

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 following the
6 Court’s Final Approval of Settlement on March 24, 2017, hereby enter into this Joint
7 Stipulation of Class Action Settlement and Settlement Agreement and Release
8 (“Settlement Agreement”). This Settlement Agreement is intended to fully, finally,
9 and forever compromise, release, resolve, discharge, and settle the released claims
10 subject to the terms and conditions set forth in this settlement.

11 RECITALS

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

24 2. Plaintiffs filed a First Amended Complaint on April 13, 2011. On June
25 30, 2011, Plaintiffs filed a Second Amended Complaint, alleging claims under 42
26 U.S.C. §1983 for violations of the Fourteenth Amendment; Article 1 §§ 1,7 of the
27 California Constitution [Fourteenth Amendment analogue]; the Bane Act (Cal. Civ.
28

1 Code §52.1); False Imprisonment; and Mandatory Duties.

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

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

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

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

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

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

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

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

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

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

1 13. In light of the extreme uncertainty surrounding a damages award from a
2 jury, particularly given the complications of damage awards to a class, Class Counsel
3 has concluded that the settlement for the consideration and on the terms set forth in
4 this Settlement Agreement is fair, reasonable, adequate, and in the best interest of the
5 class.

6 14. Since the case was filed, the parties had multiple settlement discussions
7 at various stages of the proceedings. Early in the litigation, the parties held a
8 settlement discussion with Magistrate Judge John McDermott but failed to reach a
9 settlement. (Dkt. 58.) After oral argument in the Ninth Circuit, the parties met
10 without a mediator with the participation of City Attorney Mike Feuer but again
11 failed to reach a settlement. After the summary adjudication, on March 30, 2015, the
12 parties renewed settlement talks before the Hon. Louis Meisinger (Ret.) as mediator
13 but again failed to reach a settlement. Finally, after the Court's rulings on the parties'
14 motions *in limine*, the parties again renewed settlement talks before the Hon. Patrick
15 Walsh. The parties met with Judge Walsh approximately 17 times in person or
16 telephonically and had numerous additional meetings and calls to discuss the terms.
17 An agreement was first reached on the primary material terms and issues on
18 November 10, 2015, and refined in key aspects on March 4 and 11, 2016. On March
19 16, 2016, the Los Angeles City Council voted unanimously to approve the proposed
20 settlement

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

27 //

1 **DEFINITIONS**

2 16. “Administrative Costs” shall mean the estimated cost for administering
3 the settlement and claims process, including providing the Notice of Settlement,
4 various efforts to locate Settlement Class Members, and coordinating the provision of
5 settlement benefits to the Settlement Class.

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

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

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

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

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

1 SC057282 (Venice Shoreline Crips); and BC353596 (White Fence).

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

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

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

1 h. Defendants' notification that all programs are fully set-up and ready to
2 be accessed, no later than 30 days from the date of final approval.

3 24. "Fairness Hearing" shall mean the final hearing which shall be held after
4 notice of this settlement has gone to the class, and during which the Court will hear
5 and rule on any objections properly before the Court and ask any further questions of
6 the Parties' counsel precedent to entering a final judgment regarding this settlement.

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

12 26. "Incentive Award" shall mean a sum to be paid to fund future periodic
13 payments for the benefit of each of the two children of Named Plaintiffs as set forth
14 in Paragraph 41 and Exhibit D herein.

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

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

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

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

25 31. "Settlement Class" or "Settlement Class Member(s)" shall mean the
26 class, or any member of the class, certified by the Court, namely, "All persons who
27 have been served with one or more Class Gang Injunctions." The Settlement Class
28 shall not include any of the six individuals who opted out of the class after class

1 certification (Jonathan Mejia, Fernando Arteaga, Alejandro Gutierrez, Clemente
2 Richard Jimenez, David Barragan, and Freddie Estrada).

3 32. "Settlement Fund" refers to the funds set aside by the City for
4 implementation of the agreed-upon Jobs and Education Program and tattoo removal
5 services as set forth in Exhibit B to this Settlement Agreement.

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

8 **TERMS OF SETTLEMENT AGREEMENT**

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

15 **I. SUBSTANTIVE INJUNCTIVE RELIEF**

16 **A. Settlement Fund**

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

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

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

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

21 36. City will fund up to \$150,000 each year for a total of four years for
22 tattoo removal to be provided free of charge to Settlement Class members on a first-
23 come, first-served basis. This amount will not count toward the annual minimum but
24 it will count toward the \$7,500,000 annual maximum described in Paragraph 35.
25 Settlement Class Members will be entitled to access this benefit irrespective of
26 whether they also access the Jobs and Education Program and/or the injunction
27 removal process.
28

1 **B. Administrative Costs**

2 37. The City will pay a maximum of \$150,000 to the Claims Administrator
3 for costs associated with class notices and the intake, verification, and distribution of
4 claims over the four-year period. This amount does not count toward either the
5 minimum or maximum funding of the Jobs and Education Program.

6 **II. INJUNCTIVE RELIEF CONCERNING GANG INJUNCTION**
7 **ENFORCEMENT**

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

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

- 11 a. Obey curfew;
- 12 b. Do not be in the presence of drugs;
- 13 c. Do not be in the presence of alcohol; and
- 14 d. Obey all laws.

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

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

22 40. Gang Injunction Removal Process for Settlement Class Members. As set
23 forth in Exhibit C, City agrees that any Settlement Class Member who believes he or
24 she should not be subject to a gang injunction may apply to be removed from the list
25 of people subject to the injunction at a special hearing before the Hon. Patrick J.
26 Walsh, Magistrate Judge for the United States District Court for the Central District
27 of California, during the four-year period the Jobs and Education Program is in effect.

1 The applications will be submitted to the Claims Administrator, who will forward
2 them to Class Counsel and Defense Counsel. City will have 90 days from the date an
3 application is submitted by personal service to decide whether to agree to remove the
4 Class Member from the list of persons subject to the injunction, or to oppose the
5 application and set a hearing, and to give notice to the Settlement Class Member (or,
6 if represented, his or her counsel) and to Class Counsel advising of its decision. The
7 90-day period will be extended by three days if the application is submitted by mail.
8 If for any reason City does not give notice in accordance with this agreement, the
9 applicant or his or her representative may set a hearing. Class Members in such
10 hearings may, but need not be, represented by counsel. However, City will not be
11 obligated to provide or pay for counsel for Settlement Class Members at such
12 hearings. *See* Exhibit C for a full recitation of the rights and obligations of all parties
13 as relates to this Gang Injunction Removal Process.

14 **III. MONETARY CONSIDERATION**

15 **A. Incentive Awards**

16 41. Incentive awards of \$20,000 (\$40,000 total) for the benefit of each child
17 of the Named Plaintiffs will be made payable to BARCO Assignments Ltd to fund
18 future periodic payments payable to Escolastica Camila Rodriguez and Alexa
19 Cazarez, respectively, as described in Exhibit D. These awards are independent of,
20 and will not count toward, either the annual minimum or maximum funding for the
21 Jobs and Education Program and tattoo removal.

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

23 42. City will pay Class Counsel attorney's fees and costs in the amount of
24 \$5,750,000. These fees and costs will be payable in two installments: \$2.75 million
25 in the fiscal year ending June 30, 2017, and \$3 million in the fiscal year beginning
26 July 1, 2017, paid in accordance with instructions from Class Counsel. A portion of
27 the attorney's fees for Olu K. Orange will be paid in future periodic payments as
28

1 described in Exhibit D. City shall have no further liability for costs, expenses,
interest, or for any other charge, expense, or liability, in connection with this action.
2 City will not be responsible for paying any of the fees of attorneys for representing
3 class members through the gang injunction removal process. Nothing in this
4 agreement shall prejudice or prohibit Class Counsel from seeking additional fees
5 should they have reasonable need to enforce this Settlement Agreement against City,
6 nor is City precluded from contesting or opposing any additional fees.

7
8 **IV. CLAIMS RELEASED BY SETTLEMENT AGREEMENT**

9 43. In exchange for the consideration and for the injunctive relief by
10 Defendant City as described herein, upon the final approval by the Court of this
11 Settlement Agreement, and except as to such rights or claims as may be created by
12 this Settlement Agreement, the Settlement Class and each Settlement Class Member,
13 including the Named Plaintiffs, for themselves, their beneficiaries, executors,
14 conservators, personal representatives, wards, heirs, predecessors, successors, and
15 affiliates, jointly and severally, shall, and hereby do fully, finally, and forever release
16 and discharge all Released Parties from any and all claims, judgments, liabilities,
17 costs, expenses, attorney's fees, and damages, occurring up to the execution of this
18 Settlement Agreement, regarding the legality of the curfew provisions in the Class
19 Gang Injunctions (including the service and enforcement, and the policies relating to
20 the service and enforcement, of the curfew provisions). The Named Plaintiffs, for
21 themselves, their beneficiaries, executors, conservators, personal representatives,
22 wards, heirs, predecessors, successors and affiliates, jointly and severally, shall, and
23 hereby do fully, finally, and forever release and discharge all Released Parties from
24 any and all claims, judgments, liabilities, costs, expenses, attorney's fees, and
25 damages, occurring up to the execution of this Settlement Agreement, arising out of
26 the incidents giving rise to the individual claims of the Named Plaintiffs, and that
27 were raised or could have been raised in this action ("Released Claims").
28

1 44. The Parties acknowledge that it is possible that unknown losses or
2 claims exist or might exist or that present losses may have been underestimated in
3 amount. Named Plaintiffs and every Settlement Class Member are deemed to
4 acknowledge and understand that they may later discover claims arising out of
5 Released Parties' service, enforcement, and policies of service and enforcement of the
6 curfew provisions in the Class Gang Injunctions, that are presently unknown or
7 unsuspected, or facts in addition to or different from those which they now believe to
8 be true with respect to the matters released in this Settlement Agreement.
9 Nevertheless, it is the intention of Named Plaintiffs and Settlement Class Members to
10 fully, finally, and forever settle and release the Released Claims with the Released
11 Parties that exist, hereafter may exist, or might have existed.

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

13 45. The Settling Parties have stipulated and agreed to the schedule and
14 procedures set forth in Paragraphs 46-53 herein for obtaining the Court's approval of
15 the settlement, and agree that they have been fully completed. Settling Parties further
16 stipulate and agree to the schedule and procedures set forth in Paragraphs 54-56
17 herein ("Claims Procedures").

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

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

21 **B. Settlement Notice**

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

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

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

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

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

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

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

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

27 50. No Settlement Class Member shall be entitled to be heard at the final
28

1 Fairness Hearing (whether in person or through counsel), and no written objections or
2 briefs submitted by any Settlement Class Member shall be received or considered by
3 the Court at the final Fairness Hearing, unless the Settlement Class Member files with
4 the Court and serves upon Defense Counsel and Class Counsel a written notice of
5 intention to appear at the Fairness Hearing (“Notice of Intention to Appear”). The
6 Notice of Intention to Appear must include copies of any papers, exhibits, or other
7 evidence that the objecting Settlement Class Member intends to present to the Court
8 in connection with the final Fairness Hearing.

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

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

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

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

27 **E. Claims Procedures**

28 54. Within 30 days of the Effective Date, City shall cause claim forms to be

1 served by mail to all Settlement Class Members at the addresses to which notice of
2 this Settlement Agreement were mailed. City shall provide a claim form to any
3 Settlement Class Member who requests one.

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

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

11 **VI. OTHER PROVISIONS**

12 **A. Voiding the Settlement Agreement**

13 57. A failure of the Court to approve any material condition of this
14 Settlement Agreement which effects a fundamental change to the terms of the
15 settlement shall render the entire Settlement Agreement voidable and unenforceable
16 as to all plaintiffs and defendants, at the option of either party upon notice, in writing,
17 to the other and to the Court at any time prior to final approval of this Settlement
18 Agreement by the Court. In the event a party voids this Settlement Agreement as set
19 forth herein, the parties shall be restored to their pre-settlement positions in this
20 action.

21 **B. Mutual and Full Cooperation**

22 58. Settling Parties, Class Counsel, and Defense Counsel agree to cooperate
23 fully with each other to accomplish the approval of the terms of this Settlement
24 Agreement by the Court, including but not limited to the execution of documents, and
25 to take such other action as may reasonably be necessary to implement the terms
26 herein. The parties agree to use their best efforts, including all efforts contemplated
27 by this Settlement Agreement, and any other efforts that may become necessary by
28

1 order of the Court, or otherwise, to effectuate this Settlement Agreement.

2 59. Class Counsel and the Named Plaintiffs agree that they will not object to
3 the proposed settlement, or encourage or attempt to encourage any members of the
4 Settlement Class to object to the proposed settlement, and will make every reasonable
5 effort to explain accurately the benefits of this Settlement Agreement in response to
6 any questions from any Settlement Class Member.

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

7 60. Recipients of the Incentive Award funds described herein above are
8 bound by and shall comply with the Court's order granting final approval of the
9 settlement in this case, specifically that said recipients shall use the funds solely for
10 the purpose of their education. This obligation does not extend to the other parties to
11 this Agreement nor to BARCO Assignments Ltd.

12 61. This Settlement Agreement may be amended or modified only by a
13 written instrument signed by Class Counsel and the Named Plaintiffs, as well as
14 Defense Counsel and a representative of City. No rights under this Settlement
15 Agreement may be waived except in writing.

16 62. This Settlement Agreement and the attached Exhibits A, B, C and D
17 constitute the entire Settlement Agreement between the Named Plaintiffs, Settlement
18 Class, and Defendants relating to the terms contained herein. All prior or
19 contemporaneous Settlement Agreements, understandings, and statements, whether
20 oral or written, whether express or implied, and whether by a Party or its counsel, are
21 merged herein. No oral or written representations, warranties, or inducements have
22 been made to any Party concerning this Settlement Agreement or its exhibits other
23 than the representations, warranties, and covenants contained and memorialized in
24 such documents.

25 63. The terms of this Settlement Agreement are and shall be binding upon
26 the parties, their agents, attorneys, employees, successors and assigns, and upon all
27 other persons claiming any interest in the subject matter through any of the parties,
28

1 including any Settlement Class Member.

D. Governing Law and Joint Drafting of Settlement Documents

2 64. All terms of this Settlement Agreement and related documents shall be
3 governed by and interpreted according to the laws of the State of California, without
4 respect to choice of law provisions of any state.

5 65. Class Counsel and Defense Counsel have arrived at this Settlement
6 Agreement as a result of a series of arm's-length negotiations extending many
7 months, taking into account all relevant factors, present and potential. *See* Paragraphs
8 12-14 above.

9 66. This Settlement Agreement has been drafted jointly by Class Counsel
10 and Defense Counsel and, therefore, in any construction or interpretation of this
11 Settlement Agreement, shall not be construed against any of the Parties.

E. Execution of Settlement Agreement

12 67. This Settlement Agreement may be executed in one or more counterparts
13 and by facsimile. All executed copies of this Settlement Agreement and photocopies
14 thereof shall have the same force and effect and shall be as legally binding and
15 enforceable as the original.
16

F. Parties' Authority

17 68. The signatories hereto represent that they are fully authorized to enter
18 into this Settlement Agreement and are fully authorized to bind the Named Plaintiffs,
19 Settlement Class, and Settling Defendants to all terms stated herein.
20

H. Notice

21 69. Whenever this Settlement Agreement requires or contemplates that one
22 Party shall or may give notice to the other, notice shall be provided in writing by first
23 class U.S. Mail and e-mail to Class Counsel and/or Defense Counsel.
24

I. No Admission of Liability

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

8 **J. Retain Jurisdiction**

9 71. The Court shall retain jurisdiction with respect to the implementation
10 and enforcement of the terms of this Settlement Agreement, and the parties hereto
11 submit to the jurisdiction of the Court for purposes of implementing and enforcing
12 the Settlement embodied in this Settlement Agreement.

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

19 **K. Reasonable Extensions**

20 73. Without further order of the Court, the parties may mutually agree in
21 writing to reasonable extensions of time to carry out any of the provisions in this
22 Settlement Agreement.

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1 **L. Execution Date**

2 74. This Settlement Agreement shall be deemed to have been executed upon
3 the last date of execution by all of the undersigned.

4 IN WITNESS THEREOF, the Parties hereto have caused this Settlement Agreement
5 to be executed by their duly authorized representatives.

6 Dated: 04 / 14 / 2017.

Dated: / / .

Dated: / / .

7
8 **FOR PUBLIC RELEASE**

9 Christian Rodriguez,
10 Plaintiff and Class
11 Representative

Alan Cazarez as
Administrator of the Estate of
Alberto Cazarez, Plaintiff and
Class Representative

Rena M. Shahandeh, Esq.,
Deputy City Attorney,
Los Angeles City
Attorney's Office - for
City of Los Angeles

12 Dated: / / .

Dated: / / .

Dated: 4 / 11 / 2017.

13 **FOR PUBLIC RELEASE**

14 **FOR PUBLIC RELEASE**

15 Dan Stormer, Esq., for
16 Hadsell Stormer & Renick,
LLP - Plaintiffs' Counsel

Anne K. Richardson, Esq., for
Public Counsel of Los
Angeles - Plaintiffs' Counsel

Olu K. Orange, Esq., for
Orange Law Offices -
Plaintiffs' Counsel

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18
19 4827-1711-3906, v. 7

1 **L. Execution Date**

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3 the last date of execution by all of the undersigned.

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6 Dated: / / . Dated: 4/ 14 / 2017. Dated: / / .

7
8 **FOR PUBLIC RELEASE**

9 Christian Rodriguez,
10 Plaintiff and Class
11 Representative

Alan Cazarez as
Administrator of the Estate of
Alberto Cazarez, Plaintiff and
Class Representative

Rena M. Shahandeh, Esq.,
Deputy City Attorney,
Los Angeles City
Attorney's Office - for
City of Los Angeles

12 Dated: / / . Dated: / / . Dated: 4 / 11 / 2017.

13 **FOR PUBLIC RELEASE**

14 **FOR PUBLIC RELEASE**

15 Dan Stormer, Esq., for
16 Hadsell Stormer & Renick,
17 LLP - Plaintiffs' Counsel

Anne K. Richardson, Esq., for
Public Counsel of Los
Angeles - Plaintiffs' Counsel

Olu K. Orange, Esq., for
Orange Law Offices -
Plaintiffs' Counsel

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Dated: / / . Dated: / / . Dated: / / .

Christian Rodriguez,
Plaintiff and Class
Representative

Alan Cazarez as
Administrator of the Estate of
Alberto Cazarez, Plaintiff and
Class Representative

Rena M. Shahandeh, Esq.,
Deputy City Attorney,
Los Angeles City
Attorney's Office - for
City of Los Angeles

Dated: / / .

Dated: 4 / 12 / 2017

Dated: 4 / 11 / 2017.

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

Dan Stormer, Esq., for
Hadsell Stormer & Renick,
LLP - Plaintiffs' Counsel

Anne K. Richardsolt, Esq., for
Public Counsel of Los
Angeles - Plaintiffs' Counsel

Olu K. Orange, Esq., for
Orange Law Offices -
Plaintiffs' Counsel

4822-1711-3906, v 7

1 **L. Execution Date**

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3 the last date of execution by all of the undersigned.

4
5 IN WITNESS THEREOF, the Parties hereto have caused this Settlement Agreement
6 to be executed by their duly authorized representatives.

7 Dated: / / . Dated: / / . Dated: / / .

8
9
10 Christian Rodriguez,
11 Plaintiff and Class
12 Representative

Alan Cazarez as
Administrator of the Estate of
Alberto Cazarez, Plaintiff and
Class Representative

Rena M. Shahandeh, Esq.,
Deputy City Attorney,
Los Angeles City
Attorney's Office - for
City of Los Angeles

13 Dated: 4/16/17. Dated: / / . Dated: / / .

14
15 **FOR PUBLIC RELEASE**

16 Dan Stormer, Esq., for
17 Hadsell Stormer & Renick,
LLP - Plaintiffs' Counsel

Anne K. Richardson, Esq., for
Public Counsel of Los
Angeles - Plaintiffs' Counsel

Olu K. Orange, Esq., for
Orange Law Offices -
Plaintiffs' Counsel

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20 4827-1711-3906, v. 7

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L. Execution Date

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IN WITNESS THEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized representatives.

Dated: / / . Dated: / / .

Dated: 4/20/2017.

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

Christian Rodriguez,
Plaintiff and Class
Representative

Alan Cazarez as
Administrator of the Estate of
Alberto Cazarez, Plaintiff and
Class Representative

Reña M. Shahandeh, Esq.,
Deputy City Attorney,
Los Angeles City
Attorney's Office - for
City of Los Angeles

Dated: / / .

Dated: / / .

Dated: / / .

Dan Stormer, Esq., for
Hadsell Stormer & Renick,
LLP - Plaintiffs' Counsel

Anne K. Richardson, Esq., for
Public Counsel of Los
Angeles - Plaintiffs' Counsel

Olu K. Orange, Esq., for
Orange Law Offices -
Plaintiffs' Counsel

4827-1711-3906, v. 7

Rodriguez/Cazarez Settlement Agreement

EXHIBIT A

Official Class Notices (English & Spanish)

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.

The Court in charge of this settlement still has to decide whether to approve it.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OBJECT IN WRITING AND, IF YOU WISH, GO TO A HEARING	Write a letter about why you don't like the settlement and submit it no later than October 27, 2016 to: Rodriguez v. City of Los Angeles Objections, c/o CAC Services Group, 1601 Southcross Dr W, Burnsville, MN 55306. If, but only if, you submit a written objection, you may also speak up at the Fairness Hearing on December 2, 2016.
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 December 2, 2016 at 10:00 a.m. at 350 W. First Street, Courtroom 8C, Los Angeles, CA. 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.

**QUESTIONS? Call (310) 997-0380, or visit WWW.GANGCASE.COM
Para una notificación en Español, llamar o visitar nuestro website**

TRIBUNAL FEDERAL DE LOS ESTADOS UNIDOS, DISTRITO CENTRAL DE CALIFORNIA

Si se le ha notificado acerca de cualquiera de las siguientes restricciones legales contra pandillas (“gang injunctions”), sus derechos podrían verse afectados, y podría usted tener derecho a recibir beneficios bajo un Acuerdo, a través de una demanda colectiva

Tribunal Superior del Condado de los Angeles Número De Casos	
<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 (Varrio Nuevo Estrada) • SC060375 (Venice 13) • SC057282 (Venice Shoreline Crips) • BC353596 (White Fence)

Un tribunal federal autorizó esta notificación. No es un anuncio de un abogado. Ud. no ha sido demandado o restringido.

El Acuerdo proporcionará los siguientes beneficios:

- Educación, capacitación laboral, servicios de inserción laboral, o servicios de apoyo para usted en su empleo actual, para usted o un familiar directo con un estipendio para ciertas fases de la capacitación.
- Un proceso acelerado para que pueda solicitar ser removido de dichas restricciones;
- Servicios para la eliminación de tatuajes; e
- Impedir que el LAPD obligue al cumplimiento de ciertas disposiciones de los mandatos judiciales

El tribunal a cargo de este caso aún tiene que aprobar el Acuerdo.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
<p>OPONERSE POR ESCRITO, Y SI LO DESEA PRESENTARSE A UNA AUDIENCIA</p>	<p>Enviar una carta explicando su disconformidad con el Acuerdo que debe recibirse con fecha no más tarde que el 27 de octubre, 2016. Enviar su objeción a: Rodriguez v. City of Los Angeles Objections c/o CAC Services Group, 1601 Southcross Dr W, Burnsville, MN 55306. También tendrá el derecho de dirigirse verbalmente a la audiencia sobre imparcialidad el día 2 de diciembre, 2016, siempre y cuando haya enviado su objeción por escrito con sello postal antes del 27 de octubre, 2016.</p>
<p>PROGRAMAS DE EDUCACION Y DE CAPACITACION LABORAL, ELIMINACION DE TATUAJES, Y/O SU REMOCION DE LAS RESTRICCIONES LEGALES ANTIPANDILLAS, SIEMPRE Y CUANDO EL ACUERDO SEA APROBADO.</p>	<p>Si usted no hace nada, el tribunal considerará la imparcialidad de este Acuerdo el 2 de diciembre, 2016 a las 10 de la mañana en el 350 W. First St, Courtroom 8C, Los Angeles, CA. Si el Acuerdo es aprobado, entonces se le dará a conocer sus derechos de participar en el programa de empleos y educación, obtener la eliminación de tatuajes y solicitar ser removido de las restricciones legales antipandillas. Después de la aprobación del Acuerdo usted necesitará enviar formularios solicitando su participación en el Acuerdo.</p>

¿PREGUNTAS? Llame al (310) 997-0380 o visite WWW.GANGCASE.COM
Para un aviso en Español, llame o visite nuestro sitio web

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 IN WRITING AND, IF YOU WISH, GO TO A HEARING	Write a letter about why you don't like the settlement and submit it no later than October 27, 2016. If, but only if, you submit a written objection, you may also speak up at the Fairness Hearing on December 2, 2016.
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 December 2, 2016 at 10:00 a.m. 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.

**QUESTIONS? Call (310) 997-0380, or visit WWW.GANGCASE.COM
Para una notificación en Español, llamar o visitar nuestro website**

- 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 (Varrio 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 M. 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?

This lawsuit claims that the City of Los Angeles has served 26 gang injunctions with unconstitutional

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curfews on over 5,000 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 Judge Dolly M. 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 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 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?

The settlement provides a number of different benefits: (a) a jobs and education program; (b) tattoo

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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 fundamentals of budgeting, saving and credit management.

Phase VI—Employment: Those who complete subsidized work opportunities will be referred to City

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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?

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

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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 the Honorable 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 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

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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 object to the settlement by sending 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:

Rodriguez v. City of Los Angeles Objections
c/o CAC Services Group
1601 Southcross Dr W
Burnsville, MN 55306

Your objection must be postmarked no later than October 27, 2016. You cannot object if you have

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already opted out.

If, but only if, you file an objection to the settlement agreement, you may also speak to the judge at the Fairness Hearing on December 2, 2016.

22. 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

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

The Court will hold a fairness hearing at 10:00 a.m. on December 2, 2016, at the United States District Court for the Central District of California, 350 W. First Street, Courtroom 8C, Los Angeles, CA. At this hearing, Judge Gee will consider whether the settlement is fair, reasonable, and adequate. If there are objections, Judge Gee will consider them. After the hearing, Judge Gee will decide whether to approve the settlement. We do not know how long this decision will take.

24. 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.

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TRIBUNAL FEDERAL DE LOS ESTADOS UNIDOS, DISTRITO CENTRAL DE CALIFORNIA

Si se le ha notificado acerca de cualquiera de las siguientes veintiséis restricciones legales contra pandillas (“gang injunctions”) con los siguientes números de caso, sus derechos podrían verse afectados, y podría usted tener derecho a recibir beneficios bajo un Acuerdo, a través de una demanda colectiva.

Tribunal Superior del Condado de los Angeles Número De Casos	
<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)

Un tribunal federal autorizó esta notificación. No es un anuncio de un abogado. Ud. no ha sido demandado o restringido.

El Acuerdo proporcionará los siguientes beneficios:

- Educación, capacitación laboral, servicios de inserción laboral, programas y servicios vocacionales, o servicios de apoyo para usted en su empleo actual, para usted o un familiar directo con beneficios monetarios para ciertas fases de la capacitación.
- Un proceso acelerado para que pueda solicitar ser removido de dichas restricciones.
- Servicios para la eliminación de tatuajes; e
- Impedir que el LAPD obligue al cumplimiento de ciertas disposiciones de los mandatos judiciales.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
OPONERSE POR ESCRITO Y, SI LO DESEA, PRESENTARSE A UNA AUDIENCIA	Enviar una carta explicando su disconformidad con el Acuerdo que debe recibirse con fecha no más tarde del 27 de octubre, 2016.
NO TOMAR ACCION INMEDIATA, SOLICITANDO PROGRAMAS DE EDUCACION Y DE CAPACITACION LABORAL, ELIMINACION DE TATUAJES, Y/O SU REMOCION DE LAS RESTRICCIONES LEGALES ANTI-PANDILLAS, SIEMPRE Y CUANDO EL ACUERDO SEA APROBADO.	En el caso de, pero únicamente en el caso de haber enviado su objeción por escrito, podrá también dirigirse verbalmente a la audiencia sobre imparcialidad el día 2 de diciembre 2016. Si usted no hace nada, el tribunal considerará la imparcialidad de este Acuerdo el 2 de diciembre, 2016 a las 10 de la mañana. Si el Acuerdo es aprobado, entonces se le dará a conocer sus derechos de participar en el programa de empleos y educación, obtener la eliminación de tatuajes y solicitar ser removido de las restricciones legales antipandillas. Después de la aprobación del Acuerdo usted necesitará enviar formularios solicitando su participación en el Acuerdo.

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Estos derechos y opciones - y los plazos para implementarlos -se explican en esta notificación.

- El tribunal a cargo de este caso aún tiene que aprobar el Acuerdo. El programa de empleos y educación, servicios para la eliminación de tatuajes y el proceso de su remoción de las restricciones antipandillas, se iniciará si el tribunal aprueba el Acuerdo y luego de la resolución de cualquier apelación. Siempre y cuando el tribunal apruebe el Acuerdo, usted recibirá una nueva notificación con las instrucciones a seguir para obtener los beneficios. Por favor sea paciente.

I. INFORMACION BASICA

1. ¿Por qué recibí esta notificación?

Según los archivos del LAPD usted recibió una o más de las restricciones antipandillas en los siguientes casos anteriores al 20 de febrero, 2013:

Tribunal Superior del Condado de los Angeles Número De Casos	
<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)

El tribunal envió esta notificación porque usted tiene el derecho de ser informado de la propuesta para resolver una demanda colectiva bajo un Acuerdo, y acerca de sus opciones, antes de que el tribunal decida si aprueba el Acuerdo. **Si el tribunal aprueba el Acuerdo, y luego de ser resueltas las objeciones y apelaciones, se iniciará el programa de empleos y educación y el proceso para la remoción de las restricciones legales antipandillas. Se le informará si el Acuerdo es aprobado o no.**

Este documento detalla la demanda, el Acuerdo, sus derechos legales, los beneficios disponibles, los beneficiarios y cómo obtenerlos.

El tribunal encargado del caso es el Tribunal de Distrito de los Estados Unidos, Distrito Central de California, y el caso se conoce como *Rodriguez et al v. City of Los Angeles*, Case No. 11-CV-01135. El juez para el caso es la Honorable Dolly M. Gee. Las personas que entablaron la demanda son los demandantes, y los demandados, a quienes el pleito ha sido dirigido, incluyen la Ciudad de Los Angeles, Carmen Trutanich, Charles Beck y Angel Gómez.

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2. ¿De qué se trata esta demanda?

Esta demanda alega que la ciudad de Los Angeles ha notificado a más de 5,000 personas con 26 restricciones legales antipandillas con toques de queda inconstitucionales. Específicamente, la Corte de Apelaciones de California ha determinado que el texto de las restricciones judiciales contiene violaciones a la Constitución de California, requiriendo que las personas no salgan “afuera” en horarios de la noche especificados a menos de estar participando en “reuniones legítimas o actividades de entretenimiento” no especificadas. Encontrará más información sobre el caso en www.gangcase.com.

3. ¿Qué es una demanda colectiva y a quien involucra?

En una demanda colectiva, una o más personas, a las cuales se denominan “Representantes”, entablan una demanda en nombre propio y en nombre de personas con demandas semejantes.

En este caso, los Representantes son Christian Rodríguez y los herederos de Alberto Cazarez. La persona entablando el caso – y todos los Representantes con pleitos semejantes – se denominan demandantes. En una demanda colectiva un sólo tribunal emite el fallo para todos los Representantes. Esta demanda colectiva está a cargo de la Jueza Dolly M. Gee del Tribunal de Distrito de los Estados Unidos.

4. ¿Por qué hay un Acuerdo?

La Jueza Gee decidió que la ciudad violó los derechos constitucionales de los integrantes de la demanda colectiva cuando impuso las restricciones legales antipandillas con disposiciones de toque de queda inconstitucionales. También decidió que los integrantes de la demanda colectiva no tienen derecho de recibir un laudo automático de \$4,000 por individuo por violación a la ley de California.

El caso fue preparado para ir a juicio. En el juicio, los Representantes tendrían que demostrar que sufrieron perjuicios después que la ciudad implementó las disposiciones inconstitucionales específicamente relacionadas al toque de queda, y no por las demás disposiciones de las restricciones legales antipandillas “tal como la disposición de no asociarse”. Un jurado tendría que establecer un monto por el daño causado debido a la disposición inconstitucional del toque de queda. Los abogados por parte de los demandantes determinaron que existía un importante riesgo en ir a juicio: un jurado podría haber decidido que los daños a los Representantes por las disposiciones del toque de queda tendrían un valor monetario indefinido – por ejemplo cientos de dólares, mil dólares o tan poco como un dólar. Llegar a un valor monetario en estos casos es difícil, y por lo tanto ir a juicio era un riesgo.

Los abogados de la parte demandante determinaron que la oferta de hasta \$30 millones era un buen acuerdo para la demanda colectiva. No consideraron factible que un jurado otorgara esa cantidad de dinero por daños y perjuicios a los integrantes de la demanda colectiva.

II. ¿QUIENES SON LOS INTEGRANTES DEL ACUERDO?

5. Para determinar si usted puede beneficiarse del Acuerdo, primero debe establecer que usted es un Representante. El tribunal ha decidido que todas las personas que han recibido notificación por cualquiera de las 26 restricciones del mandato judicial antipandillas arriba mencionadas, son integrantes en esta demanda colectiva. En el 2013, debió usted haber recibido una notificación

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preguntándole si quería participar de la demanda colectiva o si quería excluirse de la demanda colectiva. Si recibió una de las restricciones legales arriba mencionados y si, en el 2013, usted no optó quedar fuera, entonces usted puede beneficiarse del Acuerdo.

III. ¿QUÉ OBTENGO DEL ACUERDO?

6. ¿Qué otorga el Acuerdo?

El acuerdo otorga varios beneficios diferentes: (a) un programa de empleos y educación; (b) eliminación de tatuajes; (c) proceso acelerado de remoción de las restricciones legales antipandillas; y (d) nuevas reglas que el LAPD debe cumplir.

PROGRAMA DE FORMACIÓN LABORAL

7. ¿Qué es el programa de empleos y educación?

Usted puede participar de un programa individualizado de empleos y educación. Existen seis fases en el programa:

Fase I – Evaluación: Primero, será evaluado para determinar si usted está preparado para un empleo y si tiene la capacitación necesaria, o si usted necesita habilidades adicionales y educación antes de estar preparado para un empleo. Trabajar junto con un consejero de orientación laboral para desarrollar un plan de servicio individualizado con objetivos estructurados.

Si usted y su consejero de orientación laboral deciden que se beneficiaría de todas las fases del programa, usted recibirá un estipendio de \$500 al completar la Fase II y otros \$500 al completar la Fase III.

Si usted y su consejero de orientación laboral deciden que está preparado para un empleo sin educación o capacitación adicional, pasará directamente a la Fase IV. En este caso, usted tendrá acceso a hasta \$1,000 para encarar los obstáculos que le impiden conseguir un trabajo o dificultan retener su actual empleo. Por ejemplo, los \$1,000 los puede utilizar para la compra de ropa de trabajo (tal como botas de trabajo), herramientas, o una tarjeta Metro para llegar a su lugar de empleo.

Fase II—Educación: Si usted y su consejero de orientación laboral deciden que necesita educación y capacitación adicionales con el fin de cumplir con sus metas de carrera, se le ofrecerán todos los cursos necesarios para lograr los objetivos en su plan de servicio, incluyendo tutorías, desarrollo de habilidades en lectura y matemáticas, computación, habilidades financieras y otros. Tomará cursos con educadores profesionales, por ejemplo en el distrito de Colegios Comunitarios de Los Angeles o en el LAUSD, según corresponda. También podrá obtener asesoramiento cuando sea necesario acerca de su carrera, problemas legales y otros temas tales como la crianza de los hijos.

Fase III - Formación Laboral: Los participantes recibirán formación en carreras específicas. La formación profesional incluirá programas ambientales tales como transporte (reparación de coches híbridos y eléctricos) y construcción (impermeabilización); y programas de salud tales como auxiliar de enfermero/a acreditado/a, auxiliar de salud en el hogar, técnico de farmacia y puestos para especialistas en codificación y facturación médica. Si su carrera requiere acreditación (tal como, un auxiliar de enfermero/a), se le brindará preparación para la acreditación que podrá utilizar donde sea reconocida.

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El programa de empleos y educación pagará por los costos de matrícula más allá de los subsidios que pueda obtener para la educación.

Fase IV – Empleo Subsidiado: Los participantes serán colocados en un puesto de empleo subsidiado con un empleador en su campo laboral de preferencia. Se le remunerará según el salario mínimo por hora de la ciudad, para hasta 400 horas. La expectativa es que al final de las 400 horas, el empleador lo contratará en un puesto permanente. Si esto no sucede, se le brindará ayuda en la búsqueda de un trabajo permanente con la ciudad, otra agencia pública o un trabajo con un empleador del sector privado

Fase V - Educación Financiera: Se le proporcionará un curso de educación financiera tocante a los fundamentos presupuestarios, ahorro y gestión de crédito.

Fase VI - Empleo: Aquellos que completen las oportunidades de empleo subsidiado serán derivados a oportunidades de empleo de la ciudad u otros sectores públicos, incluyendo programas de contratación de personas locales y desfavorecidas, aprendiz de programas y programas vocacionales. De ser seleccionado a través de un concurso, estos programas por vía alternativa ofrecen oportunidades de aprendizaje con el fin de obtener puestos a tiempo completo en el sector público.

8. ¿Qué pasa si ya tengo un trabajo?

Si tiene trabajo pero desea cambiar de carrera, puede utilizar el programa de empleos y educación.

Si está conforme con su empleo y carrera, puede utilizar el programa de empleos y educación para acceder a hasta \$1,000 en servicios de apoyo relacionados con el trabajo, tales como los costos de licencia o certificado, estipendios para ropa especializada o equipo, o transporte. También puede "actualizar" sus habilidades con el fin de obtener un ascenso.

Como alternativa, usted puede transferir el programa de empleos y educación a favor de un pariente: un hijo, padre, hermano/a o cónyuge. Dependiendo del número de personas inscritas en el programa, usted podría ceder los beneficios del programa a un tío/a, sobrino/a o primo/a hermano/a.

9. ¿Cómo solicito el programa de formación laboral para mí mismo o un familiar?

Tras la aprobación final del acuerdo, se le enviará un formulario de reclamo que puede completar y regresar. Una vez establecida su participación en la demanda colectiva, un agente del programa de formación laboral se comunicará con usted o su familiar para concertar una entrevista para su evaluación.

10. ¿Qué pasa si no estoy autorizado a trabajar en los Estados Unidos, puedo beneficiarme del programa de empleos y educación?

Un Representante que no está autorizado bajo la ley federal para trabajar no puede participar en las Fases IV y VI del programa si él o ella no cumplen con los requisitos federales de derecho al trabajo. Pero cualquier Representante o familiar designado, independientemente de la condición de ciudadanía, puede participar en todas las demás fases del programa de empleos y educación.

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ELIMINACIÓN DE TATUAJES

11. ¿Quién puede obtener la eliminación de tatuajes?

Cualquier integrante de la demanda puede solicitar la eliminación de tatuajes, la cual será proporcionada por orden de llegada hasta el agotamiento de la asignación monetaria (\$150,000 por año durante cuatro años). El beneficio se puede ofrecer además de o en lugar de cualquier otro beneficio ofrecido bajo este acuerdo. Al igual que con el programa de formación laboral, usted deberá presentar un formulario de reclamo para recibir este beneficio comprobando de esta manera su inclusión en la demanda colectiva y que un agente de la misma pueda comunicarse con usted. Este beneficio corresponde exclusivamente a los integrantes de la demanda colectiva y no puede ser derivado a favor de un pariente.

PROCESO PARA SER REMOVIDO DE LAS RESTRICCIONES LEGALES

12. ¿A quién le corresponde la solicitud de remoción de la restricciones legales antipandillas?

Todos los integrantes de la demanda colectiva pueden solicitar ser removidos de las restricciones legales antipandillas. Si solicita ser removido de las restricciones legales y la ciudad se opone a su solicitud, la ciudad tendrá que comprobar fuera de toda duda razonable, mediante una audiencia especial frente a un magistrado federal, que usted sigue siendo integrante de una pandilla en la actualidad. Este beneficio corresponde exclusivamente a los integrantes de la demanda colectiva y no se puede derivar a favor de un pariente.

13. ¿Podría yo solicitar ser removido del mandato judicial antipandillas aun si he recibido capacitación laboral o eliminación de tatuajes?

Sí. Todos los integrantes de la demanda colectiva califican para solicitar su remoción del mandato judicial antipandillas.

14. ¿Cómo solicito ser removido de las restricciones legales antipandillas?

Se le enviará un formulario para llenar y regresar a un administrador de reclamos, quien comprobará si califica, para luego hacerle llegar el mismo a los abogados por la parte demandante y a las Oficinas de la Fiscalía de la Ciudad de Los Angeles. Dentro de los 90 días de haber recibido la notificación, la ciudad decidirá si lo remueve de las restricciones legales antipandillas o si desea convocarlo a una audiencia en el tribunal para tratar el tema. Si la ciudad no responde a su petición dentro de los 90 días, usted puede solicitar una audiencia ante el juez Patrick J. Walsh, un magistrado federal. El Juez Walsh emitirá un fallo que será obligatorio. Podrá aun solicitar su remoción del mandato antipandillas mediante cualquier otro proceso legal incluyendo el programa de petición de remoción del mandato antipandillas ofrecido por el Procurador de la Ciudad. Sin embargo, deberá esperar que su cumpla un año a partir de la fecha del fallo del Juez Walsh para presentarlo.

15. ¿Hace falta tener un abogado para presentar la solicitud de remoción de las restricciones legales antipandillas?

No necesita tener un abogado, pero lo puede tener si así lo deseara. Podrá asistir con su propio abogado, representarse a sí mismo u obtener un abogado de oficio de forma gratuita comunicándose

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con los abogados de la parte demandante.

16. ¿Cuáles son los factores que se tomarán en cuenta para determinar si puedo ser removido de las restricciones legales antipandillas?

Para los efectos de un mandato antipandillas, una persona es miembro de una pandilla si él o ella "es una persona que participa en o actúa en conjunto con una organización permanente, asociación o grupo de tres o más personas, ya sea formal o informal, teniendo como una de sus actividades primarias la perpetración de actos de desorden público vedados, respondiendo a un nombre común o símbolo o signo de identificación común, y cuyos miembros individual o colectivamente participan en actos de desorden público vedados. La participación o actuación conjunta debe ser más que nominal, pasiva, inactiva o estrictamente técnica." Corresponde a la ciudad comprobar lo antedicho con el fin de conservarlo en el mandato antipandillas.

17. ¿De cuánto tiempo dispongo para solicitar mi remoción de las restricciones legales antipandillas?

Se puede solicitar en cualquier momento a partir de la fecha de vigencia del Acuerdo y durante los tres años y medio subsiguientes.

NUEVOS DECRETOS PARA LA CIUDAD Y EL LAPD

18. ¿Cuáles son los nuevos decretos que el LAPD deberá cumplir?

La ciudad dejará de imponer el cumplimiento de las siguientes disposiciones en cada una de las restricciones legales antipandillas que son motivo de esta demanda.

- Obedecer el toque de queda
- No estar en la presencia de drogas
- No estar en la presencia de alcohol
- Obedecer todas las leyes

Además, la ciudad dejará de entregarle a las personas cualquiera de las restricciones legales antipandillas que son motivo de esta demanda, a menos de adjuntar los documentos adicionales detallados a continuación:

- Notificación que cualquiera de las disposiciones arriba mencionadas que figuran en las restricciones legales antipandillas no se impondrán
- Una petición para ser removido de las restricciones legales antipandillas
- Una lista de recursos para servicios de asesoría para dejar la vida de pandilla

Por último la Oficina del Procurador de la Ciudad no llevará a juicio por violación del toque de queda ningún mandato judicial antipandillas en el caso de un arresto indebido por dicho quebrantamiento de ley.

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IV. INDEMNIZACIONES ADICIONALES EN EL ACUERDO

19. ¿Habrà alguna indemnización a raíz de este Acuerdo?

La ciudad ha acordado transferir \$20,000 a una cuenta para cada una de las hijas de los demandantes nombrados Christian Rodríguez y Alberto Cazarez con fines educativos. Ellos dedicaron tiempo considerable trabajando con los abogados, declarando, compareciendo en tribunales y exponiéndose al escrutinio público. Además de la demanda colectiva Alberto Cazarez está concluyendo reclamos personales contra la ciudad. Por lo tanto los abogados consideran justo que las familias reciban alguna indemnización, y el tribunal fallará sobre estas solicitudes en la audiencia de clausura. Las indemnizaciones no se abonarán a través del fondo del programa de empleos y educación.

20. ¿Qué recibirán los abogados a raíz de este acuerdo?

La ciudad ha acordado abonar a los abogados de la demanda colectiva por el monto de sus servicios y gastos, tales y como establezca el tribunal. Aun cuando los litigantes no hubieran llegado a un acuerdo, los honorarios de los abogados pueden ser concedidos en acciones federales de derechos civiles tales como la presente. El caso tuvo cinco años de duración y los abogados de los Representantes estiman sus honorarios entre \$4.8 y \$9.6 millones de dólares y \$100,000 en gastos. La ciudad abonará también la supervisión del Acuerdo. Estas sumas no se abonarán a través de los fondos destinados para el programa de empleos y educación, el programa de eliminación de tatuajes, u otros beneficios que se le hayan otorgado a usted y otros integrantes de la demanda colectiva. Algunos de los abogados llevando el caso de los Representantes trabajan para un bufete de abogados sin fines de lucro denominado "Public Counsel", el cual depende de honorarios de abogados para poder ofrecer asesoría legal gratuita a las personas de bajos recursos. Hadsell, Stormer y Renick y Orange Law Offices requieren de honorarios de abogados para poder litigar casos de esta importancia.

V. Oponerse al Acuerdo

21. ¿Y en el caso de no estar conforme con el Acuerdo?

Si según su opinión este Acuerdo no es justo y razonable, puede presentar una objeción al Acuerdo enviando una carta declarando su objeción a "*Rodriguez v. City of Los Angeles*." Asegúrese de incluir su nombre, domicilio, número de teléfono y su firma, y los motivos de su objeción al Acuerdo. Enviar su objeción a:

Rodriguez v. City of Los Angeles Objections
c/o CAC Services Group
1601 Southcross Dr W
Burnsville, MN 55306

Su objeción debe constar con sello postal no más tarde del 27 de octubre, 2016. No podrá objetar si usted ya optó quedar excluido.

Podrá también dirigirse verbalmente a la audiencia sobre imparcialidad el día 2 de diciembre, 2016, siempre y cuando haya enviado su objeción por escrito.

22. ¿Qué debo incluir en una objeción?

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Objetar es sencillamente explicarle al tribunal su disconformidad con cualquier aspecto del Acuerdo. Detalle los motivos por los cuales el Acuerdo no es de su conformidad, asegúrese de incluir su nombre, domicilio, número de teléfono y su firma.

VI. LA AUDIENCIA DEL TRIBUNAL SOBRE LA IMPARCIALIDAD

23. ¿Cuándo y dónde decidirá el tribunal si aprueba el Acuerdo?

El tribunal llevará a cabo una audiencia sobre la imparcialidad a las 10 de la mañana el día 2 de diciembre, 2016 en el Tribunal del Distrito de los Estados Unidos, para el Distrito Central de California, 350 W. First St., Courtroom 8C, Los Angeles, CA. En esta audiencia, la Jueza Gee considerará si el Acuerdo es justo, razonable y adecuado. De haber objeciones, la Jueza Gee las tomará en consideración. Luego de la audiencia la Jueza Gee decidirá si aprueba el Acuerdo. No es de nuestro conocimiento cuanto tiempo pueda durar llegar a estas decisiones.

24. ¿Estoy obligado a comparecer en la audiencia?

No. Cualquier pregunta que tenga la Jueza Gee, los abogados de la demanda colectiva le darán la respuesta. Su presencia será bienvenida costeano sus propios gastos. Si envió una objeción la jueza la considerará. No se requiere su presencia en el tribunal para hablar del tema. Con tal de haber enviado por correo a tiempo su objeción por escrito, el tribunal la tomará en consideración. También puede retener los servicios de su propio abogado para que éste acuda, pero no es necesario.

4815-5968-2610, v. 6-5968-2610, v. 1

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Rodriguez/Cazarez Settlement Agreement

EXHIBIT B

Jobs & Education Program

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

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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.

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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.

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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"

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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

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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

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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

Rodriguez/Cazarez Settlement Agreement

EXHIBIT C

Expedited Removal Process

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

Rodriguez/Cazarez Settlement Agreement

EXHIBIT D

Rodriguez, Cazarez, Orange Structures

**Exhibit D to the
Settlement Agreement and Release**

In consideration of the release set forth above, the City agrees to pay to the sums outlined in this Section 1 below:

- 1.1 Periodic payments made according to the schedule as follows (the "Periodic Payments"):

Payee: Escolastica Camila Rodriguez

CONFIDENTIAL

Payee: Alexa Cazarez

CONFIDENTIAL

Liberty Life Assurance Company of Boston will issue an IRS form 1099misc to the Payee(s) for each year in which the Payee(s) receives payments.

The Periodic Payments as set forth herein are made part of this Exhibit D and do not represent wages subject to FICA and/or FUTA. The total cost to the City for the Periodic Payments portion of the settlement is **\$40,000.00 (\$20,000.00 allocated for each Payee)**, disclosure of which has been required as a condition of settlement. No part of the sum being paid by the City to provide future Periodic Payments as set forth in this Exhibit D may be paid directly to the Plaintiffs and/or Payee(s). The amount paid to the BARCO Assignee (as defined below) will be reported to the BARCO Assignee and not the Payee.

- 1.2 Periodic payments made according to the schedule as follows (the "Periodic Payments"):

The Plaintiffs and their attorney have an agreement to direct periodic payments to Olu K. Orange from the settlement proceeds to fulfill the Plaintiffs' attorney fee obligation, as follows:

Payee: Olu K. Orange

CONFIDENTIAL

2.0 Payee's Rights to Payments

Plaintiffs acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Plaintiffs or any Payee; nor shall the Plaintiffs or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Plaintiffs' attorney, Olu K. Orange, acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by Olu K. Orange or any Payee; nor shall Olu K. Orange or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

3.0 Payee's Beneficiary

CONFIDENTIAL

4.0 Non-Qualified Assignment

4.1 Plaintiffs acknowledge and agree that the City ("Assignor") shall make a non-qualified assignment of the City's liability to make the Periodic Payments referred to in Section 1.1 to BARCO Assignments Ltd. ("the BARCO Assignee"). The Plaintiffs recognize that, in the event of such an assignment, the BARCO Assignee shall be their sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the City shall thereupon become final, irrevocable and absolute. The BARCO Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the City (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.2 Plaintiffs acknowledge and agree that the City ("Assignor") shall make a non-qualified assignment of the City's liability to make the Periodic Payments referred to in Section 1.2 to Structured Assignments, Inc. ("the SAI Assignee"). The SAI Assignee shall fund its obligation by the purchase of the United States Government Securities. All rights of ownership and control of the United States Government Securities, which will be identified in an attachment to the completed Application entitled

Evidence of Assets held in Trust, shall be and remain vested in the SAI Assignee. The SAI Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the City (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

- 4.2 Such assignments, when made, shall be accepted by the Plaintiffs without right of rejection and shall completely release and discharge the City from the Periodic Payments obligation assigned to the BARCO Assignee and the SAI Assignee. The Plaintiffs recognize that, in the event of such an assignment the BARCO Assignee and SAI Assignee shall be the sole obligor(s) with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City shall thereupon become final, irrevocable and absolute.

5.0 **Right to Purchase an Annuity**

The City and/or the BARCO Assignee reserve the right to fund its liability to make Periodic Payments in Section 2.1 through the purchase of an annuity policy from *LIBERTY LIFE ASSURANCE COMPANY OF BOSTON* (the "Annuity Issuer"). The BARCO Assignee shall be the owner of the annuity policy and shall have all the rights of ownership. The BARCO Assignee may have the Annuity Issuer mail payments directly to the Payee(s). The Plaintiffs shall be responsible for maintaining the currency of the proper mailing address and mortality information with the Annuity Issuer.

6.0 **Discharge of Obligation**

The obligation of the City, BARCO Assignee and/or the SAI Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee(s) named in Section 1 of this Exhibit D.