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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHRISTIAN RODRIGUEZ,
ALBERTO CAZAREZ, individually
and as class representatives

Plaintiffs,

vs.

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

Defendants.

Case No.: CV 11-1135-DMG (PJWx)

**ORDER GRANTING PLAINTIFFS’
UNOPPOSED MOTION FOR
FINAL APPROVAL OF
SETTLEMENT [386, 396]**

1 The Court, having considered whether to order final approval of the
2 settlement of the above-captioned action pursuant to the Joint Stipulation of
3 Settlement (“Settlement”), having considered all of the papers and argument of
4 the parties and their counsel, having granted preliminary approval on July 29,
5 2016, having directed that notice be given to all Class Members of preliminary
6 approval of the Settlement and the final approval hearing and the right to object
7 to the Settlement, having considered the objections, and good cause appearing,

8 **IT IS HEREBY ORDERED AS FOLLOWS:**

9 1. Terms used in this Order of Final Approval have the meanings
10 assigned to them in the Settlement.

11 2. This Court has jurisdiction over the claims asserted in the Action by
12 Plaintiffs Christian Rodriguez and the Estate of Alberto Cazarez, and over Class
13 Members and Defendants.

14 3. The Court hereby finds that the Notice of Settlement, as mailed to
15 all Class Members on August 26, 2016, fairly and adequately described the
16 proposed Settlement, the manner in which Class Members could object to the
17 Settlement; was the best notice practicable under the circumstances; was valid,
18 due, and sufficient notice to all Class Members; and complied fully with the
19 Federal Rules of Civil Procedure, due process, and all other applicable laws.

20 4. The Court further finds that a full and fair opportunity has been
21 afforded to Class Members to participate in the proceedings convened to
22 determine whether the proposed Settlement should be given final approval.

23 5. The Court finds that Defendants gave notice of the Settlement to
24 relevant state and federal officials on November 16, 2016, as required under
25 U.S.C. § 1715, which is not fewer than 90 days prior to this order.

26 6. The Court hereby finds that the Settlement is fair, reasonable, and
27 adequate as to the Class, Plaintiffs, and Defendants, and is the product of good
28 faith, arm’s-length negotiations between the Parties, and further, that the

1 Settlement is consistent with public policy and fully complies with all applicable
2 provisions of law.

3 7. The Court finds that while Plaintiffs have already established
4 Defendant City's liability with respect to their classwide Due Process claims,
5 there is a high level of uncertainty surrounding a damages award from a jury.
6 While a jury could award class members significant actual damages, a jury could
7 also determine that damages to class members were only nominal.

8 8. The Court finds that the Settlement is preferable to lengthy,
9 expensive litigation with uncertain results. The Parties anticipated that trial
10 would last five to sixteen days, involving up to dozens of witnesses and as many
11 as 140 exhibits. The Court also finds that the Settlement includes relief that
12 Plaintiffs could not otherwise obtain from the Court, notably the expedited
13 procedures to seek removal from a gang injunction.

14 9. The Court finds that there is a risk that the class would be
15 decertified mid-trial or post-trial, depending on the evidence presented.

16 10. The Court finds that the Settlement provides substantial value to
17 class members through the multiple types of benefits:

18 a. The Jobs and Education program provides class members with
19 educational and job training services, and certain class members can
20 also receive a stipend. Class Members with a satisfying career can
21 seek additional educational benefits or supportive services to assist
22 them in job retention. Class members who cannot or do not wish to
23 take advantage of the Jobs and Education benefit can transfer the
24 benefit to a close relative. The Jobs and Education Program will be
25 monitored by a third-party evaluator from California State
26 University, Northridge, on an annual basis, to ensure that class
27 members receive a valuable benefit. The City will contribute a
28 minimum of \$4.5 million and a maximum of \$30 million of new,

1 non-supplanting funds to the Jobs and Education Program over a
2 period of four years.

- 3 b. The expedited procedure to seek to be removed from the gang
4 injunction by a hearing before a federal magistrate judge provides
5 class members a benefit of significant value. The procedure is
6 offered only to class members and guarantees a decision on the
7 petition within a certain time frame as well as the opportunity to
8 present evidence before a federal judge, neither of which is provided
9 to non-class members.
- 10 c. The tattoo removal services provided by the Settlement offer class
11 members value. The City has agreed to pay up to \$150,000 per year
12 for such services.
- 13 d. The injunctive relief preventing the enforcement of four provisions
14 of the class gang injunctions—Obey curfew; Do not be in the
15 presence of drugs; Do not be in the presence of alcohol; and Obey
16 all laws—provides significant value to Class Members.

17 11. The Court finds that the Settlement was entered into based on a
18 comprehensive picture of the strengths and weaknesses of Plaintiffs' remaining
19 claims. The Settlement was entered into on the eve of trial, long after discovery
20 was long complete, and after the Court had ruled on cross-motions for summary
21 judgment and motions *in limine*.

22 12. The Court finds that Class Counsel are highly experienced in class
23 action and civil rights litigation, and that they have demonstrated a high degree
24 of competence in the litigation here, having secured a preliminary injunction,
25 class certification, and partial summary judgment in favor of Plaintiffs. Class
26 Counsel strongly believe that the Settlement is a fair, reasonable, and adequate
27 resolution of the claims of the Class and is preferable to going to trial. The
28 Court accords great weight to their recommendation.

1 13. A governmental participant, the City of Los Angeles, has approved
2 this Settlement, and the Los Angeles City Council voted unanimously to approve
3 it. The Court finds that this participation of a governmental entity weighs in
4 favor of final approval.

5 14. The Court further finds that the response of the Class to the
6 Settlement supports approval of the Settlement. Named Plaintiffs and other
7 Class Members responded favorably to the Settlement. Furthermore, out of the
8 5,606 Notices Packets mailed to class members, there was only one response that
9 could reasonably be construed as an objection, and a conditional objection was
10 raised by an organization that may include class members.

- 11 a. The objector Terrence Kelley objects because he believes that the
12 job program is “excellent” but that class members should receive
13 additional compensation. The Court finds that given the extreme
14 uncertainty as to the amount of damages that could be obtained at
15 trial, Class Members are being fairly and adequately compensated
16 for their claims.
- 17 b. A conditional objection was submitted by Peter Arellano, Jose Reza,
18 and Youth Justice Coalition (collectively, the “Youth Justice
19 Coalition Plaintiffs”), plaintiffs in the case *Youth Justice Coalition,*
20 *et al. v. City of Los Angeles, et al.*, Case No. 2:16-cv-07932-VBF-
21 RAO (C.D. Cal.). The Youth Justice Coalition Plaintiffs object to
22 the Settlement only if the Release Provision is construed to settle or
23 address the claims in their pending separate suit. The Court finds
24 that this case, and the release of claims in this settlement, are and
25 always have been limited to the narrow issue of the legality of the
26 curfew provisions in the class gang injunctions, including the
27 service and enforcement of the curfew provisions. In contrast, the
28 separate action brought by the Youth Justice Coalition plaintiffs

1 concerns the City's method of determining who should be subject to
2 gang injunctions in the first place and the lack of process for a
3 person to challenge application of the gang injunction imposed by
4 the City regardless of whether the injunction contains a curfew
5 provision. In light of these differences, and the fact that the
6 plaintiffs in this case have never brought any claim that would be
7 construed as raising the sorts of issues that are being raised in the
8 Youth Justice Coalition class action, the Court finds that the release
9 agreement here does not implicate that lawsuit. As a result, the
10 Release Provision is not overly broad and does not render the
11 Settlement unfair, inadequate, or unreasonable.

12 There were six individuals who opted out from the Class and therefore are not
13 covered by the Settlement. Those individuals are Jonathan Mejia, Fernando
14 Arteaga, Alejandro Gutierrez, Clemente Richard Jimenez, David Barragan, and
15 Freddie Estrada. (Settlement Agreement, ¶ 31.)

16 15. The Court makes the finding that the Settlement is fair, reasonable,
17 and adequate based on weighing the strength of Plaintiffs' claims and
18 Defendants' defenses with the risk, expense, complexity, and duration of future
19 litigation.

20 16. On November 16, 2016, Defendant served notice of settlement upon
21 the Attorneys General of the United States and of each State in which one or
22 more class members resides, as required by the Class Action Fairness Act, 28
23 U.S.C. § 1715(b). No Attorney General objected to the Settlement.

24 17. In granting final approval of the Settlement, the Court considered
25 the nature of the claims, the value of the settlement, and the fact that the
26 Settlement represents a compromise of the Parties' respective positions.
27 Additionally, the Court finds that the terms of the Settlement have no obvious
28 deficiencies and do not improperly grant preferential treatment to any individual

1 Class Member. Accordingly, pursuant to Rule 23(e), the Court finds that the
2 terms of the Settlement are fair, reasonable, and adequate to the Class and to
3 each Class Member. *See Staton v. Boeing*, 327 F.3d 938, 960 (9th Cir. 2003).

4 18. The Court also hereby finds that Plaintiffs have satisfied the
5 standards and applicable requirements for final approval of this class action
6 settlement under Rule 23, for the reasons stated in the Motion for Final
7 Approval. Accordingly, the Court hereby finally and unconditionally approves
8 the Settlement and authorizes Defendants to provide class members benefits in
9 accordance with the terms of the Settlement.

10 19. The Court orders the Parties to implement, and comply with, the
11 terms of the Settlement.

12 20. The Court approves the settlement of the Released Claims as
13 defined in the Settlement. As of the Effective Date of the Settlement, as defined
14 in the Settlement, all of the Released Claims of each Class Member who did not
15 timely opt out, as well as the Class Representatives' Released Claims, are and
16 shall be deemed to be conclusively released as against Defendants. Except as to
17 such rights or claims that may be created by the Settlement, all Class Members
18 as of the date of this Order of Final Approval who did not timely opt out are
19 hereby forever barred and enjoined from commencing or prosecuting any of the
20 Released Claims, either directly, representatively, or in any other capacity,
21 against Defendant.

22 21. Class Counsel Orange Law Offices, Hadsell, Stormer & Renick, and
23 Public Counsel shall continue to serve as Lead Counsel and shall oversee and
24 perform the duties necessary to effectuate the settlement, including the
25 distribution of attorney's fees and costs.

26 22. Defendants agreed in the Settlement to pay an Incentive Award to
27 named Plaintiffs Christian Rodriguez and the Estate of Alberto Cazarez in the
28 amount of \$20,000 each. These payments shall be payable to BARCO

1 Assignments Ltd. to fund future periodic payments payable to Escolastica
2 Camila Rodriguez and Alexa Cazarez as outlined in Exhibit “A.” The recipients
3 of these payments shall use the funds solely for the purpose of their education.
4 The Court finds that Christian Rodriguez and Alberto Cazarez expended
5 significant time in serving as Class Representatives and vigorously prosecuted
6 the case. In addition, the Court finds that Christian Rodriguez and Alberto
7 Cazarez faced the notoriety and risk of having their names attached to a case
8 concerning gang injunctions. Good cause appearing, the Court hereby GRANTS
9 this request and authorizes Defendants to pay this amount.

10 23. Defendant further agreed in the Settlement to pay the reasonable
11 costs of the Claim Administrator associated with notices to the class and the
12 administration of the Settlement up to an amount of \$150,000 over the four-year
13 period. Good cause appearing, the Court hereby authorizes payment to CAC
14 Services, Inc., in accordance with the terms of the Settlement.

15 24. The Parties have agreed that Defendant will pay Class Counsel
16 attorney’s fees and costs in the amount of \$5,750,000. These fees and costs will
17 be payable in two installments: \$2.75 million in the fiscal year ending June 30,
18 2017, and \$3 million in the fiscal year beginning July 1, 2017, paid in
19 accordance with instructions from Plaintiffs’ counsel. The Court has reviewed
20 Plaintiffs’ Motion for Attorney’s Fees, Defendant’s Opposition to that Motion,
21 Plaintiffs’ Reply papers, and the supporting documentation. [Doc. ## 386, 394,
22 and 397.] Having reviewed and analyzed those materials and the outstanding
23 result achieved, and under the totality of the circumstances, the Court finds that
24 attorney’s fees in the amount of \$5,750,000 is reasonable. Defendants shall have
25 no further liability for costs, expenses, interest, or for any other charge, expense,
26 or liability, in connection with the above-captioned action except as provided in
27 the Settlement. The Parties agree that the Settlement shall not prejudice or
28 prohibit Plaintiffs from seeking additional fees should Plaintiffs have reasonable

1 need to enforce the Settlement Agreement against the City.

2 25. The Court hereby grants final approval of the Settlement and, in
3 accordance with the terms of the Settlement, will enter judgment approving the
4 terms of the Settlement and ordering that the Action be dismissed in accordance
5 with the Settlement. The Action will be dismissed on the merits with prejudice
6 on a class-wide basis. The Named Plaintiffs' Released Claims, as set forth in the
7 Settlement, will be dismissed on the merits with prejudice.

8 26. Without affecting the finality of the Judgment and this Order of
9 Final Approval, the Court retains exclusive and continuing jurisdiction over the
10 Action, Plaintiffs, all Class Members, and Defendants for purposes of
11 implementing and enforcing the Judgment, this Order of Final Approval, and the
12 Settlement, and for purposes of considering any future motion for reasonable
13 attorney's fees arising from a reasonable need to enforce the Settlement
14 Agreement against the City. Nothing in the Judgment or this Order of Final
15 Approval precludes any action to enforce the Parties' obligations under the
16 Settlement or under the Judgment and this Order of Final Approval.

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

25 28. All personal information provided by class members in order to
26 participate in any portion of the settlement, including the Jobs and Education
27 program, Expedited Gang Injunction Removal process, tattoo removal, or any
28 other aspect of this Settlement, shall be used by the Parties solely for the

1 purposes of determining eligibility for settlement benefits and for providing
2 those benefits, and shall not be shared with any other local, state, or federal law
3 enforcement agencies or personnel or used for any other purpose. Such
4 personal information includes, but is not limited to, name, address, date of
5 birth, and social security number. Nothing in this paragraph shall preclude the
6 Los Angeles Police Department or the City Attorney's Office from using or
7 sharing this information as needed for the Expedited Gang Injunction Removal
8 process.


9 29. If the Settlement does not become final and effective in accordance
10 with the terms of the Settlement, this Order of Final Approval and all orders
11 entered in connection herewith shall be vacated and shall have no further force or
12 effect.

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14 **IT IS SO ORDERED.**

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16 DATED: March 24, 2017



DOLLY M. GEE
UNITED STATES DISTRICT JUDGE

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