding Settlement, filed on July 1, 2016. Dkt. 379.

- 21
- 22 a. "In all the cases I've participated in this is the best settlement I've ever seen."
 - 23 b. "Having spent some time with the parties and with their counsel over the last
24 month, I am confident that the lawyers know what they're doing. And they're
25 doing the best they can be on behalf of their clients."
 - 26 c. "I can't tell you enough. It's some of the best lawyering I've seen in 15 years on
27 this job. You guys have done a hell of a job on both sides."
 - 28

1 d. [This settlement] “could be a big sea change in the world starting with Los
2 Angeles where rather than lock these folks up and have injunctions against
3 them, you invest \$30 million.”

4 39. The law firms involved are highly experienced in class actions and in civil
5 rights litigation. As detailed in the Declaration of Dan Stormer, Hadsell Stormer &
6 Renick, LLP is highly experienced class counsel, having handled dozens of civil rights
7 class actions, as well as other types of class and complex litigation. As detailed in the
8 Declaration of Olu Orange, Mr. Orange of Orange Law Offices is a renowned trial
9 lawyer in the areas of civil rights and criminal defense law, teaches trial practice at
10 NITA, USC and Harvard Law School, and has been regularly recognized for his work.
11 As detailed below, Public Counsel is the nation’s largest pro bono law firm and has
12 handled numerous class actions and civil rights cases.

13 40. I am the directing attorney of Public Counsel’s Consumer Law Project
14 and associate director of Public Counsel Opportunity Under Law. Before joining
15 Public Counsel, from 1998-2014 I worked at Hadsell Stormer Richardson & Renick
16 and its predecessors, where I was a partner and specialized in complex employment
17 and civil rights cases. Before that, I was an associate at Hadsell & Stormer, and a
18 fellow at Litt & Stormer. From 1989 to 1990 I clerked for the Honorable Mariana R.
19 Pfaelzer in the Central District of California.
20

21 41. I graduated with Distinction from Stanford Law School in 1989, and
22 received my B.A. from Swarthmore College in 1984. In 2006, I was awarded a
23 California Lawyer Attorney of the Year for my work on the *Doe v. Unocal* case
24 involving violations of international human rights law. I have taught Section 1983
25 Litigation as an Adjunct Professor at Loyola Law School and Whittier Law Schools. I
26 have been named to the “SuperLawyers” list for Southern California by Los Angeles
27 Magazine every year since 2004, and am regularly named to the Top 50 Women
28

1 Lawyers in Southern California. I am rated AV Preeminent by Martindale Hubbell. A
2 true and correct copy of my curriculum vitae is attached hereto as Exhibit 2.

3 42. In addition to my work inside the courtroom, I have taught as an Adjunct
4 Professor at Loyola and Whittier Law Schools and am regularly asked to give lectures
5 regarding public interest and class action litigation to lawyers, law students, and public
6 interest organizations, including by the following organizations: UCLA, Occidental
7 College, California Employment Lawyers Association, Litigation Counsel of America,
8 University of Colorado Law School, National Academy of Arbitrators, and many
9 others. I received my B.A. from Swarthmore College, and my J.D. from Stanford
10 Law School, where I graduated with distinction. I clerked for the Honorable Mariana
11 R. Pfaelzer of the United States District Court for the Central District of California.

12 43. I have been co-lead counsel on numerous class actions in both state and
13 federal court, including *United Steel, et al. v. ConocoPhillips*, CV 08-02068-PSG
14 (FFMx), 593 F.3d 802 (9th Cir. 2010) (wage and hour class action regarding “on duty”
15 meal periods); *Trujillo v. City of Ontario*, EDCV 04-1015-VAP (SGLx), 2009 U.S.
16 Dist. LEXIS 79309 (C.D. Cal. 2009) (class action involving violations of right to
17 privacy where police officers were videotaped in their locker room); *Avery v. Orange*
18 *County Transportation Authority*, Case No. 07CC00004 (class action certified
19 regarding excessive penalties in fines on toll roads and violation of due process);
20 *Fitzgerald v. City of Los Angeles*, CV 03-01876-DDP (RZx), 2009 U.S. Dist. LEXIS
21 (C.D. Cal. 2009) (class action challenging search and seizure policy of LAPD in Skid
22 Row), and *Paige v. State of California*, 2007 U.S. App. LEXIS 12050 (9th Circuit
23 2007) (appeal from a two month trial alleging disparate impact in a failure to promote
24 case). I have also worked on other class action cases in which my firm was lead
25 counsel, including *Wang v. Chinese Daily News*, CV 04-1498-CBM (AJWx) (class
26 action alleging multiple wage and hour violations); *Soto v. Starwood Hotels & Resorts*
27 *Worldwide, Inc.*, BC 352849 (class action alleging meal and rest break violations), and
28

1 *Flores v. Albertsons*, 2003 U.S. Dist. LEXIS 26857 (C.D. Cal. 2003) (P. Anderson, J.)
2 (overtime violations against janitorial staff).

3 44. Alisa Hartz is a staff attorney at Public Counsel. Prior to joining Public
4 Counsel, she was a law clerk at Public Counsel and at the ACLU of Southern
5 California. She served as law clerk to the Hon. Dean D. Pregerson of the United States
6 District Court for the Central District of California, and for the Hon. Stephen Reinhardt
7 of the United States Court of Appeals for the Ninth Circuit. Ms. Hartz graduated from
8 the University of California, Irvine School of Law in 2012 and is a member in good
9 standing of the California bar. She has experience litigating class action cases and
10 other cases involving civil rights, including *Peter P. v. Compton Unified School*
11 *District*, 2:15-CV-03726-MWF-PLA (class action regarding access to education for
12 students impacted by trauma), *Cruz v. State*, Case No. RG14727139 (class action
13 successfully settled concerning students' right to meaningful learning time), *Allen v.*
14 *Pomona*, 2:16-CV-01859-R-E (multi-plaintiff case regarding the unlawful seizure of
15 homeless individuals' property), *Housing Works v. County of Los Angeles*, 2:15-CV-
16 08982-GW-RAO (case concerning the ability of mentally disabled individuals to
17 access General Relief), *United States v. County*, 2: 15-CV-05903-DDP-JEM
18 (intervention on behalf of mentally disabled former prisoners asserting that the
19 provisions of the settlement agreement between the parties concerning jail discharge
20 procedures violated intervenors' rights under the Americans with Disabilities Act and
21 the Constitution).

22
23 45. In addition to the above noted class action matters, Public Counsel has
24 also been counsel of record to the following class actions, among others: *Franco v.*
25 *Holder*, CV 10-2211-DMG (C.D. Cal.); *Reed v. State of California*, Case No.
26 BC432420; *F.L.B (formerly J.E.F.M.) et al v. Lynch et al*, 14-CV091926-TSZ (W.D.
27 Wash.) ; *G.F. v. Contra Costa County*, 13-cv-03667-MEJ (N.D. Cal.); *Casey A. v.*
28 *Gundry*, CV-10-00192 (C.D. Cal.); *D.J. v. California*, Case No. BS142775; *Benito R.*

1 *v. East Los Angeles Regional Center*, Case No. BC429819; *Bautista v. State of*
2 *California*, Case No. BC418871; *Community Action League v. Lancaster, et al.*, CV
3 11-4817 ODW (VBKx) (C.D. Cal.); and *Nozzi v. Housing Authority of the City of Los*
4 *Angeles*, CV-07-380 PA (FFMx).

5
6 I declare under penalty of perjury under the laws of the United States that the
7 foregoing is true and correct.

8 Executed at Los Angeles, California on July 1, 2016.
9

10  **FOR PUBLIC RELEASE**

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12 Anne Richardson
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Exhibit 1

1 Plaintiffs Christian Rodriguez (“Rodriguez”) and the Estate of Alberto
2 Cazarez by and through its duly appointed representative (“Cazarez”), on behalf of
3 all class members as certified in the class action *Rodriguez v. City of Los Angeles*,
4 CV11-01136 DMG (PJWx) (collectively “Plaintiffs”), and Defendant City of Los
5 Angeles (“City”), subject to the terms and conditions hereof and final approval by the
6 Court, hereby enter into this Joint Stipulation of Class Action Settlement and
7 Settlement Agreement and Release (“Settlement Agreement”). This Settlement
8 Agreement is intended to fully, finally, and forever compromise, release, resolve,
9 discharge, and settle the released claims subject to the terms and conditions set forth
10 in this settlement.

10 RECITALS

11 1. Plaintiffs filed this lawsuit on February 7, 2011, challenging the
12 constitutionality of a curfew provision within 26 gang injunctions in the City of Los
13 Angeles. Plaintiffs alleged claims stemming from service of the injunctions and
14 enforcement of the curfew under 42 U.S.C. §1983 for violations of Plaintiffs’ First,
15 Fourth, and Fourteenth Amendment rights, as well as claims under the California
16 Constitution, under the Bane Act (Cal. Civ. Code §52.1), and for False Imprisonment
17 and Violation of Mandatory Duties. Plaintiffs named as defendants the City of Los
18 Angeles, Charles Beck, Carmen Trutanich, Allen Nadir, and Angel Gomez. In their
19 Complaint (Dkt. 1), Plaintiffs sought general, special, and statutory damages; punitive
20 damages against individual defendants; attorneys’ fees and costs; interest;
21 preliminary and permanent injunctive relief; and declaratory relief. This case has
22 been vigorously litigated by Class Counsel since the Complaint was filed.

23 2. Plaintiffs filed a First Amended Complaint on April 13, 2011. On June
24 30, 2011, Plaintiffs filed a Second Amended Complaint, alleging claims under 42
25 U.S.C. §1983 for violations of the Fourteenth Amendment; Article 1 §§ 1,7 of the
26 California Constitution [Fourteenth Amendment analogue]; the Bane Act (Cal. Civ.
27 Code §52.1); False Imprisonment; and Mandatory Duties.

1 3. The parties engaged in lengthy discovery proceedings. Plaintiffs took 10
2 depositions, and defendants took 6 depositions. The parties propounded and
3 responded to several rounds of written discovery. Plaintiffs sought the electronic
4 records of all persons served and arrested pursuant to an unconstitutional curfew, and
5 the defendants objected. Plaintiffs filed a motion to compel, which they won. The Los
6 Angeles Times intervened in the lawsuit to get limited access to such records, which
7 Defendants opposed. Plaintiffs participated in negotiations on how to redact such
8 documents to protect the privacy interests of class members.

9 4. On March 30, 2012, Plaintiffs filed a motion to certify a class of persons
10 served with one or more of the 26 challenged gang injunctions, as well as a sub-class
11 of persons served with the injunctions who have been seized, arrested, jailed, and/or
12 prosecuted for violating the curfew provision in the injunctions. (Dkts. 43-44.)
13 Defendants opposed the motion and the matter was heard at oral argument.

14 5. On July 6, 2012, Plaintiffs filed a motion for preliminary injunction.
15 (Dkt. 61.) Defendants opposed the motion and the matter was heard at oral argument.

16 6. The Court certified a class of persons served with one of more of the 26
17 gang injunctions on February 15, 2013, but declined to certify the proposed sub-class.
18 (Dkt. 89.) The Court issued a preliminary injunction on the same date which required
19 the City to serve all class members with notice that the curfew provisions of the 26
20 challenged gang injunctions were unconstitutional and would not be enforced, and
21 prohibited such enforcement. (Dkt. 90.) The Court amended its order granting
22 Plaintiffs' Motion for Preliminary Injunction on March 6, 2013, to remove the
23 prohibition on enforcement as moot. (Dkt. 96.) Defendants appealed the preliminary
24 injunction to the Ninth Circuit. The appeal was fully briefed and argued, but
25 ultimately dismissed as moot by the Court of Appeals on January 17, 2014, because
26 Defendants had complied with the injunction. *Rodriguez v. City of Los Angeles*, 552
27 F. App'x 723 (9th Cir. 2014).
28

1 7. Defendants filed three motions for summary judgment and a motion to
decertify the class in October 2014. (Dkts. 180, 181, 185, and 187.) Plaintiffs
2 opposed the motions, and filed a motion for summary adjudication on several claims,
3 which defendants opposed. (Dkts. 184, 195, 197, 198, 199.) The Court denied
4 defendants' motion to decertify the class (Dkt. 225), and took the summary judgment
5 motions under submission.

6 8. Plaintiffs filed a motion for leave to file a Third Amended Complaint on
7 December 19, 2014. (Dkt. 233.) On January 14, 2015, the Court granted Plaintiffs'
8 motion (Dkt. 250), and Plaintiffs filed the Third Amended Complaint (Dkt. 254).

9 9. On May 8, 2015, Plaintiffs were granted summary adjudication as to the
10 City's liability for its violation of class members' right to due process under the
11 United States Constitution and as to the City's liability for injunctive relief under the
12 California Constitution. (Dkt. 268 at 44-45.) However, Plaintiffs were denied
13 summary adjudication as to damages under the California Constitution. (*Id.*)
14 Plaintiffs also were denied summary adjudication as to their claims under the Bane
15 Act, which carry statutory damages, and the City was granted summary adjudication
16 on that same issue. (*Id.* at 27-30, 46.) Defendant Allen Nadir's motion for summary
17 judgment was granted in its entirety, and Gomez's motion for summary judgment
18 was granted as to his qualified immunity for claims related to service and
19 enforcement of the injunctions and the arrest of Rodriguez, among other claims. (*Id.*
20 at 46.)

21 10. On September 25, 2015, defendant Gomez filed a motion to dismiss the
22 individual claims of the Estate of Alberto Cazarez. (Dkt. 339.) After full briefing, but
23 before the court ruled on the motion, Gomez filed a request to withdraw his motion
24 on February 5, 2016. (Dkt. 359.) The court ordered that Gomez's motion was vacated
25 without prejudice to Gomez to renew the motion at a later date, in the event the
26 settlement in this case was not finalized. (Dkt. 360.)

27 11. The class-wide issues remaining for trial are injunctive relief and
28

1 damages against the City for federal due process violations from its enforcement of
2 the unconstitutional curfew provision; injunctive relief against the City for state due
3 process violations from its enforcement of the unconstitutional curfew provision;
4 liability and damages against the City for false imprisonment; liability, injunctive
5 relief, and damages against Beck and Trutanich in their official capacities for federal
6 due process violations; liability and damages against Beck and Trutanich in their
7 individual capacities for federal due process violations; and liability and injunctive
8 relief against Beck and Trutanich in their official capacities for state due process
9 violations. Rodriguez has no individual claims remaining, and Cazarez has
10 remaining individual claims for false imprisonment and violation of the Fourth
11 Amendment. The parties filed motions *in limine* in preparation for trial, which were
12 heard and ruled upon in June 2015. (Dkt. 337.) The Court held that Class Counsel
13 could introduce at trial expert testimony concerning the harm the unconstitutional
14 curfew provision caused to class members, and pursue presumed damages, but barred
15 Class Counsel from introducing Cazarez's declaration or testimony of class members
16 other than Rodriguez. (*Id.*)

16 12. Class Counsel has evaluated the class-wide evidence of damages from
17 the service and enforcement of the unconstitutionally vague curfew provision that it
18 would put forward at trial through expert testimony, namely: class members'
19 internalized and persistent fear of arbitrary and discriminatory interference in their
20 daily lives; lost opportunities for unique social experiences; harms to existing social
21 ties; hindrance of formation of diverse social networks; limitations on self-expression
22 and development of self-identity; and long-term harm from the curtailment of social
23 experience and social network growth. Class counsel has determined that while a
24 jury could award significant actual damages incurred by each class member due
25 exclusively to the unconstitutional curfew provision, a jury could also determine that
26 the damages to class members were only nominal (*e.g.*, one dollar per person).

27 13. In light of the extreme uncertainty surrounding a damages award from a
28

1 jury, particularly given the complications of damages awards to a class, Class
Counsel has concluded that the settlement for the consideration and on the terms set
2 forth in this Settlement Agreement is fair, reasonable, adequate, and in the best
3 interest of the class.

4 14. Since the case was filed, the parties had multiple settlement discussions
5 at various stages of the proceedings. Early in the litigation, the parties held a
6 settlement discussion with Magistrate Judge John McDermott but failed to reach a
7 settlement. (Dkt. 58.) After oral argument in the Ninth Circuit, the parties met
8 without a mediator with the participation of City Attorney Mike Feuer but again
9 failed to reach a settlement. After the summary adjudication, on March 30, 2015, the
10 parties renewed settlement talks before the Hon. Louis Meisinger (Ret.) as mediator
11 but again failed to reach a settlement. Finally, after the Court's rulings on the parties'
12 motions *in limine*, the parties again renewed settlement talks before the Hon. Patrick
13 Walsh. The parties met with Judge Walsh approximately 17 times in person or
14 telephonically and had numerous additional meetings and calls to discuss the terms.
15 An agreement was first reached on the primary material terms and issues on
16 November 10, 2015, and refined in key aspects on March 4 and 11, 2016. On March
17 16, 2016, the Los Angeles City Council voted unanimously to approve the proposed
18 settlement

19 15. This Settlement Agreement constitutes the resolution of disputed claims
20 and is for settlement purposes only. Defendant City disputes all allegations of
21 wrongdoing and believes damages are speculative and unsupported; however, it has
22 concluded that continued litigation will be protracted and expensive, and that it is
23 desirable that the action be fully and finally settled in the manner and upon the terms
24 and conditions set forth in this Settlement Agreement.

25 **DEFINITIONS**

26 16. "Administrative Costs" shall mean the estimated cost for administering
27 the settlement and claims process, including providing the Notice of Settlement,
28

1 various efforts to locate Settlement Class Members, and coordinating the provision of
2 settlement benefits to the Settlement Class.

3 17. “Attorney’s Fees and Costs” shall mean the amount to be paid to Class
4 Counsel under the terms of this Settlement Agreement.

5 18. “Claims Administrator” shall mean the entity that has been selected to
6 provide notice of this class action settlement to the Settlement Class and to perform
7 other related functions to administer the settlement contemplated by this Settlement
8 Agreement as described herein.

9 19. “Class Action” shall mean the civil action entitled *Christian Rodriguez,*
10 *et al. v. City of Los Angeles, et al.*, Case No. CV 11-1135 DMG (PJWx).

11 20. “Class Counsel” shall mean the attorneys representing Plaintiffs in the
12 Class Action: Olu K. Orange of Orange Law Offices; Dan Stormer and Cindy Pánuco
13 of Hadsell Stormer & Renick, LLP; and Anne Richardson and Alisa Hartz of Public
14 Counsel.

15 21. “Class Gang Injunctions” shall mean, collectively, the gang injunctions
16 issued in Los Angeles County Superior Court Case Numbers BC397522 (6 Gang);
17 BC332713 (10 Gang); BC305434 (18th Street – Hollywood); BC313309 (18th Street
18 – Wilshire); BC319166 (38th Street); BC326016 (422nd Street, 43rd Street, & 48th
19 Street); BC287137 (Avenues); BC335749 (Big Hazard); LC020525 (Blythe Street);
20 BC267153 (Canoga Park Alabama); BC358881 (Clover, Eastlake & Lincoln
21 Heights); SC056980 (Culver City Boys); BC359945 (Dogtown); NC030080 (Eastside
22 Wilmas & Westside Wilmas); BC330087 (Grape Street Crips); BC359944 (Highland
23 Park); BC282629 (KAM); LC048292 (Langdon Street); BC311766 (Mara
24 Salvatrucha); BC351990 (Playboys); BC298646 (Rolling Sixty Crips); BC349468
25 (School Yard Crips & Geer Street Crips); BC319981 (VNE); SC060375 (Venice 13);
26 SC057282 (Venice Shoreline Crips); and BC353596 (White Fence).

27 22. “Defense Counsel” shall mean attorneys Rena Shahandeh and Scott
28 Marcus of the Los Angeles City Attorney’s Office representing Defendant City of

1 Los Angeles.

2 23. The “Effective Date” of this Settlement Agreement shall mean seven (7)
3 days after *all* of the following conditions have been satisfied:

- 4 a. Execution of this Settlement Agreement by Named Plaintiffs, City, Class
5 Counsel, and Defense Counsel;
- 6 b. Submission of this Settlement Agreement to the Court, along with
7 appropriate motions and request for approval of this Settlement
8 Agreement by the Court;
- 9 c. Preliminary approval of the settlement by the Court;
- 10 d. Mailing of the Notice of Settlement to the Settlement Class Members in
11 accordance with the Court’s Order of Preliminary Approval;
- 12 e. Resolution of Class Counsel’s request for attorney’s fees, either by
13 mutual consent or by notice of motion brought before Judge Dolly Gee;
- 14 f. A formal Fairness Hearing, final approval of the settlement by the Court,
15 and entry of a final order by the Court approving this Settlement
16 Agreement without any material modifications and entering final
17 judgment with respect to the Class Action;
- 18 g. The later of any or all of the following events: when the period for filing
19 any appeal, writ, or other appellate proceeding opposing approval of the
20 settlement and final judgment has elapsed without any appeal, writ or
21 other appellate proceeding having been filed; or any appeal, writ or other
22 appellate proceeding opposing the settlement has been dismissed finally
23 and conclusively with no right to pursue further remedies or relief; or
24 any appeal, writ, or other appellate proceeding has upheld the Court’s
25 final order with no right to pursue further remedies or relief; and
- 26 h. Defendants’ notification that all programs are fully set-up and ready to
27 be accessed, no later than 30 days from the date of final approval.

28 24. “Fairness Hearing” shall mean the final hearing which shall be held after

1 notice of this settlement has gone to the class, and during which the Court will hear
and rule on any objections properly before the Court and ask any further questions of
2 the Parties' counsel precedent to entering a final judgment regarding this settlement.

3 25. "Gang Injunction Removal Process" shall mean the special process that
4 is set up as an element of injunctive relief in this case to provide a one-time expedited
5 process for Class Members to seek removal from a gang injunction by a Magistrate
6 Judge, as more fully explained in paragraph 40 and Exhibit C to this Settlement
7 Agreement.

8 26. "Incentive Award" shall mean a sum to be paid into an annuity for the
9 benefit of each of the two children of Named Plaintiffs for the sole purpose of their
10 education.

11 27. "Jobs and Education Program" refers to the job-training and placement
12 program described in paragraph 35 and in Exhibit B to this Settlement Agreement.

13 28. "Named Plaintiffs" shall mean Christian Rodriguez and the Estate of
14 Alberto Cazarez by and through its duly appointed representative.

15 29. "Notice of Settlement" refers to the official notice of settlement of class
16 action, attached hereto as Exhibit A.

17 30. "Released Parties" shall mean City and its employees, agents, divisions,
18 departments, and bureaus, including the Los Angeles Police Department and Los
19 Angeles City Attorney's Office, and Defendants Carmen Trutanich, Charles Beck,
20 and Angel Gomez.

21 31. "Settlement Class" or "Settlement Class Member(s)" shall mean the
22 class, or any member of the class, certified by the Court, namely, "All persons who
23 have been served with one or more Class Gang Injunctions." The Settlement Class
24 shall not include any of the six individuals who opted out of the class after class
25 certification (Jonathan Mejia, Fernando Arteaga, Alejandro Gutierrez, Clemente
26 Richard Jimenez, David Barragan, and Freddie Estrada).

27 32. "Settlement Fund" refers to the funds set aside by the City for
28

1 implementation of the agreed-upon Jobs and Education Program and tattoo removal
services as set forth in Exhibit B to this Settlement Agreement.

2 33. "Settling Parties" shall mean City, the Named Plaintiffs, and the
3 Settlement Class Members.

4
5 **TERMS OF SETTLEMENT AGREEMENT**

6 34. IT IS HEREBY STIPULATED AND AGREED by and among the
7 Named Plaintiffs for themselves and the Settlement Class and Defendant City, by and
8 through their respective attorneys, that, subject to the approval of the Court, the Class
9 Action will be finally and fully compromised, released, resolved, discharged, and
10 settled, and will be dismissed with prejudice as to all Released Parties, subject to the
11 terms and conditions of this Settlement Agreement, as follows:

12
13 **I. SUBSTANTIVE INJUNCTIVE RELIEF**

14 **A. Settlement Fund**

15 35. In consideration for settlement of the Class Action and the release of all
16 claims of the Named Plaintiffs and the Settlement Class, City agrees to provide class
17 members a Jobs and Education program, described in detail in Exhibit B, using the
18 following outlay of funds:

- 19 a. City will fund the Jobs and Education Program up to the sum of
20 \$7,500,000 per year for four years from the Effective Date;
- 21 b. City will fund the Jobs and Education Program at a minimum of
22 \$1,125,000 per year for four years;
- 23 c. If the City spends less than the minimum in the first year of the program,
24 the remainder of the minimum will be rolled over into the amount
25 available in the second year. At the end of the second year, if the City
26 pays less than the minimum for the second year combined with the
27 remainder of the minimum for the first year, the City will pay the
28

1 remainder in equal parts to up to six organizations as described in
2 Exhibit B. If the City pays less than the minimum in the third year of the
3 program, the remainder of the minimum will be rolled over into the
4 amount available in the fourth year. At the end of the fourth year, if the
5 City pays less than the minimum for the fourth year combined with the
6 remainder of the minimum for the third year, the City will again pay the
7 remainder in equal parts to up to six organizations as described in
8 Exhibit B.

9 d. Each side will select up to three organizations from a pre-approved list,
10 except that Public Counsel shall play no role in selecting the
11 organizations that will receive the excess funds. Eligible organizations
12 include those organizations approved by the City following a Request
13 for Qualifications, along with any organizations (1) that are designated
14 by Plaintiffs' counsel at least six months prior to disbursement of the
15 excess funds, (2) that apply for and qualify for the RFQ list, and (3) that
16 have as their primary purpose the provision of educational and/or job
17 readiness services, as described in Exhibit B, Section V.

18 **36.** City will fund up to \$150,000 each year for a total of four years
19 for tattoo removal to be provided free of charge to Settlement Class members on a
20 first-come, first-served basis. This amount will not count toward the annual
21 minimum but it will count toward the \$7,500,000 annual maximum. Settlement Class
22 Members will be entitled to access this benefit irrespective of whether they also
23 access the Jobs and Education Program and/or the injunction removal process.

24 **B. Administrative Costs**

25 37. The City will pay a maximum of \$150,000 to the Claims Administrator
26 for costs associated with class notices and the intake, verification, and distribution of
27 claims over the four-year period.
28

1 **II. INJUNCTIVE RELIEF CONCERNING GANG INJUNCTION**
2 **ENFORCEMENT**

3 38. Non-Enforcement of Certain Provisions of the Class Gang Injunctions.

4 The City agrees that it will not enforce the following provisions in each of the Class
5 Gang Injunctions:

- 6 a. Obey curfew;
- 7 b. Do not be in the presence of drugs;
- 8 c. Do not be in the presence of alcohol; and
- 9 d. Obey all laws.

10 39. Conditions of Future Service of the Class Gang Injunctions. The City
11 agrees that it will not serve any of the Class Gang Injunctions unless each of the
12 following additional documents are attached:

- 13 a. Notice that any of the above provisions that are contained in the
14 injunction will not be enforced;
- 15 b. A petition for removal from the gang injunction; and
- 16 c. A list of referrals for services to assist in leaving gang life.

17 40. Gang Injunction Removal Process for Settlement Class Members.

18 As set forth in Exhibit C, City agrees that any Settlement Class Member who believes
19 he or she should not be subject to a gang injunction may apply to be removed from
20 the list of people subject to the injunction at a special hearing before the Hon. Patrick
21 J. Walsh, Magistrate Judge for the United States District Court for the Central District
22 of California, during the four-year period the jobs program is in effect. The
23 applications will be submitted to the Claims Administrator, who will forward them to
24 Class Counsel and Defense Counsel. City will have 90 days from the date an
25 application is submitted by mail or by personal service to decide whether to agree to
26 remove the Class Member from the list of persons subject to the injunction, or to
27 oppose the application and set a hearing, and to give notice to the Settlement Class
28 Member (or, if represented, his or her counsel) and to Class Counsel advising of its

1 decision. If for any reason City does not give notice in accordance with this
2 agreement, the applicant or his or her representative may set a hearing. Class
3 Members in such hearings may, but need not be, represented by counsel. However,
4 City will not be obligated to provide or pay for counsel for Settlement Class Members
5 at such hearings. *See* Exhibit C for a full recitation of the rights and obligations of all
6 parties as relates to this Gang Injunction Removal Process.

7 **III. MONETARY CONSIDERATION**

8 **A. Incentive Awards**

9 41. Incentive awards of \$20,000 each will be made payable to an annuity for
10 the benefit of each of the children of Named Plaintiffs (Escolastica Camila Rodriguez
11 and Alexa Cazarez, respectively) for the sole purpose of their education. These
12 awards are independent of, and will not count toward, either the annual minimum or
13 maximum funding for the Jobs and Education Program and tattoo removal.

14 **B. Attorney's Fees and Costs**

15 42. Attorney's fees and costs shall include all fees incurred, including fees for
16 Mr. Cazarez's individual claims, and fees for any work by Class Counsel to
17 implement and monitor the Settlement Agreement. All attorney's fees and costs
18 requested by Class Counsel will be submitted to the City first in an attempt to resolve
19 the matter informally. If the parties cannot agree on the award of attorney's fees and
20 costs, then Class Counsel shall submit a motion regarding the fees and costs through
21 the final approval stage to the Hon. Dolly Gee for resolution prior to or on the date of
22 final approval. City will not be responsible for paying any of the fees of attorneys for
23 representing class members through the gang injunction removal process.

24 **IV. CLAIMS RELEASED BY SETTLEMENT AGREEMENT**

25 43. In exchange for the consideration and for the injunctive relief by
26 Defendant City as described herein, upon the final approval by the Court of this
27 Settlement Agreement, and except as to such rights or claims as may be created by
28 this Settlement Agreement, the Settlement Class and each Settlement Class Member,

1 including the Named Plaintiffs, for themselves, their beneficiaries, executors,
2 conservators, personal representatives, wards, heirs, predecessors, successors, and
3 affiliates, jointly and severally, shall, and hereby do fully, finally, and forever release
4 and discharge all Released Parties from any and all claims, judgments, liabilities,
5 costs, expenses, attorney's fees, and damages, occurring up to the execution of this
6 Settlement Agreement, regarding the legality of the curfew provisions in the Class
7 Gang Injunctions (including the service and enforcement, and the policies relating to
8 the service and enforcement, of the curfew provisions). The Named Plaintiffs, for
9 themselves, their beneficiaries, executors, conservators, personal representatives,
10 wards, heirs, predecessors, successors and affiliates, jointly and severally, shall, and
11 hereby do fully, finally, and forever release and discharge all Released Parties from
12 any and all claims, judgments, liabilities, costs, expenses, attorney's fees, and
13 damages, occurring up to the execution of this Settlement Agreement, arising out of
14 the incidents giving rise to the individual claims of the Named Plaintiffs, and that
15 were raised or could have been raised in this action ("Released Claims").

16 44. The Parties acknowledge that it is possible that unknown losses or
17 claims exist or might exist or that present losses may have been underestimated in
18 amount. Named Plaintiffs and every Settlement Class Member are deemed to
19 acknowledge and understand that they may later discover claims arising out of
20 Released Parties' service, enforcement, and policies of service and enforcement of the
21 curfew provisions in the Class Gang Injunctions, that are presently unknown or
22 unsuspected, or facts in addition to or different from those which they now believe to
23 be true with respect to the matters released in this Settlement Agreement.
24 Nevertheless, it is the intention of Named Plaintiffs and Settlement Class Members to
25 fully, finally, and forever settle and release the Released Claims with the Released
26 Parties that exist, hereafter may exist, or might have existed.

27 **V. SCHEDULE FOR FINALIZING SETTLEMENT AGREEMENT**

28 45. The Settling Parties stipulate and agree to the following schedule and

1 procedures for obtaining the Court's approval of the settlement, including notifying
the Settlement Class:

2 **A. Seeking Preliminary Approval of Settlement Agreement**

3 46. The parties will jointly file a regularly noticed motion for preliminary
4 approval of this settlement no later than July 1, 2016.

5 **B. Settlement Notice**

6 47. If the Court grants preliminary approval of the settlement terms
7 described in this Settlement Agreement, notice shall be provided to the Settlement
8 Class in the form set forth in Exhibit A, in both Spanish and English. Such notice will
9 be sent out as follows:

10 a. Service on Class Members. No later than 30 days after preliminary
11 approval, City shall cause notice to be mailed in the long form set forth in
12 Exhibit A in both English and Spanish to all Class Members using their last
13 known addresses. City shall ascertain the last known address of each Class
14 Member in the same manner that was approved by this Court for serving notice
15 of class certification and preliminary injunction.

16 b. Posting of Notice. No later than 30 days after preliminary approval,
17 City shall cause large-print notices in the abbreviated form set forth in Exhibit
18 A in both English and Spanish to be posted in at least 10 public locations in
19 each of the "safety zones" covered by each of the gang injunctions.

20 c. Publication of Notice. Beginning no later than seven days after
21 preliminary approval, City shall send a notice in the abbreviated form set forth
22 on the first page of Exhibit A to the *Los Angeles Times* (in English) and to *La*
23 *Opinión* (in Spanish) to be published one day per week for a period of not less
24 than 4 weeks.

25 d. Proof of Notice. By no later than 45 days after preliminary approval,
26 City shall provide proof of service of notice by mail, posting, and publication
27 to Class Counsel.
28

1 **C. Objections to Settlement Agreement after Preliminary Approval**

2 48. Any Settlement Class Member who intends to object to final approval of
3 the settlement or this Settlement Agreement must file a written objection, along with
4 any supporting documents, with the Court, with copies to Class Counsel and Defense
5 Counsel, no later than 90 days after preliminary approval of the settlement. The
6 written objection must set forth, in clear and concise terms, the legal and factual
7 arguments supporting the objection.

8 49. Any Settlement Class Member who fails to make timely objections in
9 the manner specified in paragraph 48 shall be deemed to have waived any and all
10 objections and shall be foreclosed from making any objection, whether by appeal or
11 otherwise, to the settlement or this Settlement Agreement.

12 50. No Settlement Class Member shall be entitled to be heard at the final
13 Fairness Hearing (whether in person or through counsel), and no written objections or
14 briefs submitted by any Settlement Class Member shall be received or considered by
15 the Court at the final Fairness Hearing, unless the Settlement Class Member files with
16 the Court and serves upon Defense Counsel and Class Counsel a written notice of
17 intention to appear at the Fairness Hearing (“Notice of Intention to Appear”). The
18 Notice of Intention to Appear must include copies of any papers, exhibits, or other
19 evidence that the objecting Settlement Class Member intends to present to the Court
20 in connection with the final Fairness Hearing.

21 51. The filing of an objection allows Class Counsel or Defense Counsel,
22 upon reasonable notice, to take the deposition of the objecting Settlement Class
23 Member, and to seek any documentary evidence or other tangible things that are
24 relevant to the objection. Failure by the Settlement Class Member to make himself or
25 herself available for a deposition or comply with expedited discovery requests may
26 result in the Court striking the Settlement Class Member’s objection and otherwise
27 denying him or her the opportunity to make an objection or be further heard.

28 **D. Fairness Hearing and Final Court Approval**

1 52. Class Counsel and Defense Counsel will request a Fairness Hearing, no
later than 60 days after the close of the objection period and at least 120 days after
2 preliminary approval, to provide all Settlement Class Members with notice of this
3 proposed settlement and an opportunity to object, be deposed, or produce documents,
4 if requested, and appear at the hearing.

5 53. Should the Court grant the request for approval of the settlement, Class
6 Counsel and Defense Counsel will submit a proposed Judgment and a proposed Order
7 granting final approval of the class action settlement; adjudicating the terms thereof
8 to be fair, reasonable, and adequate; and directing consummation of all terms and
9 provisions as provided in this Settlement Agreement.

10 **E. Claims Procedures**

11 54. Within 30 days of the Effective Date, City shall cause claim forms to be
12 served by mail to all Settlement Class Members at the addresses to which notice of
13 this Settlement Agreement were mailed. City shall provide a claim form to any
14 Settlement Class Member who requests one.

15 55. Class Counsel shall post the claim form to download at
16 www.gangcase.com for a period of no less than three years and six months following
17 final approval. Class Counsel also shall provide a claim form to any Settlement Class
18 Member who requests one.

19 56. The Claims Administrator shall receive and process all claims submitted
20 by Settlement Class Members pursuant to the joint written instructions provided by
21 Class Counsel and Defense Counsel.

22 **VI. OTHER PROVISIONS**

23 **A. Voiding the Settlement Agreement**

24 57. A failure of the Court to approve any material condition of this Settlement
25 Agreement which effects a fundamental change to the terms of the settlement shall
26 render the entire Settlement Agreement voidable and unenforceable as to all plaintiffs
27 and defendants, at the option of either party upon notice, in writing, to the other and
28

1 to the Court at any time prior to final approval of this Settlement Agreement by the
2 Court. In the event a party voids this Settlement Agreement as set forth herein, the
3 parties shall be restored to their pre-settlement positions in this action.

4 **B. Mutual and Full Cooperation**

5 58. Named Plaintiffs, Settling Defendants, Class Counsel, and Defense
6 Counsel agree to cooperate fully with each other to accomplish the approval of the
7 terms of this Settlement Agreement by the Court, including but not limited to the
8 execution of documents, and to take such other action as may reasonably be
9 necessary to implement the terms herein. The parties agree to use their best efforts,
10 including all efforts contemplated by this Settlement Agreement, and any other
11 efforts that may become necessary by order of the Court, or otherwise, to effectuate
12 this Settlement Agreement.

13 59. Class Counsel and the Named Plaintiffs agree that they will not object to
14 the proposed settlement, or encourage or attempt to encourage any members of the
15 Settlement Class to object to the proposed settlement, and will make every reasonable
16 effort to explain accurately the benefits of this Settlement Agreement in response to
17 any questions from any Settlement Class Member.

18 **C. Binding Nature of Settlement Agreement**

19 60. This Settlement Agreement may be amended or modified only by a written
20 instrument signed by Class Counsel and the Named Plaintiffs, as well as Defense
21 Counsel and a representative of City. No rights under this Settlement Agreement
22 may be waived except in writing.

23 61. This Settlement Agreement the attached Exhibits A, B, and C constitute
24 the entire Settlement Agreement between the Named Plaintiffs, Settlement Class, and
25 Defendants relating to the terms contained herein. All prior or contemporaneous
26 Settlement Agreements, understandings, and statements, whether oral or written,
27 whether express or implied, and whether by a Party or its counsel, are merged herein.
28 No oral or written representations, warranties, or inducements have been made to any

1 Party concerning this Settlement Agreement or its exhibits other than the
2 representations, warranties, and covenants contained and memorialized in such
3 documents.

4 62. The terms of this Settlement Agreement are and shall be binding upon the
5 parties, their agents, attorneys, employees, successors and assigns, and upon all other
6 persons claiming any interest in the subject matter through any of the parties,
7 including any Settlement Class Member.

8 **D. Governing Law and Joint Drafting of Settlement Documents**

9 63. All terms of this Settlement Agreement and related documents shall be
10 governed by and interpreted according to the laws of the State of California, without
11 respect to choice of law provisions of any state.

12 64. Class Counsel and Defense Counsel have arrived at this Settlement
13 Agreement as a result of a series of arm's-length negotiations extending many
14 months, taking into account all relevant factors, present and potential. See Paragraphs
15 12-14 above.

16 65. This Settlement Agreement has been drafted jointly by Class Counsel and
17 Defense Counsel and, therefore, in any construction or interpretation of this
18 Settlement Agreement, shall not be construed against any of the Parties.

19 **E. Execution of Settlement Agreement**

20 66. This Settlement Agreement may be executed in one or more counterparts
21 and by facsimile. All executed copies of this Settlement Agreement and photocopies
22 thereof shall have the same force and effect and shall be as legally binding and
23 enforceable as the original.

24 **F. Parties' Authority**

25 67. The signatories hereto represent that they are fully authorized to enter into
26 this Settlement Agreement and are fully authorized to bind the Named Plaintiffs,
27 Settlement Class, and Settling Defendants to all terms stated herein.

28 **H. Notice**

1 68. Whenever this Settlement Agreement requires or contemplates that one
2 Party shall or may give notice to the other, notice shall be provided in writing by first
3 class U.S. Mail and e-mail to Class Counsel or Defense Counsel.

4 **I. No Admission of Liability**

5 69. Neither this Settlement Agreement, nor the Settlement, nor any act
6 performed or document executed pursuant to or in furtherance of this Settlement
7 Agreement or the Settlement (1) is or may be deemed to be used as an admission of,
8 or evidence of, the validity of any Released Claim, or of any wrongdoing or liability
9 of any Released Party, or of the propriety of Class Counsel maintaining the action as
10 a class action; or (2) is or may be deemed to be or may be used as an admission of, or
11 evidence of, any fault or omission of the Released Parties in any civil, criminal, or
12 administrative proceeding in any court, administrative agency, or other tribunal,
13 except that in an action brought against the Settling Party in order to enforce the
14 terms of the Settlement Agreement or Final Order and Judgment.

15 **J. Retain Jurisdiction**

16 70. The Court shall retain jurisdiction with respect to the implementation and
17 enforcement of the terms of this Settlement Agreement, and the parties hereto submit
18 to the jurisdiction of the Court for purposes of implementing and enforcing the
19 Settlement embodied in this Settlement Agreement.

20 71. With respect to the Gang Injunction Removal Procedures, the Hon. Patrick
21 J. Walsh, Magistrate Judge, or, in the event of Judge Walsh's unavailability, such
22 other judicial officer as the Parties may agree on and the Court may appoint, has the
23 authority to conduct hearings pursuant to Exhibit C through the conclusion of the
24 four-year period of implementation of the agreement and has the authority to resolve
25 any differences between the parties regarding implementation of those procedures.

26 **K. Reasonable Extensions**

27 72. Without further order of the Court, the parties may agree to reasonable
28 extensions of time to carry out any of the provisions in this Settlement Agreement.

Exhibit A

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

If you were served with any of these gang injunctions, your rights may be affected, and you may have a right to receive benefits under a class action settlement

Los Angeles County Superior Court Case Numbers	
<ul style="list-style-type: none"> • BC397522 (6 Gang) • BC332713 (10 Gang) • BC305434 (18th Street-Hollywood) • BC313309 (18th Street-Wilshire) • BC319166 (38th Street) • BC326016 (42nd Street, 43rd Street, & 48th Street Gangster Crips) • BC287137 (Avenues) • BC335749 (Big Hazard) • LC020525 (Blythe Street Gang) • BC267153 (Canoga Park Alabama) • BC358881 (Clover, Eastlake & Lincoln Heights) • SC056980 (Culver City Boys) • BC359945 (Dogtown) 	<ul style="list-style-type: none"> • NC030080 (Eastside Wilmas Gang & Westside Wilmas Gang) • BC330087 (Grape Street Crips) • BC359944 (Highland Park) • BC282629 (KAM) • LC048292 (Langdon Street Gang) • BC311766 (Mara Salvatrucha) • BC351990 (Playboys) • BC298646 (Rolling Sixty Crips) • BC349468 (School Yard Crips & Geer Street Crips) • BC319981 (Varrío Nuevo Estrada) • SC060375 (Venice 13) • SC057282 (Venice Shoreline Crips) • BC353596 (White Fence)

A federal court authorized this notice. This is not an advertisement from a lawyer. You are not being sued or restrained.

The settlement will provide these benefits:

- Education, job training, job placement services, or services to support you in your current job, for you or a close family member, with a monetary stipend available for certain portions of the training;
- An expedited process for you to apply to get off the gang injunction;
- Tattoo removal services; and
- Stopping the LAPD from enforcing certain provisions of the injunctions.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OBJECT	Write to the Court about why you don't like the settlement
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement
DO NOTHING NOW AND SUBMIT REQUESTS FOR EDUCATION AND JOB TRAINING, TATTOO REMOVAL, AND/OR REMOVAL FROM THE GANG INJUNCTION IF AND WHEN THE SETTLEMENT IS APPROVED	If you do nothing, the Court will consider the fairness of this settlement agreement on [DATE]. If the settlement is approved, then you will be given notice of your rights to participate in a jobs and education program, obtain tattoo removal, and request to be removed from the gang injunction. At that time, you will need to send in forms requesting participation in the settlement.

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EXHIBIT A

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. The jobs and education program, tattoo removal services, and the process to be removed from the injunction will begin if the Court approves the settlement and after any appeals are resolved. You will receive a further notice with instructions for taking advantage of those benefits if and when the Court approves the settlement. Please be patient.

I. BASIC INFORMATION

1. Why did I get this notice?

The LAPD's records show that you were served with one or more of the gang injunctions in the following court cases prior to February 20, 2013:

Los Angeles County Superior Court Case Numbers	
<ul style="list-style-type: none">• BC397522 (6 Gang)• BC332713 (10 Gang)• BC305434 (18th Street-Hollywood)• BC313309 (18th Street-Wilshire)• BC319166 (38th Street)• BC326016 (42nd Street, 43rd Street, & 48th Street Gangster Crips)• BC287137 (Avenues)• BC335749 (Big Hazard)• LC020525 (Blythe Street Gang)• BC267153 (Canoga Park Alabama)• BC358881 (Clover, Eastlake & Lincoln Heights)• SC056980 (Culver City Boys)• BC359945 (Dogtown)	<ul style="list-style-type: none">• NC030080 (Eastside Wilmas Gang & Westside Wilmas Gang)• BC330087 (Grape Street Crips)• BC359944 (Highland Park)• BC282629 (KAM)• LC048292 (Langdon Street Gang)• BC311766 (Mara Salvatrucha)• BC351990 (Playboys)• BC298646 (Rolling Sixty Crips)• BC349468 (School Yard Crips & Geer Street Crips)• BC319981 (Varrío Nuevo Estrada)• SC060375 (Venice 13)• SC057282 (Venice Shoreline Crips)• BC353596 (White Fence)

The Court sent you this notice because you have the right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections and appeals are resolved, the jobs and education program and gang injunction removal process will begin. You will be informed whether the settlement is approved or not.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Rodriguez et al v. City of Los Angeles*, Case No. 11-CV-01135. The Judge for the case is the Honorable Dolly Gee. The people who sued are called Plaintiffs, and the Defendants, who were the ones sued, included the City of Los Angeles, Carmen Trutanich, Charles Beck, and Angel Gomez.

2. What is this lawsuit about?

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This lawsuit claims that the City of Los Angeles has served 26 gang injunctions with unconstitutional curfews on over 3,000 people. Specifically, the language contained in the injunctions that requires that people not go “outside” at specified times of the night unless they engage in unspecified “legitimate meeting or entertainment activit[ies]” has been determined by a California Court of Appeal to violate the California Constitution. More information about the case can be found at www.gangcase.com.

3. What is a class action and who is involved?

In a class action, one or more people, called Class Representatives, sue for themselves and for people who have similar claims. In this case, the Class Representatives are Christian Rodriguez and the Estate of Alberto Cazarez. The person who brought the case – and all the Class Members like them – are called Plaintiffs. In a class action, one court resolves the issues for all the Class Members. U.S. District Court Judge Dolly Gee is in charge of this class action.

4. Why is there a settlement?

Judge Gee decided that the City violated the constitutional rights of class members when it enforced the injunctions with the unconstitutional curfew provisions. She also decided that class members are not entitled to receive an automatic award of \$4,000 each for a violation of California law.

The case was set to go to trial. At trial, the class members were going to have to prove that they were harmed by the City’s enforcement of the unconstitutional curfew provision specifically, and not by the other provisions of the gang injunctions (such as the “do not associate” provision). A jury would have had to put a dollar figure on the amount of harm caused by the unconstitutional curfew provision. The lawyers for the plaintiffs determined that there was a big risk in going to trial: a jury could have decided that the injuries to the class members from the curfew provision were worth any amount of money – a few hundred dollars or a thousand dollars, for instance, or as little as one dollar. It is hard to quantify that injury in terms of money, so going to trial was a risk.

The lawyers for the plaintiffs determined that the up-to-\$30 million offer was a good deal for the class. They did not think it was likely that class members would receive that much money in damages from a jury.

II. WHO IS IN THE SETTLEMENT?

- 5.** To see if you can benefit from the settlement, you first have to determine if you are a Class Member. The Court has decided that all persons who have been served with any of the 26 gang injunctions listed above are members of this Class. In 2013, you should have received a notice asking you if you wanted to be part of the class or if you wanted to opt out of the class. If you were served with one of the injunctions mentioned above and if you did not opt out in 2013, then you can benefit from the settlement.

III. WHAT DO I GET FROM THE SETTLEMENT?

- 6.** What does the settlement provide?

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The settlement provides a number of different benefits: (a) a jobs and education program; (b) tattoo removal; (c) a process to apply to get off the injunction; and (d) new rules that the LAPD has to follow.

JOB TRAINING PROGRAM

7. What is the jobs and education program?

The jobs and education program is an individualized program that you can participate in. There are six phases to the program:

Phase I— Evaluation: First, you will be evaluated to figure out if you are ready for a job and have the necessary skills, or if you need more skills and education before you are ready for a job. You will work with a career counselor to develop an individualized service plan with structured goals.

If you and your career counselor decide that you would benefit from all Phases of the program, you will receive a stipend of \$500 after completing Phase II and another \$500 after you complete Phase III.

If you and your career counselor decide that you are ready for a job without additional training or education, you will skip to Phase IV. In that case, you will have access to up to \$1,000 to address barriers preventing you from getting a job or making it difficult for you to keep your current job. For example, the \$1,000 may be used to help you buy job-related apparel (such as work boots), tools you need for your job, or a Metro card to help you get to your job.

Phase II—Education: If you and your career counselor decide that you need additional education and training in order to meet your career goals, you will be offered all the courses you need to achieve the goals in your service plan, including tutoring, developing skills in reading and math, computer skills, financial skills, and others. You will take courses from professional educators, for instance at the Los Angeles Community College District or at LAUSD, as appropriate. You will also get counseling as needed on your career, legal issues, and other areas such as parenting.

Phase III— Job training: Participants will receive training in specific careers. Occupational careers training will include green programs such as transportation (hybrid and electric car repair) and construction (weatherization); and health care programs such as certified nurse assistant, home health aide, pharmacy technician, and medical coding and billing specialist occupations. If you are in a career that requires a certification (such as a nurse assistant), you will be offered preparation for that certification, which you will be able to use anywhere that it is accepted.

The Jobs and Education program will pay for any tuition costs over and above any grants that you can obtain for the education.

Phase IV—Subsidized Employment: Participants will be placed in a subsidized employment position with an employer in their chosen area of work. You will be paid at the City's minimum hourly wage for up to 400 hours. The expectation is that at the end of the 400 hours, the employer will hire you in a regular position. If that does not happen, you will be given help in finding a permanent job with the City, other public agency, or a job with a private employer.

Phase V—Financial Literacy: You will be provided with a financial literacy course addressing the

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fundamentals of budgeting, saving and credit management.

Phase VI—Employment: Those who complete subsidized work opportunities will be referred to City and other public sector employment opportunities including local targeted hiring programs, apprentice programs and vocational programs. If selected through a competitive employment process, these alternative pathway programs provide trainee opportunities leading to full-time civil service positions.

8. What if I already have a job?

If you have a job but you would like to change careers, you can use the jobs and education program.

If you are happy with your job and career, you can use the jobs and education program to access up to \$1,000 in job-related supportive services such as license or certificate fees, stipends for job-related specialized clothing or equipment, or transportation. You can also “upgrade” your skills so that you can get a promotion.

Alternatively, you can transfer the jobs and education program to a close relative: a child, parent, brother, sister, or spouse. Depending on how many people sign up for the program, you may be able to transfer the program benefit to an aunt, uncle, niece, nephew, or first cousin.

9. How do I apply for the job training program for myself or a relative?

Upon final approval of the settlement, a claim form will be mailed to you that you can fill out and return. Once your membership in the class is verified, a representative of the job training program will contact you or your relative to schedule an appointment for evaluation.

10. What if I am not authorized to work in the United States? Can I still benefit from the Jobs and Education Program?

A Class Member who is not authorized to work under federal law cannot participate in Phases IV and VI of the program if he or she does not meet the federal right-to-work requirements. But any Class Member or designated relative, regardless of citizenship status, can participate in all other phases of the jobs and education program.

TATTOO REMOVAL

11. Who can get tattoo removal?

Any class member can request tattoo removal, and it will be provided on a first-come, first-served basis until the full amount allocated has been used (\$150,000 per year for four years). The benefit can be in addition to or instead of any other benefit offered under this settlement. Just as with the job training program, you will need to submit a claim form to receive this benefit so your membership in the class can be verified and a representative can contact you. This benefit is for class members only and cannot be transferred to a relative.

PROCESS TO GET OFF THE GANG INJUNCTION

12. Who can apply to get taken off the gang injunction?

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All class members can apply to get off the gang injunction. If you apply to get off the injunction and the City opposes your application, the City will have to prove beyond a reasonable doubt that you are currently a gang member at a special hearing. This benefit is for class members only and cannot be transferred to a relative.

13. Can I apply to get taken off the gang injunction even if I received job training or tattoo removal?

Yes. All class members are eligible to apply to be removed from the gang injunction.

14. How do I apply to be removed from the gang injunction?

You will be sent a form to fill out and return to a claims administrator, who will verify your eligibility and then send the form to plaintiffs' counsel and the Los Angeles City Attorney's Office. The City will decide within 90 days of their receipt of the notice if it will take you off the gang injunction, or if it wishes to have a hearing in court about it. If the City does not respond to your request within 90 days, you can request a hearing before Judge Patrick J. Walsh, a federal magistrate judge. Judge Walsh will make a decision which will be binding on you. You will still be able to seek removal from the injunction through any other legal process including the City Attorney's gang injunction removal petition, but you must wait for one year after Judge Walsh's ruling before doing so.

15. Do I need a lawyer to apply to get off the gang injunction?

You do not need a lawyer, but you can have one if you want one. You will be able to bring your own lawyer, represent yourself, or have a lawyer provided to you for free by contacting Plaintiffs' counsel.

16. What will be considered to determine whether I get off the gang injunction?

For purposes of a gang injunction, a person is a member of a gang if he or she "is a person who participates in or acts in concert with an ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of acts constituting the enjoined public nuisance, having a common name or common identifying sign or symbol and whose members individually or collectively engage in the acts constituting the enjoined public nuisance. The participation or acting in concert must be more than nominal, passive, inactive, or purely technical." It is the City's responsibility to prove this in order to keep you on the gang injunction.

17. How long do I have to apply to get off the gang injunction?

You can apply any time starting the date the settlement becomes effective and for three-and-a-half years after that.

NEW RULES FOR THE CITY AND LAPD

18. What new rules will LAPD have to follow?

The City will stop enforcing the following provisions in each of the gang injunctions that are the

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subject of this lawsuit:

- Obey curfew
- Do not be in the presence of drugs
- Do not be in the presence of alcohol
- Obey all laws

In addition, the City will not serve any of the gang injunctions that are the subject of this lawsuit unless each the following additional documents are attached:

- Notice that any of the above provisions that are contained in the injunction will not be enforced
- A petition for removal from the gang injunction
- A list of referrals for services to assist in leaving gang life

Finally, the City Attorney's Office will not prosecute any gang injunction curfew violations if someone is improperly arrested for such a violation.

IV. OTHER PAYMENTS IN THE SETTLEMENT

19. Is anyone getting money from this settlement?

The City has agreed to put \$20,000 into an account for the daughter of each of the Named Plaintiffs Christian Rodriguez and Alberto Cazarez for purposes of their education. They spent a considerable amount of time on this case working with the lawyers, giving testimony, appearing in court, and exposing themselves to public scrutiny. In addition, Alberto Cazarez is settling some of his individual claims against the City in addition to the class claims. The lawyers therefore believe it is fair that their families receive some compensation, and the Court will rule on these requests at the final hearing. The two payments will not come out of the fund for the jobs and education program.

20. What are the lawyers getting out of this settlement?

The City has agreed to pay the lawyers for the class for the value of their services and expenses, as determined by the Court. Even if the parties did not reach a settlement, attorney's fees may be awarded in federal civil rights actions such as this one. The case lasted for five years and class counsel estimates that there were between \$4.8 and \$9.6 million dollars in attorney's fees and \$100,000 in costs. The City will also pay to administer the settlement. These sums will not come out of any of the money set aside for the jobs and education program, the tattoo removal program, or other benefits provided to you and other class members. Some of the lawyers representing the class work for a non-profit law firm named Public Counsel, which depends on attorneys' fees to provide free legal services to people who cannot afford them. Hadsell, Stormer & Renick and Orange Law Offices need attorney's fees in order to be able to take important cases like this one.

V. OBJECTING TO THE SETTLEMENT

21. What if I do not like this settlement?

If you do not think this settlement is fair and reasonable, you can file an objection with the Court by [DATE]. If you wish to speak out against the settlement in Court at the hearing on [DATE], you will need to ask the Court for permission by filing a letter entitled "Notice of Intention to Appear in *Rodriguez v. Los Angeles*." Be sure to include your name, address, telephone number, and your

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signature. Your Notice of Intention to Appear must be postmarked no later than [DATE] and be sent to the [ADDRESSES]. You cannot speak at the hearing if you have already opted out.

22. How do I object to the settlement?

To object, you must send a letter saying that you object to *Rodriguez v. City of Los Angeles*. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to [ADDRESSES] no later than [DATE].

23. What should I include in an objection?

Objecting is simply telling the Court that you don't like something about the settlement. State the reasons why you do not like the settlement, and be sure to include your name, address, telephone number, and your signature.

VI. THE COURT'S FAIRNESS HEARING

24. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing at [TIME] on [DATE], at the United States District Court for the Central District of California, 312 N. Spring St., Los Angeles, CA, in Courtroom 7. At this hearing, Judge Gee will consider whether the settlement is fair, reasonable, and adequate. If there are objections, Judge Gee will consider them. Judge Gee will listen to people who have asked to speak at the hearing. After the hearing, Judge Gee will decide whether to approve the settlement. We do not know how long these decisions will take.

25. Do I have to come to the hearing?

No. Lawyers for the class will answer questions Judge Gee may have. You are welcome to come at your own expense. If you send an objection, Judge Gee will consider it. You don't have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

Exhibit B

Exhibit B to Settlement Agreement
Rodriguez v. City of Los Angeles
CV11-01135 DMG (PJWx)

I. Summary of Jobs and Education Program

The City of Los Angeles (“City”) will fund, up to \$7.5 million per year for four years, a job training and readiness program (“Jobs and Education Program”) available exclusively to Settlement Class Members. Participants will receive education, skills training, career counseling, and subsidized employment through agencies contracted to administer the Jobs and Education Program under the oversight of the Economic & Workforce Development Department (“EWDD”). The Jobs and Education Program will also be reviewed annually by a third-party evaluator to ensure it is providing appropriate services to Class Members.

II. Financial Commitment to the Class

The City of Los Angeles (“City”) will pay a minimum of \$1.125 million per year up to a maximum of \$7.5 million per year to fund the Jobs and Education Program for a period of four years. The average estimated expenditure per participant is approximately \$10,000. Administrative costs for the Jobs and Education Program are included in the total minimum and maximum contributions; however, they will not exceed 10% of the total annual expenditures. The remaining 90% will be allocated toward the community organizations that are authorized WorkSource, YouthSource, and LA:Rise providers and that will be providing the services described below, including the salaries provided to class members in Phase IV below. (The current lists of providers are attached as Appendix 1 and include Chrysalis Enterprises, Downtown Women’s Center, Homeboy Industries, and others. Additional providers may be eligible to provide services if they are approved through the City’s RFQ process).

The City will also pay up to \$150,000 per year for free tattoo removal for Settlement Class Members. This \$150,000 is not counted towards the \$1.125 million annual minimum Jobs and Education Program funding, but will be counted toward the \$7.5 million maximum contribution.

III. Eligibility

The Jobs and Education Program will be available to Settlement Class Members on a first-come, first-served basis until the City’s Financial Commitment is exhausted. Those Settlement Class Members who cannot participate due to incarceration or

Exhibit B to Settlement Agreement
Rodriguez v. City of Los Angeles
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full time employment may designate one first- or second-degree relative (parent, child, sibling, spouse, cousin, aunt, uncle, nephew, or niece) to participate in the program. First-degree relatives will receive the same priority as class members. Second-degree relatives will be provided with the program if the City's minimum annual contribution has not already been reached on a first-come, first-served basis until the minimum annual contribution has been reached.

Any Settlement Class Member, regardless of his or her citizenship, is eligible to participate in the Jobs and Education Program, but federal right-to-work requirements will apply to any employment opportunity arising out of the Jobs and Education Program. With the exception of Phases IV and VI, all programs and services, such as education, training, or entrepreneurship classes, will be available to Settlement Class Members who do not meet federal right-to-work requirements. Participants will need to provide only one type of government-issued identification, such as a social security card, driver's license, California ID, passport, school ID, or other form of identification.

IV. Jobs and Education Program Phases

Participants will receive educational and career assessments, case management services, necessary classroom education, classroom job-readiness training, subsidized employment, and job placement services. The goal is to provide each participant a career pathway program linked to jobs with either the City of Los Angeles or the private sector. The program focuses on customer choice—participants will be encouraged to prepare for and apply for positions they are interested in. The program's goal is to place participants in permanent employment and it aims to achieve a 70% placement rate across all participants.

Education and job training will be conducted by an array of experienced, professional training providers including LAUSD, the LA Community College District ("LACCD"), and certified public and private training providers on the state Employment and Training Provider List. Assessments, case management, and job placement will be handled by WorkSource, YouthSource, and LA:Rise. (The current lists of WorkSource, YouthSource, and LA:Rise providers are attached as Appendix 1.). EWDD will provide continuing professional development training to all providers by a mutually agreeable provider, including cultural competencies and specific case management training, to help them provide quality services to the Settlement Class.

Exhibit B to Settlement Agreement
Rodriguez v. City of Los Angeles
CV11-01135 DMG (PJWx)

Phase I

The program will recognize that Class Members or their designees are on a spectrum from job-ready, skilled workers (the “Fast Track” group) to persons who require additional education, training, and other work-readiness skills before being meaningfully employed (the “Back on Track” group). All participants will be assessed for placement into one of these groups and provided an orientation to the program.

Participants will select a WorkSource, YouthSource, or LA: Rise provider that will serve as the primary provider for Program services. Upon entry and completion of orientation, participants will work with their provider’s career coaches to review a menu of services from which they will select services and career pathways. Again, the focus is customer choice. Assessment will take into account academic history, behavior, social and emotional needs, family dynamics, and community history. The result will be a specially tailored, participant-centered Service Plan that includes periodic action goals and case management services such as job search assistance, tutoring, formal education, and job retention support.

The Fast Track group will be evaluated for suitability for currently available City jobs or provided supportive services, including job placement services and counseling, to assist with private sector employment. Members of this group can skip to Phase IV and be matched with an appropriate non-profit entity for initial employment. Members of the Fast Track group will have access to up to \$1,000 of supportive services funds to address barriers preventing entry into the workforce or retention of current employment (such as license or certificate fees, or stipends for job-related specialized apparel, tools, or transportation, etc.). Supportive services funds will also be available for those currently working but who want to “upgrade” their skills for potential promotion or new job.

The Back on Track group will participate in Phases II-V described below, receiving secondary or post-secondary education and training in areas necessary for their chosen employment. Based on need, participants will also receive tutoring, study-skills training, and/or instruction leading to completion of secondary school, a certificate program geared to address basic skills deficiencies and develop job readiness, or a community college or Cal State degree. Members of this group will receive a stipend in the amount of \$500 upon successful completion of the Phase II, and \$500 upon successful completion of Phase III.

Exhibit B to Settlement Agreement
Rodriguez v. City of Los Angeles
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Phase II

In Phase II, participants will receive educational support services, including tutoring, study skills, basic skills remediation, ESL support, financial and academic preparation services, and literacy and numeracy skills development. These services will be provided by skilled professional providers including LAUSD and LACCD, as appropriate. This includes counseling, case management, adult education, computer literacy, multi-benefit screening, parenting education, tutoring and enrichment, and legal assistance that may include assistance seeking expungement. Additionally, participants will be assisted in creating and obtaining documentation to serve as evidence of rehabilitation and maturing for the purpose of obtaining City employment. See Policies of the Personnel Department, City of Los Angeles, Section 1.3(b).

Phase III

In Phase III, participants will receive contextual basic and work readiness skills for specific careers identified in the evaluation process. Occupational careers training could include programs in transportation (hybrid and electric car repair), construction (weatherization), health care (certified nurse assistant, home health aide, pharmacy technician, and medical coding and billing specialist), and other occupations. Industry-standard certifications will be offered, making these transferable skills.

As set forth in their Service Plans, participants on specific career pathway programs will be offered community college opportunities. Most training classes are for credit and are applicable toward degree requirements. In addition, EWDD has a strong relationship with LAUSD, charter schools, and alternative education providers, and participants will be provided with services from those providers as appropriate. Tuition costs, including LAUSD, LACCD, and Cal State tuition, will be covered as Program expenses after all other financial aid grants and scholarship awards are applied.

Phase IV

Upon achieving employment ready status, participants will be placed with a non-profit entity that, in turn, will arrange a job with an employer in the relevant field. The non-profit entity will pay the participant's salary and continue to provide supportive services while the participant works for the outside employer.

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Each participant will receive up to 400 hours of City-subsidized employment at the City's minimum hourly wage. At the end of the 400 hours, the expectation is that the participant will be hired by the employer in regular, non-subsidized employment. If the employer does not offer the participant regular, non-subsidized employment, the participant will be offered job placement assistance and evaluated for eligibility for City and/or private sector employment, if appropriate. In addition, each individual completing the program will receive a certificate verifying key job readiness skills.

Career coaches and counselors will provide continuous support during the initial employment with the non-profit entity, including intensive on-the-job coaching and follow-up, to ensure job retention.

Phase V

All participants will be provided with a financial literacy course addressing the fundamentals of budget management, saving, credit counseling, and introduction to available financial management tools.

Phase VI

Those who complete subsidized work opportunities will be referred to City and other public sector employment opportunities including local targeted hiring programs, apprentice programs and vocational programs. If selected through a competitive employment process, these alternative pathway programs provide trainee opportunities leading to full-time civil service positions.

If the employer from Phase IV does not hire the participant for regular employment, full-time job counselors work with participants to identify part-time and full-time private sector employment opportunities.

Follow-Up

All participants who transition to regular employment will receive follow-up counseling services to address any transitional issues for up to 18 months after placement.

Customer Service

Quality service is a high priority in this Jobs and Education Program. In addition to the monitoring and quality assurance procedures already in place, EWDD will assign a senior project manager to act as an ombudsman exclusively for this Jobs and Education Program. Every participant will also be provided with an "800"

Exhibit B to Settlement Agreement
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number and email address, so that any Class Member may immediately report any problems to the ombudsman or to the senior management at EWDD.

Annual Review

The Jobs and Education Program will be reviewed by a third-party evaluator from California State University, Northridge to evaluate the progress of the program and identify any issues related to implementation. The third-party evaluation will include interviews and independent review of enrollment, participant utilization, and employment placement data. A successful program will assist at least 70% of participants in obtaining permanent employment. An annual report will be produced in each of the four years of the program and provided to counsel for the City and for the Class. Any material changes the evaluators propose to make to the program (i.e., changes to the basic structure of the program and/or types of services provided) must be approved by counsel for both the Class and the City before they may be implemented. The cost of this review is included in the Jobs and Education Program's administrative budget.

Certificates of Participation

Each participant in the Jobs and Education Program will be provided a certificate upon request that indicates his or her enrollment in the program and the dates, times and location of the program site ("Certificate of Participation"). All Los Angeles Police Officers and Los Angeles Deputy City Attorneys whose duties include enforcement or prosecution of gang injunctions will be advised of the Jobs and Education Program and of the fact that the program is issuing Certificates of Participation for the purpose of informing their exercise of discretion in making gang injunction arrests and/or prosecutions. This advisement will be made on at least an annual basis during the four-year period the program is in effect.

However, this agreement does not require any law enforcement officer or prosecutor who is presented with a Certificate of Participation to exercise his or her discretion to release an individual who is detained for violating a gang injunction, or to decline to prosecute any individual, except that no detention or arrest will be made for violation of the "association provision" of any gang injunction while any individual is attending any of the services described above. Nor will a Certificate of Participation constitute a defense in any criminal or civil matter.

V. Excess Funds

Exhibit B to Settlement Agreement
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In the event the Jobs and Education Program does not require the minimum annual contribution after serving the Settlement Class and designees as outlined in the Eligibility section above, the remainder of the \$1.125 million minimum annual contribution (“Excess Funds”) will be allocated as follows:

At the end of the first two years of the program, the Excess Funds from each of the first two years will be aggregated and distributed in equal parts to up to six non-profit organizations, up to three selected by the City and up to three selected by Plaintiffs’ counsel other than Public Counsel. Any organization selected must both (1) be included on the City’s then-current list of entities that have been approved following a Request for Qualifications (“RFQ”); and (2) have as its primary purpose the provision of educational and/or job readiness services.

The same procedure will be followed at the end of the four-year program term for distribution of any Excess Funds from the third and fourth years of the program.

Should Plaintiffs wish to designate any organization for receipt of Excess Funds that is not already on the RFQ list, Plaintiffs’ counsel must submit the name and address of the organization to counsel for the City for evaluation no later than six months prior to the time Excess Funds will be distributed. Such organizations, if they qualify for the RFQ list pursuant to this process and have as their primary purpose the provision of educational and/or job readiness services, will be eligible to receive Excess Funds under this provision.

Appendix 1

LA:RISE PARTNERS

Chrysalis Enterprises

522 S. Main St.
Los Angeles, CA 90013
(213) 806-6370

Downtown Women's Center

442 South San Pedro Street
Los Angeles, CA 90013
(213) 680-0600

Homeboy Industries

130 W. Bruno St.
Los Angeles, CA 90012
(323) 526-1254

Los Angeles Conservation Corps

1400 N. Spring Street
Los Angeles, CA 90012
(323) 224-2550

Anti-Recidivism Coalition

448 S. Hill Street, Suite 908
Los Angeles, CA 90013
(213) 955-5885

Friends Outside in Los Angeles

261 E. Colorado Blvd., Suite 217
Pasadena, CA 91101
(626) 795-7607

LIFT - Los Angeles

1910 Magnolia Avenue
Los Angeles, CA 90007
(213) 744-9468

jobsla.org

Equal opportunity program/employer. Auxiliary aids and services are available upon request.



CITY OF LOS ANGELES

WORKSOURCE CENTERS BY REGION

SAN FERNANDO VALLEY

Canoga Park / South Valley WorkSource Center

ResCare Workforce Services
21010 Vanowen St., Canoga Park, CA 91303
TEL: (818) 596-4448 TTY: (818) 596-4155

Pacoima / North Valley WorkSource Center

Youth Policy Institute, Inc.
11623 Glenoaks Blvd., Pacoima, CA 91331
TEL: (818) 492-4065 TTY: (818) 897-9791

Sun Valley WorkSource Center

El Proyecto Del Barrio, Inc.
9024 Laurel Canyon Blvd., Sun Valley, CA 91352
TEL: (818) 504-0334 TTY: (818) 504-1974

West Valley WorkSource Center

Build Rehabilitation Industries
9207 Eton Ave., Chatsworth, CA 91311
TEL: (818) 701-9800 TTY: (818) 701-9850

CENTRAL & EAST LOS ANGELES

Boyle Heights / East WorkSource Center

ResCare Workforce Services
1505 E. 1st Street, Los Angeles, CA 90033
TEL: (323) 267-5930 TTY: (323) 267-5937

Downtown / Pico Union WorkSource Center

Pacific Asian Consortium in Employment
1055 Wilshire Blvd. #900 A, Los Angeles, CA 90017
TEL: (213) 353-1677 TTY: (213) 353-1685

Hollywood WorkSource Center

Managed Career Solutions, Inc.
4311 Melrose Ave., Los Angeles, CA 90029
TEL: (323) 454-6100 TTY: (323) 454-6196

Northeast Los Angeles WorkSource Center

Goodwill Industries of Southern California
342 N. San Fernando Rd., Los Angeles, CA 90031
TEL: (323) 539-2000 TTY: (323) 539-2057

Wilshire Metro WorkSource Center

Community Career Development, Inc.
3550 Wilshire Blvd., #500, Los Angeles, CA 90010
TEL: (213) 365-9829 TTY: (213) 368-0047

Los Angeles Public Library Center

(Located within the Business & Economics Department)
630 W. 5th Street, Lower Level 1, Los Angeles, CA 90071
TEL: (213) 228-7113 TTY: (213) 228-7096

WEST, SOUTH LOS ANGELES & HARBOR

Crenshaw WorkSource Center

Los Angeles Urban League
5401 Crenshaw Blvd., Los Angeles, CA 90043
TEL: (323) 596-2700 TTY: (323) 596-2800

Harbor Gateway WorkSource Center

Pacific Gateway Workforce Investment Network
1851 N. Gaffey St., Suite F, San Pedro, CA 90731
TEL: (310) 732-5700 TTY: (562) 570-4712

South Los Angeles WorkSource Center

UAW – Labor Employment and Training Corporation
3965 S. Vermont Ave., Los Angeles, CA 90037
TEL: (323) 730-7900 TTY: (323) 730-7937

Southeast Los Angeles WorkSource Center

Watts Labor Community Action Committee
10950 S. Central Ave., Los Angeles, CA 90059
TEL: (323) 563-4702 TTY: (323) 563-5684

Vernon Central / LATTTC WorkSource Center

Coalition for Responsible Community Development
(At LA Trade-Tech College)
400 W. Washington Blvd., Los Angeles, CA 90015
TEL: (213) 763-5951 TTY: (213) 763-5986

Watts / Los Angeles WorkSource Center

Housing Authority of the City of Los Angeles
Imperial Courts
2220 E. 114th St., Los Angeles, CA 90059
TEL: (323) 249-7751 TTY: (323) 567-8977

West Adams WorkSource Center

Asian American Drug Abuse Program, Inc.
2900 Crenshaw Blvd., Los Angeles, CA 90016
TEL: (323) 293-6284 TTY: (323) 639-4501

West Los Angeles WorkSource Center

Jewish Vocational Service
13160 Mindanao Way, #240, Marina Del Rey, CA 90292
TEL: (310) 309-6000 TTY: (310) 309-6018

Southeast Los Angeles Portal

UAW – Labor Employment and Training Corporation
5849 Crocker St., Unit X, Los Angeles, CA 90003
TEL: (323) 432-4399 TTY: (323) 432-4396

LOCATIONS

ARCHDIOCESAN YOUTH EMPLOYMENT SERVICES

CENTRAL REGION

TEL: (213) 736-5456 / TTY: (800) 732-8598

AREA HIGH SCHOOLS:

Fairfax, Hollywood, Los Angeles, Marshall

ARCHDIOCESAN YOUTH EMPLOYMENT SERVICES

SOUTH REGION

TEL: (323) 731-8596 / TTY: (323) 731-6300

AREA HIGH SCHOOLS:

Foshay LC, Manual Arts, Santee

BROTHERHOOD CRUSADE

SOUTH REGION

TEL: (323) 545-1130 / TTY: (323) 545-1138

AREA HIGH SCHOOLS:

Crenshaw, Dorsey, Washington

COALITION FOR RESPONSIBLE COMMUNITY DEVELOPMENT

VERNON CENTRAL NETWORK

SOUTH REGION

TEL: (323) 521-1910 / TTY: (213) 744-9395

AREA HIGH SCHOOLS:

Santee, Jefferson

EL PROYECTO DEL BARRIO

NORTH VALLEY REGION

TEL: (818) 771-0184 / TTY: (818) 252-6505

AREA HIGH SCHOOLS:

East Valley, Frances Polytechnic, Fulton College Prep, Panorama City

EL PROYECTO DEL BARRIO

SOUTH VALLEY REGION

TEL: (818) 710-5239 / TTY: (818) 716-6438

AREA HIGH SCHOOLS:

Canoga Park, Chatsworth, Reseda

LOS ANGELES CONSERVATION CORPS

CITYWIDE

TEL: (323) 224-2550 / TTY: (213) 744-9395

LOS ANGELES HARBOR COLLEGE

HARBOR REGION

TEL: (310) 233-4097 / TTY: (310) 233-4696

AREA HIGH SCHOOLS:

Banning, Carson, Gardena, Narbonne, San Pedro

PARA LOS NIÑOS POWER OF ONE YOUTH WORKFORCE SERVICES

EAST REGION

TEL: (323) 275-9309 / TTY: (213) 572-0628

AREA HIGH SCHOOLS:

Franklin, Lincoln, Wilson

UCLA AT CENTRAL CITY NEIGHBORHOOD PARTNERS

CENTRAL REGION

TEL: (213) 482-8618 / TTY: (213) 202-5348

AREA HIGH SCHOOLS:

Belmont, Bernstein, Contreras, Roybal

UCLA

WEST REGION

TEL: (310) 572-7680 / TTY: (310) 572-6081

AREA HIGH SCHOOLS:

Hamilton, University, Venice

WATTS LABOR COMMUNITY ACTION COMMITTEE

SOUTH REGION

TEL: (323) 923-1434 / TEL: (323) 923-1435 / TTY: (323) 923-1586

AREA HIGH SCHOOLS:

Jordan, Locke

YOUTH OPPORTUNITY MOVEMENT, BOYLE HEIGHTS

EAST REGION

TEL: (323) 526-5800 / TTY: (323) 266-8290

AREA HIGH SCHOOLS:

Mendez, Ramona, Roosevelt

YOUTH POLICY INSTITUTE

NORTH VALLEY REGION

TEL: (818) 573-9030 / TTY: (818) 837-3213

AREA HIGH SCHOOLS:

Arleta, San Fernando, Sylmar, Cesar Chavez Learning Academies

YOUTH OPPORTUNITY MOVEMENT, WATTS

SOUTH REGION

TEL: (323) 971-7640 / TTY: (323) 569-2251

AREA HIGH SCHOOLS:

Fremont, Huntington Park, Jefferson, Riley, South Region #2

YOUTH POLICY INSTITUTE

CENTRAL REGION

TEL: (213) 797-4858 / TTY: (818) 837-3213

AREA HIGH SCHOOLS:

Los Angeles, Belmont, West Adams, Roybal, Miguel Contreras

TEL: 1-800-FOR-A-JOB

TTY: 1-800-660-4026

www.ewdd.lacity.org



FUNDED BY US DEPARTMENT OF LABOR
WORKFORCE INVESTMENT ACT
EQUAL OPPORTUNITY EMPLOYER/PROGRAM

Auxiliary aids and services are available upon request to individuals with disabilities.

For more information contact:

Lisa.Salazar@lacity.org or Robert.Sainz@lacity.org

Exhibit C

EXHIBIT C
EXPEDITED PROCESS FOR REMOVAL
FROM GANG INJUNCTIONS

All class members in the matter of *Rodriguez, et al., v. City of Los Angeles*, 11-CV-01135-DMG, will be entitled to request removal from the gang injunction they have been served with through this expedited process.

1 The class member must submit a request form, in the form appended to the end of this Exhibit, to the Class Administrator, within three years and six months from the date of final approval of this settlement. Any class member who submits a form will be referred to herein as “applicant.” The Class Administrator will verify whether the applicant is an eligible class member and then send the verified request forms to the City of Los Angeles and to counsel for Plaintiffs.

2 The City of Los Angeles will have 90 days from mailing of the request to notify plaintiffs’ counsel and the applicant whether they oppose removal of the applicant from the gang injunction. If the City does not so notify counsel and the applicant within 90 days, or if the City notifies counsel and the applicant that removal is opposed, then counsel and the applicant will submit the request to the Honorable Patrick J. Walsh, Magistrate Judge, United States District Court for the Central District of California, for resolution, or, in the event of Judge Walsh’s unavailability, such other judicial officer as the Parties may agree on and the Court may appoint. If the City contests or does not respond to an applicant’s petition within 90 days as set forth above, and applicant requests a hearing, the hearing before the Magistrate Judge shall be set within 90 calendar days from the request for hearing.

3 The applicant may represent himself or herself in this proceeding, may be represented by counsel of his/her own choosing at his/her own expense, or may request counsel to represent him/her free of charge. If counsel are requested, they will be made available by the counsel for the plaintiffs, and such counsel may include certified and/or supervised law students or pro bono attorneys performing

this service for no fee. The City of Los Angeles will not be obligated to provide or pay for legal assistance to applicants.

4. Evidence.

A. Sixty days prior to the hearing, the City will serve the applicant (and counsel, if any) with (1) copies of all evidence and/or witness statements on which City relied and intends to rely in opposing applicant's request to be removed from the injunction, and (2) copies and contents of all field interview/information cards retrieved in an electronic search of LAPD's database and in a manual search of the police division(s) which enforce any injunction(s) applicable to the applicant. If the City believes that any such evidence is sensitive (e.g., because it exposes the name of an informant or affects an ongoing investigation), the City may submit such evidence to the Court which will determine *in camera* whether it must be produced to the applicant.

B. Thirty days prior to the hearing, the applicant must serve any evidence and/or witness statements on which he or she intends to rely in support of his or her application.

C. An applicant has the right to move orally no later than two days before the hearing that the Magistrate Judge grant the right to take limited discovery in his/her case, including production of additional documents and deposition of those witnesses the City intends to rely upon to meet its burden. The City has the right to oppose any such motion. Depending on the nature of the discovery requested, the Court may adjust the scheduling of the hearing accordingly.

5. Definitions, burdens, and standards of proof.

A. The definition of those who may be subject to a gang injunction is set forth in the case *People v. Englebrecht*, 88 Cal. App. 4th 1236 (*Englebrecht II*):

“[F]or purposes of a gang injunction an active gang member “is a person who participates in or acts in concert with an ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of acts constituting the enjoined public nuisance, having a common name or common identifying sign or symbol and whose members individually or collectively

engage in the acts constituting the enjoined public nuisance. The participation or acting in concert must be more than nominal, passive, inactive, or purely technical.”

B. The standard of proof applied at hearings held pursuant to this process is “proof beyond a reasonable doubt.” The burdens of production and persuasion are on the City of Los Angeles.

C. The Federal Rules of Evidence will apply at hearings held pursuant to this process, except that single-level hearsay statements shall not be made inadmissible by Federal Rules of Evidence (FRE) Rule 802.

6. If an application is set for hearing, the Magistrate Judge will determine whether a gang injunction can be enforced against the applicant. If the Magistrate Judge rules against the applicant, such determination will not mean that the applicant has been adjudicated to be a gang member for any purpose, including but not limited to any enhancement, or any other proceeding, and that decision cannot be used or referred to by any prosecutor or law enforcement official in any other proceeding. If the Magistrate Judge rules in favor of the applicant, such determination is admissible only in proceedings relating to gang injunction enforcement and/or the City’s identification of the applicant for gang injunction enforcement.

7. Whatever the decision of the Magistrate Judge, the decision is not appealable. Both the applicant and the City waive any and all post-decision arguments as to whether the decision was correct. If the application is denied, the applicant can petition the City Attorney to be removed from the gang injunction via the regular removal process as described at the website: <http://www.lacityattorney.org/#!gang-division/c14hh>. However, an applicant who participates in this process waives his or her right to challenge service of the gang injunction in the Los Angeles Superior Court for a period of one year.

9. The City will have 10 business days from the date of the ruling to inform any and all relevant LAPD officers, supervisors, City Attorneys, and other employees of the City of the Court’s decision. The City will take all reasonable

steps to document the removal of the applicant from any lists or databases where the City has indicated the applicant is subject to the injunction, including sending the ruling to any other government or law enforcement entity to whom the City provides information regarding gang membership for purposes of data collection and keeping.

10. At the conclusion of one year after the final approval of this settlement, and thereafter each year for a total of four years, the City will provide evidence to the Magistrate Judge and to Plaintiffs' counsel, after necessary redactions of personal information, that all those applicants who were ruled to be removed from the applicable Gang Injunctions in hearings held pursuant this process have in fact been removed from the Gang Injunctions.

11. Any disputes among the parties that should arise relating to these procedures shall be resolved by Judge Walsh or the judicial officer in charge of the hearing.

**REQUEST FOR EXPEDITED REVIEW OF
REQUEST FOR REMOVAL FROM GANG INJUNCTION
PURSUANT TO *RODRIGUEZ V. CITY OF LOS ANGELES***

I, _____

hereby request that the City of Los Angeles remove me from the list of those served with the following gang injunction(s):_____.

In so requesting, I have read and agree to the following:

1. I understand that the City will have up to 90 days from the date it receives this request to decide whether to remove me from the gang injunction.
2. I understand that if the City does not agree to remove me from the gang injunction within that time, I will have the opportunity to have a hearing where the City will present facts to prove that I should be on that injunction, and I will have an opportunity to refute that evidence and/or present evidence that I should not be on that injunction.
3. I understand that this process is an alternative process that is being made available ONLY to all class members in the case of *Rodriguez v. City of Los Angeles*, 11-CV-01135-DMG.
4. I understand that I may represent myself in this proceeding, may have my own counsel, or that I may request representation free of charge. If I request free representation, I understand that such representative(s) will be made available by the counsel for the plaintiffs in the *Rodriguez* case, and such representative(s) may include law students or pro bono attorneys performing this service for no fee.
5. I understand that this process is voluntary, and that by engaging in the process I waive my right to pursue any available remedies in state court for a period of one year. I also understand that if the court rules against me, there is no appeal process, and I waive any and all arguments as to whether the decision was correct. However, I can still petition the City Attorney for removal via the regular removal process as described at the website: <http://www.lacityattorney.org/#!gang-division/c14hh>

6. I understand that if I go through this process, the decision of the Magistrate Judge is not a determination of whether or not I am a gang member for purposes of any enhancement or other proceeding but that I may use the decision in any proceeding relating to my being on a Gang Injunction.

Dated: _____ Signed: _____

Please provide as much of the following information as you can to allow your identity to be ascertained. All information provided will be kept confidential and will not be used for any other purpose beyond this gang injunction removal proceeding.

Other names that I have used or that the LAPD may know me by:

Date of Birth: _____ SSN #: _____

Cal ID/CII/other identifiers:

Address: _____

MAIL, FAX, OR EMAIL THIS REQUEST TO:

Plaintiffs' counsel

Address

Fax

Email address

Exhibit 2

ANNE K. RICHARDSON

Public Counsel
610 S. Ardmore Ave.
Los Angeles, CA 90005
(213) 385-2977 x 146
arichardson@publiccounsel.org

HONORS Named in Top 100 Lawyers in Southern California in 2014-15 by Los Angeles Magazine
Named in Top 50 Women Lawyers in Southern California, 2004-2005, 2007-2009, 2012-2016 by Los Angeles Magazine
Honored by National Lawyers Guild, Los Angeles, 2012
Named California Lawyer Attorney of the Year, 2006
ACLU Pro Bono Award, 2006
AV Preeminent Rating, Martindale Hubbell
Named in Best Lawyers in America, 2003 - present
Named to SuperLawyers List by Los Angeles Magazine, 2003 - present

LEGAL EXPERIENCE

9/14 to date PUBLIC COUNSEL
Director, Consumer Law Project; Associate Director, Opportunity Under Law. Direct and develop complex litigation in variety of areas affecting low income persons and income inequality.

1/08 - 9/14 HADSELL STORMER RICHARDSON & RENICK, LLP
Partner. Handled all aspects of litigation and appeals on behalf of plaintiffs in the areas of civil rights, employment discrimination, class actions, and international human rights.

1/93 - 12/07 HADSELL & STORMER, INC.
Partner 1/98 - 12/07. Associate 1/93 - 12/97.

10/90 - 10/92 LITT & STORMER/LITT, MARQUEZ & FAJARDO
Public Interest Fellowship Attorney. Worked on all aspects of a wide range of public interest litigation.

8/89 - 8/90 THE HONORABLE MARIANA R. PFAELZER
Law Clerk, United States District Court for the Central District of California. Drafted research memoranda and opinions.

6/88 - 8/88 CENTER FOR CONSTITUTIONAL RIGHTS
Summer Intern, New York. Worked on cases involving international human rights law, poverty and environmental problems, attorneys' fees in public interest litigation.

6/87 - 8/87 ACLU OF SOUTHERN CALIFORNIA, Los Angeles
Summer Intern. Worked on cases involving the Freedom of Information Act, homelessness, and the Palestinian deportation case.

EDUCATION

STANFORD LAW SCHOOL, Stanford, CA
J.D. with Distinction, 1989
Associate Editor, Stanford Law Review
Board Member, Stanford Public Interest Law Foundation

SWARTHMORE COLLEGE, Swarthmore, PA
B.A. in Philosophy, 1984

TEACHING EXPERIENCE

Fall 2004 LOYOLA LAW SCHOOL, Los Angeles
Spring 96-99 Adjunct Professor, Civil Rights Litigation under Section 1983,
Fall 1994 Introduction to Appellate Advocacy

Spring, 1995 WHITTIER COLLEGE OF LAW, Los Angeles
Adjunct Professor, Civil Rights

BAR AND PROFESSIONAL MEMBERSHIPS

Admitted to all California courts, 1990
Admitted to U.S. District Court, Central District of California, 1990
Admitted to U.S. District Court, Northern District of California, 1999
Admitted to U.S. District Court, Southern District of California, 2010
Admitted to U.S. District Court for the District of Columbia, 2009
Admitted to U.S. Court of Appeals for the Ninth Circuit, 1992
Admitted to U.S. Court of Appeals for the District of Columbia Circuit, 2009
Admitted to United States Supreme Court, 2008
Board Member, ACLU of Southern California, 2000 to present
Member, California Employment Lawyers' Association
Member, Consumer Attorneys Association of Los Angeles
Member, Los Angeles County Bar Association, Labor & Employment
Charter Member, Litigation Counsel of America
Fellow, American Bar Foundation

CASES RESULTING IN PUBLISHED OPINIONS

United States of America v. County of Los Angeles, 2015 U.S. Dist. LEXIS
167716 (C.D. Cal. 2015)

Obaydullah v. Obama, 688 F.3d 784 (D.C. Cir. 2012)
Richards v. County of Los Angeles, 775 F. Supp. 2d 1176 (C.D. Cal. 2011)
Carter v. County of Los Angeles, 770 F. Supp. 2d 1042 (C.D. Cal. 2011)
Obaydullah v. Obama, 609 F.3d 444 (D.C. Cir. 2010)
Obaydullah v. Obama, 744 F. Supp. 2d 344 (D.D.C. 2010)
United Steel v. ConocoPhillips Co., 593 F.3d 802 (9th Cir. 2010)
Trujillo v. City of Ontario, 2009 U.S. Dist. LEXIS 79309 (C.D. Cal. 2009)
Rosenstock v. LAUSD, 2009 U.S. Dist. LEXIS 108187 (C.D. Cal. 2009)
Doe v. Wal-Mart Stores, 572 F.3d 677 (9th Cir. 2009)
Metoyer v. Chassman, 504 F.3d 909 (9th Cir. 2008)
Fitzgerald v. City of Los Angeles, 485 F. Supp. 2d 1137 (C.D. Cal. 2007)
Blair v. City of Los Angeles, 223 F.3d 1074 (9th Cir. 2000)
Doe v. Unocal Corp., 110 F. Supp. 2d 1294 (C.D. Cal. 2000)
Doe v. Unocal Corp., 27 F. Supp. 2d 1174 (C.D. Cal. 1998)
Beyda v. City of Los Angeles, 65 Cal. App. 4th 511 (1998)
Doe v. Unocal Corp., 963 F. Supp. 880 (C.D. Cal. 1997)
Rosenthal v. Great Western Financial Sec. Corp., 14 Cal. 4th 394 (1996)
Macias v. State of California, 10 Cal. 4th 844 (1995)
Martin v. Fisher, 11 Cal. App. 4th 118 (1992)
Angelheart v. City of Burbank, 232 Cal. App. 3d 460 (1991)

PUBLICATIONS

Contributor, Los Angeles Review of Books

Multiple blog posts as contributor on www.celavoice.org

Chapter 28 on Evidence in Age Discrimination in Employment edited by Lindemann, Grossman and Kadue

"Opposing Employment Discrimination," Chapter 15 of the NLG Employee and Union Member Guide to Labor Law (Clark Boardman Callaghan) (original chapter and yearly supplements)

Co-author with Nancy Bornn, Chapter 21 of Sexual Harassment in Employment Law (1997 Supplement), edited by Lindemann & Kadue

"Absolutely Exhausted," an article on exhaustion of administrative remedies for employment discrimination claims; Los Angeles Lawyer, 9/95

Stormer and Richardson, "The Graying of America: Age Discrimination in the Nineties," 26 West Los Angeles Law Review 189 (1995)

SELECTIVE LIST OF PRESENTATIONS

UC Berkeley Law School, 2016

Loyola Law School, 2014
First Tuesday Speaker, Occidental College, March 2012
University of Colorado Law School, March 2012
Litigation Counsel of America, Santa Fe, NM, May 2009
UCLA Pro Bono Conference, 2009
Stanford Law School, 2008
Los Angeles County Bar Association, 2001, 2002, 2006
Los Angeles County Bar Association Annual Labor & Employment Law Symposium, March 1996, 2002
California Employment Lawyers Association, 2001, 2006, 2014
Institute for Corporate Counsel, December 2006
Los Angeles County Bar Association, Labor & Employment Retreat, 2000, 2006
Western Trial Lawyers' Association, March 2001
National Lawyers Guild Convention, Detroit, 1998
National Academy of Arbitrators, 1998 Annual Meeting, San Diego

MISCELLANEOUS

Representing an Afghan detainee in Guantánamo Bay, 2009 to present
Board Member, Slingshot Fund, Myanmar, 2013-2015
Misión Observadora de Elecciones Ciudadanos Estadounidenses, El Salvador, March 1994
Conversational Spanish
Private Pilot's License, 1981
Profiled by Los Angeles Daily Journal, July 13, 1998

1 “Top 75 Labor and Employment Lawyers” by the Daily Journal. I have been rated as
2 one of the top ten employment lawyers in this state by the Daily Journal. I have also
3 been listed as one of the top five plaintiff employment lawyers in California
4 (Chambers USA–America’s Leading Business Lawyers, 2003-2004). Our firm is also
5 listed in the same study as being one of the top four firms in the state. Attached as
6 Exhibit 1, is a true and accurate copy of my biography listing of the awards I have
7 received.

8 3. Ms. Cindy Pánuco, is a senior associate at my firm, who has also worked
9 extensively on this matter since 2011. Ms. Pánuco has been with my firm since
10 January 2010. Ms. Pánuco graduated from Loyola Law School, Los Angeles, in 2009,
11 and has an undergraduate degree from the University of Southern California. She has
12 been a member in good standing of the California Bar since December 2009. Ms.
13 Pánuco is regularly asked to present at conferences, seminars, and high school, college,
14 and law school classrooms, on topics related to employment law, civil rights, diversity
15 in the legal profession, and leadership. She has also been recognized as a “Rising Star”
16 in Southern California each year since 2012, by Super Lawyer Magazine. In 2016, she
17 was named to Super Lawyer Magazine’s Southern California list of Top “Up and
18 Coming 50 Women” Lawyers. Ms. Pánuco has also litigated class action, and complex
19 civil rights and employment cases, including: *Pierce v. County of Orange*, 2008 U.S.
20 App. LEXIS 10454 (9th Cir. 2008) (class of detainees in Orange County jail granted
21 relief under the ADA and federal constitutional law based on jail conditions and lack
22 of access for disabled detainees); *Puente v. Arpaio*, Case No. 2:14-cv-01356-DGC
23 (multi-plaintiff case challenging the constitutionality of two measures passed by the
24 Arizona legislature related to the employment of undocumented immigrants); *Steffens*
25 *v. Regus*, Case No. 3:08-cv-01494-LAB-WVG (individual Whistleblower retaliation
26 case, resulting in jury verdict of \$4,646,252); and *Obaydullah v. Obama*, Case No. 08-
27 cv-1173 (habeas petition of detainee held without trial at Guantanamo Bay Cuba).

28 ///

1 ***Class Action Experience of the Firm***

2 4. My firm, HSR, has significant resources to litigate class actions, and has
3 utilized those resources in this, and many other class actions to date. I have been
4 personally appointed class counsel in numerous cases including but not limited to the
5 following:

6 • ***McLaughlin v. County of Riverside***, 500 U.S. 44 (1991) (class representing
7 inmates of Riverside and San Bernardino County jail, including oral argument before
8 the U.S. Supreme Court);

9 • ***Pierce v. County of Orange***, 2008 U.S. App. LEXIS 10454 (9th Cir. 2008) (class
10 of detainees in Orange County jail granted relief under the ADA and federal
11 constitutional law based on jail conditions and lack of access for disabled detainees);

12 • ***Pinney v. Great Western Bank***, BC 146276 and CV-95-2110-IH, (served as class
13 counsel in securities fraud and invasion of privacy class action; the matter settled for
14 more than \$16 million);

15 • ***Del Monte v. Wilson***, 1 Cal.4th 1009 (1992) (class representing disabled
16 veterans);

17 • ***Leeds v. Watson***, 630 F.2d 674 (9th Cir. 1980) (class consisted of county jail
18 inmates);

19 • ***Benson v. County of Orange***, 788 F. Supp 1123 (C.D. Cal. 1992) (class
20 represented all Orange County jail inmates);

21 • ***Lopez v. Heckler***, 572 F. Supp. 26 (C.D. Cal. 1983) (class included Social
22 Security beneficiaries residing in the Ninth Circuit whose benefits were terminated
23 based on a finding that they were not adequately impaired.)

24 Finally, our firm or members of our firm have been appointed class counsel in
25 the following additional cases:

26 • ***Wang v. Chinese Daily News***, CV-04-1498 CBM U.S. District Court for the
27 Central District of California. Jury trial representing a class of hourly newspaper
28 employees involving claims of unpaid overtime and other wage and hour violations.

1 After jury and bench trial, obtained a judgment in favor of our clients for more than
2 \$5,200,000 and attorney's fees of \$3,500,000.

3 • ***Navarro v. Pacifica Hosts Hotels, Inc.***, BC352017, Los Angeles Superior Court.
4 Lead counsel for class of more than 4,000 hourly employees at 19 hotels in California
5 with claims of unpaid overtime, missed meal and rest breaks. Matter settled for
6 \$6,500,000.

7 • ***John Amaro v. the Ritz-Carlton, Huntington Hotel & Spa***; BC 376739, Los
8 Angeles Superior Court. Lead Counsel for class of 800 hotel workers alleging
9 employer failed to pay wages and provide meal and rest breaks. Settled case for
10 \$975,000.

11 • ***Soto v. Starwood Hotels & Resorts Worldwide, Inc.***, BC 352849, Los Angeles
12 Superior Court. Represented class of hourly hotel workers at Westin LAX hotel
13 alleging meal and rest break and overtime violations. Settled for \$3,000,000.

14 • ***Hernandez v. Tyco International (US) Inc.***, BC315749, Los Angeles Superior
15 Court. Represented class of 450 hourly production employees with claims for unpaid
16 overtime, meal and rest break violations. Case resolved with settlement of \$4,900,000.

17 • ***Rogers v. Weyerhaeuser Corp.***, CV-05-06076 NM, U.S. District Court for the
18 Central District of California. Represented class of 125 hourly employees alleging
19 meal and rest break and overtime violations against employer. Settled in 2005 for
20 \$1,500,000.

21 • ***Levitan v. TV Fanfare Media Inc.***, BC 241713, Los Angeles Superior Court.
22 Served as Lead Counsel in Wage and Hour Class Action Case representing class of
23 individuals mis-classified as Independent Contractors. Los Angeles Superior Court
24 Judge Charles W. McCoy granted final approval to the \$1.85 Million settlement in
25 April of 2004.

26 These are just some of the class actions that our firm has been involved in as
27 lead counsel or co-lead counsel over the decades. I have also been involved in
28 hundreds of complex civil rights actions not involving classes over the past forty-two

1 years.

2 *Representation and Resources Dedicated to Case*

3 5. My firm has devoted significant resources and work to this case, and are
4 fully committed to continuing to do so throughout the pendency of this matter. We
5 have among other things, obtained class certification, conducted extensive discovery,
6 obtained a ruling granting summary judgment for the Plaintiffs, began preparations for
7 trial, and have extensively negotiated the terms of the settlement agreement which is
8 the subject of the instant motion.

9 6. I have personally participated in many of the mediation sessions with
10 United States Magistrate Judge Walsh, and with representatives of the City of Los
11 Angeles. Our Settlement negotiations were always adversarial, non-collusive, and
12 required us to exchange and reject terms and counter-proposals. In fact, we have
13 exchanged numerous drafts of various settlement terms, and have had additional in
14 person meetings with counsel for the City.

15 7. For the reasons set forth in detail in the Declaration of Anne Richardson, I
16 and my co-counsel have evaluated the class-wide evidence of damages stemming from
17 service and enforcement of unconstitutionally vague curfew provisions. I and my co-
18 counsel have determined that while a jury could award significant actual damages
19 incurred by each class member due exclusively to the unconstitutional curfew
20 provision, a jury could also determine that the damages to class members were only
21 nominal (e.g., one dollar per person). Based on our knowledge of the issues in this
22 case, and my extensive experience litigating, settling complex civil rights and class
23 action matters, I and my co-counsel have concluded that the settlement for an
24 injunctive relief commitment of up to \$30 million of transferrable job and education

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1 benefits, along with additional injunctive relief for class members seeking removal
2 from the gang injunction, is a fair, reasonable, and adequate resolution of the class
3 claims.

4
5 I declare under penalty of perjury under the laws of the United States that the
6 foregoing is true and correct.

7 Executed at Cape Cod, Massachusetts on July 1, 2016.

8 **FOR PUBLIC RELEASE**

9
10 _____
11 Dan Stormer
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Decl. of Dan Stormer
Exhibit A



Dan Stormer is a 1974 graduate of New York University School of Law, and a 1968 graduate of Wagner College. He has been a Civil Rights, International Human Rights and Constitutional lawyer for forty two years.

Mr. Stormer has been recognized internationally, nationally and locally as one of the top attorneys in the United States.

Mr. Stormer has repeatedly been listed the "Top 100 Most Influential Lawyers in California," "Top Labor and Employment Lawyers," "Best Lawyers in America," as well as in the "Top 10 Lawyers" in Southern California. He was recently named "Attorney of the Year" by the California Lawyer for his work in International Human Rights. As a result of a nationwide survey, he is listed among **Lawdragon Magazine's "500 Leading Lawyers" and "500 Leading Litigators"** in America. He has been profiled repeatedly by various legal periodicals, including **The Daily Journal**, Super Lawyers™, Lawdragon, The National Law Journal, Los Angeles Lawyer, California Law - Business, California Lawyer, and the Legal Exchange. He was named as one of the 10 top plaintiff-side employment lawyers in California by **The Daily Journal**. He was also named one of the top 5 plaintiff-side employment lawyers in California by **Chambers U.S.A. - America's Leading Lawyers**. His firm is listed among the top 4 firms in the same poll. He has been repeatedly named one of Southern California's **Super Lawyers™** by **Los Angeles Magazine** and **Law & Politics Magazine**. He is "AV Preeminent" rated by Martindale-Hubbell.

Mr. Stormer is recognized both nationally and internationally as one of the nation's leading civil rights, employment, and constitutional law attorneys. He was recently described by The National Law Journal as "one of the country's top civil, constitutional, and international human rights lawyers." He has been repeatedly recognized in "**The Best Lawyers in America**," and the "**Guide to the World's Leading Labour and Employment Lawyers**." He has presented at the "**Arguments of the Masters**" and the "**Legends of Litigation**."

Mr. Stormer has lectured and published extensively, including legal treatises and law reviews. He has taught at over 250 seminars and trial programs, including the national conventions for the **American Bar Association**, the **American Association for Justice**, the **National Employment Lawyers Association**, **Consumer Attorneys of California**, the **National Institute of Trial Advocacy** and other advocacy programs. He has also taught law school at Hastings College of Law, Loyola Law School, University of San Fernando Law School, Southwestern Law School and People's College of Law.

Mr. Stormer has been involved in over 70 published appellate decisions and has argued cases at all levels, including the U.S. Supreme Court.

Mr. Stormer has obtained a number of large verdicts. Among them are the following:

In **Martin v. Texaco**, a verdict of \$20.4 million was obtained for gender discrimination in employment.

In **Steffens v. Regus**, a verdict of \$4,646,252 on behalf of a person who complained about unlawful activity and then was terminated.

In **Stewart v. Jet Set**, a judgment of over \$3,000,000 on behalf of a person wrongfully terminated as a result of sexual orientation discrimination.

In **Zinzun v. City of Los Angeles**, a verdict of \$3.84 million was obtained for civil rights violations.

In **Schell v. City of Los Angeles**, Chief of Police Bernard Parks, et al., a verdict of \$4.361 million was obtained. Included in that verdict was a punitive damage award of \$500,000 against Chief of Police Bernard Parks and \$250,000 against his assistant, Commander Watson.

In **Ruiz v. Jackson**, a jury awarded \$1.6 million against a Sony Executive for coercing a Filipino woman into service as a domestic slave.

In **Heaton v. Groberman**, \$2 million for wrongful death of a tenant who came into contact with bacteria from a failed septic system.

In **Wysinger v. The Automobile Club of Southern California**, the jury awarded \$1.3 million in damages (\$1 million in punitive damages) for a senior employee who was retaliated against for complaining of discrimination. In addition, the Court awarded \$1.1 million in attorneys' fees and costs. Thus, the total award was \$2.4 million.

In **Bonsangue v. ADP**, a verdict of over \$1 million was obtained for a claim of age discrimination.

In **Troffer v. United States**, a judgment of over \$1 million was obtained on behalf of firefighters wrongfully excluded from a United States Air Force base without due process.

Mr. Stormer has been lead or co-counsel in dozens of other multi-million dollar verdicts and settlements.

AWARDS / ACTIVITIES

Best Attorneys of America	Rue Ratings' Best Attorneys of America	Lifetime Charter Member
Who's Who	Various Who's Who Publications	1991-present
Employment Law – Individuals "Lawyer of the Year" for Pasadena	Best Lawyers in America	2016
Employment Law – Individuals	Best Lawyers in America	2016

Litigation – Labor and Employment	Best Lawyers in America	2016
Best Law Firms – Tier 1 Ranking	U.S. News & World Report – Best Lawyers “Best Law Firms”	2010, 2011, 2012, 2013, 2014, 2015, 2016
Selected to the Southern California Super Lawyers list	Southern California Super Lawyers Magazine	2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016
Top 100 Litigation Lawyers	American Society of Legal Advocates	2013, 2014, 2015
Adaptive Committee	Professional Ski Instructors of America	2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016
Certified Ski Instructor - Alpine, Adaptive, Seniors, and Children's Skiers	Professional Ski Instructors of America	2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016
Adaptive Technical Team	Professional Ski Instructors of America	2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016
Fellow	The Fellows of the American Bar Foundation	2011, 2012, 2013, 2014, 2015
Top 100 Trial Lawyers	National Trial Lawyers	2010, 2011, 2012, 2013, 2014, 2015
Top Attorney	Pasadena Magazine	2010, 2011, 2012, 2013, 2014, 2015

Top 10 Attorneys in Southern California	Southern California Super Lawyers Magazine; Law and Politics Magazine	2005, 2007, 2008, 2009, 2014, 2015
Top 100 Attorneys in Southern California	Southern California Super Lawyers Magazine; Law and Politics Magazine	2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015
Employment Law - Individuals	Best Lawyers in America – 20 th Edition	2014 (over 20 years consecutively on list)
Hadsell Stormer Richardson & Renick LLP - Tier 1 Ranking	U.S. News - Best Lawyers' "Best Law Firms"	2014
Fellow	American Society of Legal Advocates	2013, 2014
Top 75 Labor & Employment Lawyers	The Daily Journal	2011, 2012, 2013, 2014
Guide to the Worlds' Leading Labour and Employment Lawyers	Euromoney Publications	1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014
Southern California's Top Rated Lawyers	American Lawyer Media	2013
Best Attorneys in Los Angeles	Best Lawyers – Individuals Award	2013
Best Lawyers in America	Naifeh & Smith - National Yearly Survey of America's Leading Lawyers	1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013

Congressional Award for Outstanding Public Service to the Community	Congressman Howard L. Berman	2012
Religious Liberty Award	ACLU of Southern California	2012
Lawyer of the Year – Individuals - Employment Law	Naifeh & Smith – Best Lawyers in America	2012
Pro Bono Honor	Chief Judge of the United States District Court for the District of Columbia and The Standing Committee on Pro Bono Legal Services of the Judicial Conference for the District of Columbia Circuit	2011
Recognized for Distinction in Labor and Employment Law	The American Lawyer	2011
Best Lawyers in America; Listed in <i>Best Lawyers</i> for 10 Years or Longer	Naifeh & Smith - National Yearly Survey of America's Leading Lawyers	2011
The Top 3000 Lawyers in America	Lawdragon Magazine	2006, 2010, 2011
Appellate Lawyer Award	The National Law Journal	2010
Southern California 50 Leadership Council	RAND Institute for Civil Justice	2010
Top Lawyers	Labor + Employment	2010
Top 100 Trial Lawyers	American Association for Justice	2007, 2008, 2009, 2010

The Top 100 – California’s Leading Lawyers	Daily Journal	2006, 2009, 2010
The 500 Leading Lawyers in America	Lawdragon Magazine	2006, 2007, 2010
The Wagner Alumni Fellows Award – Law	Wagner College	2008
Honored Member	America's Registry of Outstanding Professionals	2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008
Honored Member	Strathmore's Who's Who	1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008
Certificate of Recognition	Los Angeles City Council, Eric Garcetti – President	2007
LGBT Award	ACLU Foundation of Southern California	2007
Fellow of the Dean’s Roundtable	Chapman University School of Law	2007
The Los Angeles Area’s Best Lawyers	Los Angeles Times - West Magazine	2006
Certificate of Recognition For Outstanding Dedication to the Community	California State Senate	2006
Certificate of Appreciation In Honor of Dedication to Social Justice in the City of Los Angeles	Los Angeles City Council	2006

Social Justice Award	Occidental College - Urban & Environmental Policy Institute	2006
The 500 Leading Litigators in America	Lawdragon Magazine	2006
Certificate of Recognition for Human Rights Legal Representation	California State Assembly	2006
Attorney of the Year - CLAY Award	California Lawyer Magazine	2006
Joseph Posner Award	California Employment Lawyer's Association	2005
Certificate of Recognition for Fighting Discrimination	California State Assembly Resolution	2005
Robert Kenny Award	National Lawyers Guild	2005
100 Most Influential Lawyers in California	Daily Journal Law Business Journal	2000, 2001, 2002, 2005
Fellow of the College	Governors of The College of Labor and Employment Lawyers	2004
Top 5 Employment Lawyers in California	Chambers Publishing - America's Leading Business Lawyers	2003
Los Angeles Office of the City Attorney's Commendation	For outstanding contribution to the citizens of Los Angeles	1995
California Lt. Governor's Commendation	For longstanding commitment to ensure equal justice and for service to the	1995

	community	
California Assembly Resolution	Commitment to Civil Rights, Constitutional Law and Public Interest Law	1995
Pursuit of Justice Award	California Women's Law Center	1995
Top 10 Labor & Employment Lawyers in California	Daily Journal	1991
Clarence Darrow Award	People's College of Law	1991
Hollywood Fair Housing Council Award	Hollywood Fair Housing Council	1989
Pro Bono Firm of the Year	Public Counsel Law Center	1987
Pro Bono Service Award	Legal Aid Foundation of Los Angeles	1986

Other Activities

- Adaptive Recreation Center’s Foundation – Board of Directors
- Professional Ski Instructors of America/American Association of Snowboard Instructors
 - Adaptive Committee - Western Region
 - Adaptive Committee –National
 - Tech Team - Western Division Adaptive
- Board of Directors - Big Bear Therapeutic Riding Center
- Advisory Board Member - Los Angeles Public Interest Law Journal
- Adaptive Adventures Unlimited – Board of Directors
- Tahoe Adaptive Competition Center – Founding Member
- Boards of Directors - Western Trial Lawyers Association - Past President
- Mental Health Advocacy Services – Board of Directors
- People’s College of Law – Board of Trustees
- Silverlake Parks and Recreation - Sports Board
- National Lawyers Guild - Past President Los Angeles and Spokane Chapters
- La Junta Women’s Center
- Western Law Center for Disability Rights
- Echo Park / Silverlake People’s Child Care Center
- Volunteer Coaching

- John Marshall High School - Assistant Tennis Coach - Boys & Girls Varsity
- Various Youth Sports Leagues - Baseball (ages 6-adult), Soccer (ages 6-15), and Basketball (ages 6-15)
- Professional Ski Instructors of America (Focusing on teaching persons with disabilities, as well as Alpine and Children's instruction)
- "The Edge" – Professional Ski Instructors of America Magazine

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cpanuco@hadsellstormer.com;
10 mtajsar@hadsellstormer.com

11 *Attorneys for Plaintiffs*
12 [Additional counsel listed on next page]

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 CHRISTIAN RODRIGUEZ, ALBERTO
16 CAZAREZ, individually and as class
17 representatives

18 *Plaintiffs,*
19 vs.

20 CITY OF LOS ANGELES, CARMEN
21 TRUTANICH, CHARLES BECK,
22 ALLAN NADIR, ANGEL GOMEZ
23 AND DOES 1 THROUGH 10.

24
25 *Defendants.*
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Case No.: CV11-01135 DMG (JEMx)

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

DATE: July 29, 2016
TIME: 11:00 a.m.
CRTRM: 7

Complaint Filed: February 7, 2011

1 [Additional counsel cont. from first page]

2 Anne K. Richardson, Esq. [S.B. #151541]

3 Alisa Hartz, Esq. [S.B. #285141]

4 PUBLIC COUNSEL

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6 Los Angeles, California 90005

7 Telephone: (213) 385-2977

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1 Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement
2 came on for hearing on July 29, 2016. The Court rules as follows.

3 Plaintiffs CHRISTIAN RODRIGUEZ and the ESTATE OF ALBERTO
4 CAZAREZ, on behalf of themselves and the certified class that they represent,
5 brought this class action to challenge the constitutionality of a curfew provision in 26
6 gang injunctions that were served and enforced by Defendants City of Los Angeles
7 (the "City"). Plaintiffs alleged claims stemming from service of the injunctions and
8 enforcement of the curfew under 42 U.S.C. §1983 for violations of Plaintiffs' First,
9 Fourth, and Fourteenth Amendment rights, as well as claims under the California
10 Constitution, the Bane Act (Cal. Civ. Code §52.1), and for False Imprisonment and
11 Violation of Mandatory Duties. The Settling Parties are Plaintiffs, Class Members,
12 and the City.

13 Plaintiffs moved for this Court to (1) preliminarily approve the class-
14 action Settlement; (2) direct distribution to the Class of a proposed Notice of
15 Settlement of Class Action (the proposed "Notice of Settlement"); and (3) set a
16 hearing for final approval of the Settlement. The City does not oppose Plaintiffs'
17 motion. That motion came on regularly for hearing before this Court on July 29,
18 2016, at 11:00 a.m. in Courtroom 7.

19 The Court, having received and fully considered the parties' notice,
20 Plaintiffs' motion and memorandum of points and authorities in support thereof, the
21 Settlement Agreement and its Exhibits, and the oral argument presented to the Court,
22 and in recognition of the Court's duty to make a preliminary determination as to the
23 reasonableness of any proposed class-action settlement, and to conduct a fairness
24 hearing as to the good faith, fairness, adequacy, and reasonableness of any proposed
25 settlement, **HEREBY ORDERS and MAKES DETERMINATIONS** as follows:

26 1. The Court has reviewed the Settlement Agreement and its exhibits,
27 attached hereto as Exhibit 1. The Court finds on a preliminary basis that the
28 Settlement and the proposed Settlement Notice appear to be within the range of

1 reasonableness of a settlement which could ultimately be given final approval by this
2 Court. It appears to the Court on a preliminary basis that the settlement is fair and
3 reasonable to all Class Members when balanced against the uncertain outcome of
4 further litigation. The parties recognize the risk involved in taking the litigation to
5 trial, including significant delay, uncertain damages, and further potential appellate
6 issues. It further appears that settlement at this time will avoid the delay and risks
7 that would be presented by the further prosecution of the litigation.

8 2. The Court finds on a preliminary basis that the proposed settlement has
9 been reached as the result of lengthy, intensive, serious, and non-collusive arm's-
10 length negotiations. It further appears that the parties engaged in extensive and hard-
11 fought litigation such that counsel for the parties at this time are able to evaluate
12 reasonably their respective positions. Class Counsel have significant experience in
13 class action and civil rights litigation. The proposed Settlement Agreement was
14 reached through extensive negotiations and with the involvement of multiple neutrals
15 including at least 17 sessions before the Hon. Patrick J. Walsh, Magistrate Judge for
16 the United States District Court for the Central District of California.

17 **APPROVAL OF DISTRIBUTION OF THE NOTICE OF SETTLEMENT**

18 3. Rule 23(e) provides that a court “must direct notice in a reasonable
19 manner to all class members who would be bound by” a proposed class action
20 settlement. Fed. R. Civ. P. 23(e)(1). This Court finds the proposed Notice of
21 Settlement, which is attached hereto as Exhibit A of the Settlement Agreement, fairly
22 and adequately advises the Class Members of the terms of the proposed Settlement
23 and the right of Class members to object to the proposed Settlement, and to appear at
24 the Final Approval Hearing to be conducted at the date set forth below. The Court
25 further finds that Notice of Settlement and proposed distribution of such Notice in
26 English and Spanish by first-class U.S. mail to each identified Class Member at his
27 or her last known address, as well as the posting of notice in ten public locations
28

1 within each of the “safety zones” covered by the gang injunctions, and publication in
2 the *Los Angeles Times* in English and *La Opinión* in Spanish, comports with all
3 constitutional requirements, including those of due process.

4 4. Accordingly, good cause appearing, the Court hereby approves the
5 proposed Notice of Settlement and orders the City to distribute the Settlement
6 Documents, in the manner and pursuant to the procedures described in the Settlement
7 Agreement.

8 **FINAL APPROVAL HEARING AND SCHEDULE**

9 5. The Court hereby grants the parties’ motion to set a hearing for final
10 approval of Settlement and orders the following schedule of dates for further
11 proceedings:

- 12 a. Settlement Notice shall be sent to the *Los Angeles Times* and *La*
13 *Opinión* for publication for not less than four weeks no later than
14 seven days after this Order;
- 15 b. Settlement Notice shall be mailed to class members no later than 30
16 days after this Order;
- 17 c. Settlement Notice shall be posted in 10 public locations in each of
18 the “safety zones” no later than 30 days after this Order;
- 19 d. Class Members may file an objection to the settlement within 90
20 days of this Order;
- 21 e. Class Members who object to the proposed settlement must file a
22 written objection, along with any supporting documents, with the
23 Court, with copies to Class Counsel and Defense Counsel, no later
24 than 90 days after this Order. No Settlement Class Member shall be
25 entitled to be heard at the final Fairness Hearing (whether in person
26 or through counsel), and no written objections or briefs submitted by
27 any Settlement Class Member shall be received or considered by the
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Court at the final Fairness Hearing, unless the Settlement Class Member files with the Court and serves upon Defense Counsel and Class Counsel a written notice of intention to appear at the Fairness Hearing;

f. The Final Fairness Hearing shall take place at least 120 days and no later than 150 days after this Order;

g. The motion for final approval shall be filed no later than two weeks prior to the Final Fairness Hearing; and

h. If a motion for attorney’s fees is filed, it shall be noticed for the same date as the Final Fairness Hearing and shall be briefed in accordance with a schedule stipulated to by the parties or ordered by the Court.

6. IT IS FURTHER ORDERED that if for any reason the Court does not grant final approval of the Settlement, or the Settlement Agreement otherwise does not become effective in accordance with its terms, this Order shall be rendered null and void and shall be vacated, and the parties shall be restored to their pre-settlement positions in this action as more specifically set forth in the Settlement.

IT IS SO ORDERED

The Hon. Judge Dolly Gee

DATED: