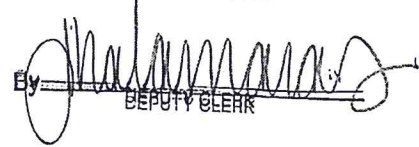


1 Antionette Dozier, SBN 244437
2 Richard Rothschild, SBN 67356
3 WESTERN CENTER ON LAW AND POVERTY
3701 Wilshire Blvd., Suite 208
Los Angeles, CA 90010
4 T: (213) 487-7211
F: (213) 487-0242
5 Email: adozier@wclp.org;
rrothschild@wclp.org

6
7 Attorneys for Plaintiffs
(Additional counsel on next page)

FILED
Clerk of the Superior Court

SEP 25 2018

By  DEPUTY CLERK

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SOLANO

11 GLORIA MATA ALVARADO and
12 TONESHAWA JONES,

13 Plaintiffs,

14 v.

15 SUPERIOR COURT OF CALIFORNIA FOR
16 THE COUNTY OF LOS ANGELES,

17 Defendant.

) CASE NO. FCS050284

)
) [Transferred from Los Angeles Superior
) Court, Case No. BC628849 Per Order of Hon.
) Leslie Nichols, dated 2/5/18]

)
) JOINT REQUEST FOR
) CONDITIONAL DISMISSAL WITH
) PREJUDICE; JOINT REQUEST FOR
) RETENTION OF JURISDICTION
) FOR ENFORCEMENT; [PROPOSED]
) ORDER
)
)
)

20
21 Complaint Filed: August 2, 2016
22
23
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25
26
27
28

1
2 (Attorneys for Plaintiffs continued from first page)

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dporter@aclusocal.org

15 Michael D. Seplow, SBN 150183
Colleen M. Mullen, SBN 299059
16 SCHONBRUN SEPLOW HARRIS &
HOFFMAN LLP
11543 West Olympic Boulevard
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18 T: (310) 396-0731
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Email: mseplow@gmail.com
20 cmullen.sshh@gmail.com

21 CT Turney, SBN 279241
22 A NEW WAY OF LIFE REENTRY
PROJECT
23 P.O. BOX 875288
Los Angeles, CA 90087
24 T: (323) 563-3575
25 F: (323) 563-3445
Email: ctturney@anewwayoflife.org

1 PLEASE TAKE NOTICE that, upon a Settlement and Release Agreement entered into by
2 all parties, a copy of which is attached hereto as Exhibit A and the terms of which are incorporated by
3 reference herein, and pursuant California Rule of Court 3.1385(c), Plaintiffs Gloria Mata Alvarado
4 and ^{AND ALL OF US OR NONE OF US, Southern California} Toneshawa Jones hereby conditionally dismiss all Defendant with prejudice from this action in
5 its entirety. Plaintiffs shall file a request for a dismissal with prejudice no later than 10 days after the
6 12-month monitoring period ends. See CRC3.1385(c)(1).
7

8 All parties hereby request that, pursuant to Code of Civil Procedure § 664.6, Judge Leslie
9 ^{OR OTHER DULY ASSIGNED JUDGE OF THE COURT} C. Nichols of this Court retain jurisdiction over the parties to enforce the Settlement and Release
10 Agreement.
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1 Dated: September 14, 2018

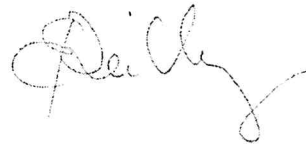
WESTERN CENTER ON LAW AND POVERTY

2
3 

4 By: _____
5 Antionette Dozier
6 Attorneys for Plaintiffs Gloria Mata
7 Alvarado and Toneshawa Jones

8
9
10 Dated: September 14, 2018

JONES DAY

11 

12 By: _____
13 Erica L. Reilley
14 Attorneys for Defendant Superior Court
15 of California, County of Los Angeles
16
17
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19
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21
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1
2
3 ORDER
4

5 Upon the request of the parties, and good cause appearing, IT IS HEREBY ORDERED:

6 1. This action is conditionally dismissed with prejudice as to all parties.

7 *JCN* 2. ~~Plaintiffs Gloria Mata Alvarado and Toneshawa Jones~~ *HAND ALL OF US OR NONE OF US, SOUTHERN CALIFORNIA, PLAINIFFS* hereby conditionally dismiss all

8 Defendant with prejudice from this action in its entirety. Plaintiffs shall file a request for a
9 dismissal with prejudice no later than 10 days after the 12-month monitoring period ends.

10 *JCN JUDGE OTHER DUTY ASSIGNED JUDGE OF THE COURT.*
11 3. Judge Leslie C. Nichols of this Court retains jurisdiction over the parties to enforce

12 the Settlement and Release Agreement.

13 Dated: SEPTEMBER 19, 2018

14 *Leslie C. Nichols*

15 Leslie C. Nichols (Ret.)
16 Judge of the Superior Court

17 *+ HANDWRITTEN ADDITIONS TO ORDER INSERTED AFTER*
18 *THE COURT RECEIVED WRITTEN CONCURRENCE OF COUNSEL FOR*
19 *THE PARTIES. JCN, JUDGE*

EXHIBIT A

EXHIBIT A

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into between Plaintiffs Gloria Mata Alvarado and Toneshawa Jones, and nonprofit organization All of Us or None - Southern California (hereafter collectively, "Plaintiffs"), and Defendant Superior Court of California, County of Los Angeles ("Los Angeles Superior Court" or "LASC"). Plaintiffs and Los Angeles Superior Court may hereafter be referred to together as the "Parties."

RECITALS

1. On August 2, 2016, Plaintiffs filed their Complaint for Declaratory and Injunctive Relief in the action entitled Mata Alvarado et al. v. Superior Court of California, County of Los Angeles, Case No. BC628849, California Superior Court, County of Los Angeles (the "Complaint").

2. In the Complaint, Plaintiffs alleged, inter alia, that the Los Angeles Superior Court improperly acted to suspend the driver's licenses of California motorists for failure to pay traffic fines, without giving individuals adequate notice and opportunity to be heard on their ability to pay, and without making a finding that the failure to pay was willful.

3. In the Complaint, Plaintiffs alleged that the actions of the LASC violated various provisions of the Vehicle Code, Penal Code, and Government Code and rights guaranteed under the California and United States Constitutions.

4. The Los Angeles Superior Court has taken affirmative actions to modify its forms and procedures relating to ability to pay determinations in the Los Angeles Superior Court.

5. Without admitting that the allegations made in the Complaint were true or constituted valid causes of action, the Los Angeles Superior Court has taken certain steps, described more fully below. The Plaintiffs agree that these steps, along with the terms set forth in this Agreement, have resolved the concerns raised in Plaintiffs' Complaint.

6. The Parties now desire to settle all claims and causes of action arising out of and related in any way to the circumstances alleged in the Complaint, on the basis of the representations and promises set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the recitals above, and the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree, covenant, and represent as follows:

A. CHANGES TO LOS ANGELES SUPERIOR COURT'S FORMS AND NOTICES.

1. Los Angeles Superior Court has implemented changes to the notices and forms identified below that it provides to traffic/infraction defendants so that all such forms notify traffic/infraction defendants of (1) their right to seek an "ability to pay" determination at any time between the issuance of a ticket and the time when the fines and fees are paid in full, (2) their right to petition to vacate a civil assessment, and (3) that fees may be required to participate in community

service. Los Angeles Superior Court's changes to its notices and forms are reflected in Exhibits A through E, attached hereto, and as follows:

- (a) The Los Angeles Superior Court provides a notice to all traffic/infraction defendants who are charged with a traffic offense ("I got a ticket. What are my options?") (TRAF 040). The current revised version of this notice is attached hereto as Exhibit A, and incorporated herein by reference.
 - (b) The Los Angeles Superior Court provides a notice to all traffic/infraction defendants who fail to appear in traffic court ("I received a failure to appear notice. What are my options?") (TRAF 052). It is the Los Angeles Superior Court's general practice to mail this notice within 10 days of a defendant's failure to appear. The current revised version of this notice is attached hereto as Exhibit B, and incorporated herein by reference.
 - (c) The Los Angeles Superior Court provides a notice to all traffic/infraction defendants who fail to pay all traffic fines and fees by the due date ("I received a notice of delinquency. What are my options?") (TRAF 053). It is the Los Angeles Superior Court's general practice to mail this notice within 10 days of a defendant's failure to pay. The current revised version of this notice is attached hereto as Exhibit C, and incorporated herein by reference.
 - (d) The Los Angeles Superior Court permits traffic/infraction defendants to demonstrate inability to pay orally in court or in writing using a "petition and order" form (TRAF 051). The petition is available electronically on the court's website, and paper copies are available at the clerk's office, traffic cashier's window, and in traffic courtrooms. The current version of the "petition and order" form is attached hereto as Exhibit D, and incorporated herein by reference.
 - (e) The Los Angeles Superior Court provides traffic/infraction defendants who appear in traffic court with an oral advisement of rights via a tape recording. Los Angeles Superior Court has modified this tape recording to include information about requesting an ability-to-pay determination for traffic fines and fees.
 - (f) The Los Angeles Superior Court provides information about court procedures on its website. LASC has modified its website to include information about filing a petition for an ability-to-pay determination and to vacate a civil assessment. This information is prominently displayed and accessible from the "Divisions – Traffic" landing page. The current version of the Los Angeles Superior Court's website is attached hereto at Exhibit E, and incorporated herein by reference.
2. If a traffic/infraction defendant fails to appear in court or fails to pay the amount due after the Los Angeles Superior Court has entered a judgment, third-party GC Services Limited Partnership ("GC Services") sends the traffic defendant a series of notices. The Parties understand that GC Services has agreed to revise its notices as follows:
- (a) If the Los Angeles Superior Court enters a judgment against any traffic/infraction defendant which requires that defendant to pay an amount of traffic fines or fees, and the defendant fails to pay the ordered amount in the time specified by the judgment, GC Services sends the traffic defendant a "failure to pay notice." The Parties understand that GC Services has revised its "failure to pay notice" to: (A) include information about a defendant's right to

request an ability to pay determination at any time that the judgment remains unpaid, (B) include information about how to request an ability to pay determination from the Court, (C) include information about a defendant's right to petition to vacate a civil assessment, and (D) inform defendants that fees may be required to participate in community service. The Los Angeles Superior Court will request that GC Services consult a readability expert on its "failure to pay notice."

- (b) If a traffic/infraction defendant fails to appear in court by the ticket due date, GC Services sends the traffic defendant a "failure to appear notice." The Parties understand that GC Services has agreed to revise its "failure to appear notice" to: (A) include information about a defendant's right to request an ability to pay determination at any time that the judgment remains unpaid, (B) include information about how to request an ability to pay determination from the Court, (C) include information about a defendant's right to petition to vacate a civil assessment, and (D) inform defendants that fees may be required to participate in community service. The Los Angeles Superior Court will request that GC Services consult a readability expert on its "failure to appear notice."
- (c) If Los Angeles Superior Court amends its contract with GC Services, LASC will ensure that GC Services continues to agree to comply with the Rules of Court, statutes and other applicable law, and the notice provisions outlined in Paragraph A.2(a) and A.2(b), above. If Los Angeles Superior Court contracts with any entity other than GC Services, LASC will ensure that the new contractor agrees to comply with these notice requirements. If Los Angeles Superior Court ceases contracting out collection services, LASC will comply with these notice requirements in the collection notices that it sends out.

B. FUTURE MODIFICATIONS TO NOTICES AND FORMS.

It is the intent of the parties that the notices and forms used by Los Angeles Superior Court shall provide traffic defendants with adequate notice and an opportunity to be heard regarding ability to pay. The Parties also recognize that it may be necessary to make modifications to the notices and forms reflected in Exhibits A through F, or to the GC Services notices described herein, based on changes to the laws, regulations, rules governing traffic fines and fees, or other reasons. The Los Angeles Superior Court maintains its prerogative to make and implement changes to these notices to adjust for administrative or operational changes that are unrelated to the substantive issues in this case. In any event, any and all modifications to the notices and forms within the next twelve months shall be subject to the monitoring provisions discussed *infra*, Paragraph D.

C. TRAINING.

1. The Los Angeles Superior Court has sent a memorandum regarding Rules of Court 4.106, 4.107, and 4.335 to all traffic court bench officers. LASC will continue to provide this memorandum to new traffic court bench officers going forward, or any modified or revised version of it, to all bench officers going forward.
2. Los Angeles Superior Court has provided additional written guidance to all traffic court bench officers regarding the ability-to-pay process and the factors relevant to making an ability-to-pay determination, including the bench officers' discretion to suspend or lower fines and fees based on a defendant's ability to pay, to authorize a payment plan, to authorize community service, or

to vacate or lower the civil assessment based on good cause or a defendant's ability to pay. The Los Angeles Superior Court provides this written guidance to all new traffic court bench officers on an ongoing basis.

3. Los Angeles Superior Court agrees to provide Plaintiffs all materials that revise, update, modify, clarify, or explain the materials in paragraphs C.1 and C.2. LASC agrees that any revisions, updates, modifications, clarification or explanations in those materials shall be consistent with LASC's obligations under the law, this Agreement, and Judicial Council rules.
4. The Los Angeles Superior Court agrees that any and all information or guidance LASC provides to bench officers relating to ability-to-pay, including Rules 4.106, 4.107, or 4.335, shall be consistent with LASC's obligations under the law, this Agreement, and Judicial Council rules.
5. The Los Angeles Superior Court will also provide training to all traffic court clerks and any court personnel staffing traffic court windows regarding the ability-to-pay process and the factors relevant to making an ability-to-pay determination.
6. The Los Angeles Superior Court agrees to provide to Plaintiffs' counsel all written guidance, training materials, and instructions ("Training Materials") that are provided to court staff during the monitoring period relating to the handling of ability-to-pay petitions in the context of traffic citations. LASC shall mark the Training Materials provided to Plaintiffs' counsel as "Confidential Training Materials."
7. For the Training Materials referenced in Paragraph C.6 and the memoranda identified in Paragraphs C.1 and C.2, the Parties agree that Plaintiffs and Plaintiffs' counsel shall:
 - (a) Keep these materials strictly confidential;
 - (b) Ensure that disclosure of these materials is strictly limited to the Parties to this Agreement and their counsel; immediately inform LASC in the event that Plaintiffs or Plaintiffs' counsel learn that disclosure of the materials has occurred in breach of this Agreement; and take reasonable measures to retrieve and return any materials inadvertently disclosed to third parties and to prevent their continued disclosure to the extent possible;
 - (c) Destroy these materials and any copies in electronic form, hard copy, and any other format in a manner that prevents disclosure to third parties within 10 days of the end of the monitoring period and confirm such destruction in writing to LASC at the same time per the notice terms of Paragraph E, *infra*;
 - (d) The confidentiality of these materials shall not apply to materials that are (a) used in an action to enforce this Agreement, except to the extent that LASC obtains a protective order; (b) publicly known at the time of disclosure or subsequently become publicly known through no fault of Plaintiffs or Plaintiffs' counsel; (c) discovered or created by Plaintiffs before disclosure by LASC; (d) learned by Plaintiffs or Plaintiffs' counsel through legitimate means other than from materials provided under this Agreement; or (e) disclosed by Plaintiffs with LASC's prior written approval.

D. MONITORING.

During the 12 months following the date of execution by all Parties of this Agreement, Plaintiffs' counsel shall monitor compliance with this Agreement. The monitoring agreement is attached as Exhibit F.

Nothing in this Agreement shall limit Plaintiffs or Plaintiffs' counsels' legal rights to obtain records, information or materials related to ability-to-pay or other matters from LASC or other entities.

E. DISPUTE RESOLUTION PROCEDURES

The Parties and their counsel shall engage in good faith efforts to resolve any dispute arising under this Agreement informally and in the spirit of cooperation. If, after first attempting informal resolution, any Party or Party's counsel believes that the dispute cannot be resolved informally, that Party or Party's counsel shall send a written notice to all other Parties explaining the basis for the disagreement and requesting that the Parties meet and confer to resolve the dispute. Within 30 days of any Party or counsel sending a written notice to meet and confer regarding a dispute, the Parties shall meet and confer in good faith in an attempt to reach a resolution. If after meeting and conferring the Parties are unable to reach resolution, any Party may file a motion with the Court.

For purposes of this Agreement, notice shall be sent to Plaintiffs by sending an email to all of the following:

Antionette Dozier, Western Center on Law and Poverty
Kevin Reyes, Neighborhood Legal Services of Los Angeles County

For purposes of this Agreement, notice shall be sent to LASC by sending an email to the following:

Erica Reilley, Jones Day

If any of the above individuals become unavailable to receive notice, the parties may designate successors.

F. ATTORNEYS' FEES.

Within 60 days after conditional dismissal of this Action, the Los Angeles Superior Court—as arranged by and through the Judicial Council of California pursuant to Government Code section 811.9 and California Rule of Court 10.202—shall pay to Plaintiffs' counsel the amount of \$87,500 as costs and attorneys' fees in connection with the prosecution of the Action. Payment shall be made to the Western Center on Law and Poverty, which shall be responsible for distributing to each of its co-counsel its appropriate share. The Parties agree that this amount was negotiated separately from their agreement to all other material terms of this Agreement and that it is fair and reasonable.

G. NOTICE OF CONDITIONAL DISMISSAL WITH PREJUDICE.

Upon execution of this Agreement by all Parties, Plaintiffs shall, within a reasonable period of time not to exceed 10 days, prepare a joint notice of conditional dismissal with prejudice of the Action in its entirety as to all parties pursuant to California Rule of Court 3.1385(c). The joint notice

must specify that Plaintiffs shall file a request for dismissal with prejudice no later than ten (10) days after the twelve (12) month monitoring period ends under Paragraph D, above.

It is the intention of the Parties that this Agreement be admissible in court, and be enforceable by the court. Pursuant to Code of Civil Procedure § 664.6, the joint notice of conditional dismissal shall incorporate this Agreement by reference, and shall include a request by the Parties that Judge Leslie C. Nichols retain jurisdiction over the parties to enforce this Agreement through the duration of the twelve (12) month monitoring period (but not after), and shall be in a form substantially similar to Exhibit 5 hereto.

H. GENERAL RELEASE AND COVENANT NOT TO SUE.

Plaintiffs, for themselves, and on behalf of their heirs, assigns, executors, administrators, agents, successors and affiliates, past and present (collectively, "Plaintiffs' Affiliates"), hereby fully and without limitation, release, covenant not to sue, and forever discharge the Superior Court of California for the County of Los Angeles and its officials, officers, employees, representatives, agents, attorneys, divisions, branches, successors and predecessors in interest, and assigns, past and present (collectively, the "Releasees") from any and all rights, claims, demands, liabilities, actions and causes of action whether in law or in equity, suits, damages, injunctions, losses, costs, expenses and compensation, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected ("Claims"), that Plaintiffs or Plaintiffs' Affiliates now have, or may ever have, against Defendant or any other of the Releasees, that arise out of the Action. The Releasees do not include the Department of Motor Vehicles, or any of its officers, employees, or agents.

I. THIS RELEASE APPLIES TO KNOWN AND UNKNOWN CLAIMS.

Plaintiffs acknowledge that they are aware of and familiar with the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Plaintiffs hereby waive and relinquish all rights and benefits to which they may be entitled under California Civil Code Section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.

J. OTHER ACTIONS.

Plaintiffs warrant that they have not filed any other action that arises out of or in any way relates to the Action or any other Claim against the Defendant or any other of the Releasees prior to the Effective Date of this Agreement.

K. NON-ADMISSION OF LIABILITY.

The Parties agree, covenant, and represent that this Agreement shall constitute a compromise of, and full accord and satisfaction of, doubtful and disputed claims. The Parties further agree, covenant, and represent that this Agreement shall not be treated as an admission of liability by Defendant or any other of the Releasees at any time, for any purpose. In addition, this Agreement

shall not be admissible in any proceeding between the Parties, except a proceeding relating to a breach of its provisions after execution.

L. AMBIGUITIES.

This Agreement has been reviewed by the Parties and by their respective attorneys. Further, the Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive any common-law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

M. CHOICE OF LAW.

This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted and enforced pursuant to the laws of the State of California, without regard to or application of any of California's conflict of laws rules.

N. WAIVER OF JURY TRIAL.

Each of the Parties hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Agreement or the transactions contemplated by this Agreement.

O. INTEGRATION.

No promise or inducement has been made by any party other than those set forth in this Agreement. This Agreement constitutes a single, integrated contract expressing the entire agreement of the Parties. There is no other agreement, written or oral, express or implied, between the Parties with respect to the subject matter hereof, except this Agreement.

P. MODIFICATION OR AMENDMENT.

This Agreement cannot be orally modified or amended. This Agreement can only be modified or amended by a written agreement that is signed by representatives of all Parties and that expressly states that the Parties intend to modify or amend a provision of this Agreement.

Q. WAIVER.

No waiver by any Party, at any time, of any breach of or compliance with any condition or provision of this Agreement shall be construed as a waiver of any subsequent breach of the same covenant, term, or provision, or as a waiver of breach of any other covenant, term, or provision.

R. SEVERABILITY.

Should any provision of this Agreement be held invalid or unenforceable by any court of competent authority, such provision shall be validly reformed so as to approximate the intent of the Parties hereto as nearly as possible and, if unenforceable, shall be deemed divisible and deleted,

provided that the remainder of this Agreement shall not otherwise be affected and shall continue in full force and effect.

S. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in counterparts, and if so executed and delivered, all of the counterparts together shall constitute one and the same Agreement.

T. CAPTIONS.

The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

U. EFFECTIVE DATE.

The Effective Date of this Agreement shall be the latest date upon which this Agreement is fully executed by all signatories.

V. MISCELLANEOUS PROVISIONS.

1. The Parties have read this Agreement and fully understand all of its terms; they agree that they have conferred with their attorneys, or have knowingly and voluntarily chosen not to confer with their attorneys about this Agreement; that they have executed this Agreement without coercion or duress of any kind; and that they understand any rights that they have or may have and sign this Agreement with full knowledge of any such rights.

[LEFT INTENTIONALLY BLANK]

2. The Parties acknowledge that no representations, statements, or promises made by the other Party, or by their respective agents or attorneys, have been relied on in entering into this Agreement.

3. The Parties incorporate all recitals into the terms of this Agreement.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, ACCEPT AND AGREE TO THIS AGREEMENT'S PROVISIONS, AND EXECUTE THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated

8/30/18

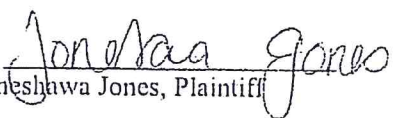
By


Gloria Mata Alvarado, Plaintiff

Dated

8/30/18

By


Toneshawa Jones, Plaintiff

Dated _____

By _____

All of Us or None, Plaintiff

Dated _____

By _____

Superior Court of California, County of Los Angeles,
Defendant

AGREED AS TO FORM:

Dated _____

By _____

Antionette Dozier
Western Center on Law & Poverty
For Plaintiffs

Dated _____

By _____

Erica L. Reilley
Jones Day
For Defendant

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Dated _____

By _____
Gloria Mata Alvarado, Plaintiff

Dated _____

By _____
Toneshawa Jones, Plaintiff

Dated 8-31-18

By [Signature]
All of Us or None, Plaintiff

Dated _____

By _____
Superior Court of California, County of Los Angeles,
Defendant

AGREED AS TO FORM:

Dated _____

By _____
Antionette Dozier
Western Center on Law & Poverty
For Plaintiffs

Dated _____

By _____
Erica L. Reilley
Jones Day
For Defendant

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Dated _____

By _____
Gloria Mata Alvarado, Plaintiff

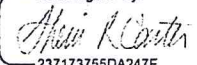
Dated _____

By _____
Toneshawa Jones, Plaintiff

Dated _____

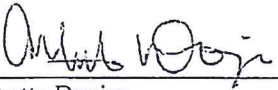
By _____
All of Us or None, Plaintiff

Dated 9/14/2018

DocuSigned by:

By _____
237173755DA247F...
Superior Court of California, County of Los Angeles,
Defendant

AGREED AS TO FORM:

Dated 9/14/2018

By 
Antionette Dozier
Western Center on Law & Poverty
For Plaintiffs

Dated 9/14/2018

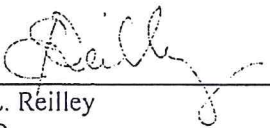
By 
Erica L. Reilly
Jones Day
For Defendant

EXHIBIT A

EXHIBIT A

I GOT A TICKET

WHAT ARE MY OPTIONS?

GO TO LACourt.org

GET HELP WITH YOUR TICKET AT LACourt.org.

Ձեր տոմսակի հարցով օգնության համար այցելեք: LACourt.org

欲获取罚单帮助 请登录: LACourt.org

교통 위반 티켓에 대한 도움을 받으십시오: LACourt.org

Hãy nhờ giúp về giấy phạt của quý vị tại: LACourt.org



NEW

INTERPRETER REQUEST PORTAL

GO TO LACourt.org TO RESERVE AN INTERPRETER FOR YOUR TRAFFIC ARRAIGNMENT.

NO RESERVATION NEEDED FOR SPANISH.

How may I help you?



IMPORTANT

- The due date on your ticket is not a date for you to appear before a judge.
- Failure to take action by your due date, or any subsequent date, may result in additional charges, license suspension, and the addition of a \$300 civil assessment pursuant to Penal Code section 1214.1.

TICKET PAYMENT OPTIONS:

- TRAFFIC PAYMENT PLAN (TPP):** Your citation may qualify for a TPP without having to go to court. Enroll at LACourt.org or at any traffic court location.
- PAY ANYWHERE:** Visit LACourt.org for a list of traffic court locations.
- AUTOMATED TELEPHONE:** Visit LACourt.org for your local area phone number.
- 24 HOUR KIOSKS:** Handle most traffic matters at kiosks outside the Beverly Hills, Chatsworth, Metropolitan, Van Nuys, and West Covina Courthouses. Cash, checks, money orders, and credit cards are all accepted.
- MAIL:** Complete the payment coupon and send the "BAIL AMOUNT" payable to "LA Superior Court."



REQUEST AN EXTENSION TO APPEAR OR PAY:

Visit LACourt.org to see if you qualify for a one-time 60-day extension.



REQUEST TRAFFIC SCHOOL, you may qualify if:

- You have not attended traffic school for a ticket issued within 18 months of the date of this ticket;
- Your speed was not 25 mph or more over the posted speed limit;
- The offense is a moving (driving) violation;
- You were not driving a commercial vehicle or carrying hazardous material; and You have a valid driver's license.
- You have a valid driver's license;

To sign up, pay the bail amount listed on your notice and an additional non-refundable traffic school processing fee of \$64.00. Visit LACourt.org for more information.



PROOF OF CORRECTION: Submit proof of correction and \$25.00 for each corrected violation. Make check payable to "LA Superior Court." Obtain proof of correction at any law enforcement office during business hours. Mail proof of correction, the payment coupon, and the payment in the return envelope provided.



GO TO COURT: If "SEE BELOW" is written in the "BAIL AMOUNT" field on your notice, you are required to appear before a judicial officer. On or before the "DUE DATE," visit LACourt.org and schedule an arraignment or go to any traffic court location.

REQUEST THE FOLLOWING:

- An ability-to-pay determination,
- Community service (A fee may be charged by the agency), and
- Installment payment plans.

Visit LACourt.org or go to any traffic court location to schedule an arraignment and for more information.



CONTEST YOUR TICKET: Pursuant to California Rules of Court, rule 4.105, you are allowed to appear before a judicial officer without depositing bail, subject to certain exceptions. Visit LACourt.org/page/EXGV-CRC4105 to see the rule.

Decide the type of trial you want:

- Court Trial:** Both you and the officer appear in court. Visit LACourt.org to schedule an arraignment or go to any traffic court location. You do not need to deposit bail to schedule an arraignment. Your trial will be scheduled at your arraignment.
- Trial By Declaration:** Both you and the officer write out what you want the court to know about the ticket. This option is an exception to CRC, rule 4.105. You must deposit the full bail amount with the court. Complete the payment coupon with this notice, select "Trial by Declaration," and mail it along with your check to the address shown.

EXHIBIT B

EXHIBIT B

**I RECEIVED A
FAILURE TO APPEAR NOTICE
WHAT ARE MY OPTIONS?
GO TO LACOURT.ORG**

GET HELP WITH YOUR TICKET AT LACOURT.ORG.



Ձեր տոմսակի հարցով օգնության համար այցելեք: LACourt.org

欲获取罚单帮助, 请登录: LACourt.org

교통 위반 티켓에 대한 도움을 받으십시오: LACourt.org

Hãy nhờ giúp về giấy phạt của quý vị tại: LACourt.org

NEW

INTERPRETER REQUEST PORTAL

GO TO LACOURT.ORG TO RESERVE AN INTERPRETER
FOR YOUR TRAFFIC ARRAIGNMENT.

NO RESERVATION NEEDED FOR SPANISH.

How may I help you?



*****IMPORTANT*****

- Court records reflect you failed to take action on your citation by the due date. As a result, DMV has been notified of your failure to appear. An additional charge, pursuant to Vehicle Code section 40508(a), and a \$300 civil assessment, pursuant to Penal Code section 1214.1, have been added to your citation.
- You may deduct the \$300 civil assessment from the "BAIL AMOUNT" if full payment is received within 20 calendar days from the action date indicated on the yellow Notification from the Los Angeles Superior Court.

**THE OPTIONS BELOW ARE ONLY AVAILABLE WITHIN 20 CALENDAR DAYS FROM THE
ACTION DATE ON THE YELLOW NOTIFICATION:**



TICKET PAYMENT OPTIONS:

- **PAY ANYWHERE:** Visit LACourt.org for a list of traffic courthouse locations where you can pay.
- **AUTOMATED TELEPHONE:** Visit LACourt.org for your local area phone number.
- **MAIL:** Send the "BAIL AMOUNT" payable to "LA Superior Court" with the payment coupon.



GO TO COURT OPTION

- To schedule an arraignment date, visit LACourt.org or go to any traffic court location. You may ask for a trial date at the arraignment.
- You do not need to deposit bail to schedule an arraignment date. Pursuant to California Rules of Court, rule 4.105, you are allowed to appear before a judicial officer without depositing bail, subject to certain exceptions. Visit www.LACourt.org/page/EXGV-CRC4105 to see the rule.
- If "SEE BELOW" is written in the "BAIL AMOUNT" field on your Notification, you must appear before a judicial officer.

**TWENTY (20) DAYS AFTER THE ACTION DATE, YOUR CASE WILL BE REFERRED TO A COLLECTIONS VENDOR.
YOU MUST CONTACT THE COLLECTIONS VENDOR TO HANDLE YOUR CITATION.**



Collections Vendor: Contact GC Services

- **BY TELEPHONE:** English: (800) 352-3778 or Spanish: (800) 511-0734
- **BY WEB:** at <http://courtpay.gcserv.com>
- **IN PERSON:** Representatives are available at all traffic court locations.

ADDITIONAL INFORMATION

Pursuant to the California Rules of Court, you can request or file a petition to reduce or vacate the civil assessment or have an ability-to-pay determination.

Visit LACourt.org to download the petition form or go to any traffic court location for more information.

EXHIBIT C

EXHIBIT C

**I RECEIVED A
NOTICE OF DELINQUENCY
WHAT ARE MY OPTIONS?
GO TO LACOURT.ORG**

GET HELP WITH YOUR TICKET AT LACOURT.ORG.



Ձեր տոմսակի հարցով օգնության համար այցելեք: LACourt.org

欲获取罚单帮助, 请登录: LACourt.org

교통 위반 티켓에 대한 도움을 받으십시오: LACourt.org

Hãy nhờ giúp về giấy phạt của quý vị tại: LACourt.org

*****IMPORTANT*****

Court records reflect that you have failed to pay your fine.

If the total amount owed is not received by the court within 20 calendar days, an additional \$300 civil assessment will be added to your citation pursuant to Penal Code section 1214.1, and your case will be referred to collections.

How may I help you?



THE OPTIONS BELOW ARE ONLY AVAILABLE IF SELECTED BY
THE DUE DATE INDICATED ON THE NOTIFICATION.



TICKET PAYMENT OPTIONS:

- **AUTOMATED TELEPHONE:** Visit LACourt.org for your local area phone number.
- **MAIL:** Send the "TOTAL AMOUNT DUE" payable to "LA Superior Court" with the payment coupon.
- **WEB:** Visit LACourt.org to pay the "TOTAL AMOUNT DUE" and close the case.
- **PAY ANYWHERE:** Visit LACourt.org for a list of traffic courthouse locations where you can pay.

AFTER THE DUE DATE, YOUR CASE WILL BE REFERRED TO A COLLECTIONS VENDOR.
YOU MUST CONTACT THE COLLECTIONS VENDOR TO HANDLE YOUR CITATION.



Collections Vendor: Contact GC Services:

- **BY TELEPHONE:** English: (800) 352-3778 or Spanish: (800) 511-0734
- **BY WEB:** at <http://courtpay.gcserv.com>
- **IN PERSON:** Representatives are available at all traffic court locations.

ADDITIONAL INFORMATION

Pursuant to the California Rules of Court, you can request or file a petition to reduce or vacate the civil assessment or have an ability-to-pay determination.

Visit LACourt.org or go to any traffic court location for more information and to download the petition form.

EXHIBIT D

EXHIBIT D

NAME, ADDRESS, AND TELEPHONE NUMBER OF DEFENDANT OR DEFENDANT'S ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: (choose a courthouse)			
DEFENDANT/PETITIONER:			CITATION NUMBER/ LEA:
☐ PETITION AND ORDER TO REDUCE OR VACATE CIVIL ASSESSMENT ☐ PETITION AND ORDER FOR AN ABILITY-TO-PAY DETERMINATION			

Petition to Reduce or Vacate Civil Assessment – California Rules of Court, Rule 4.106

- If you receive a notice that the court has placed a hold on your license and a civil assessment has been added to your citation, you may request that the court reduce or vacate the assessment.
To make the request, you must file a petition with the court to lower or vacate the civil assessment.
- You must file a petition within 20 calendar days from the action date on the notice the court sent you.
- You do not need to pay anything to file this petition.

Note: A petition to reduce or vacate an assessment does not stay any order requiring payment of bail, fines, penalties, fees, or assessments unless specifically ordered by a judicial officer.

Petition for Ability-to-Pay Determination – California Rules of Court, Rule 4.335

- If you cannot pay your ticket, you may request that the court consider your ability to pay, lower your payment, vacate the amount you owe, get on a payment plan, and/or do community service (fees may apply).
- You are eligible if: (1) you are currently on an installment plan, (2) you are performing community service to satisfy your judgment, or (3) your judgment remains unpaid, including when your case is delinquent or in collections.
- You have the right to a review by a judicial officer. This request must be in writing and include any information you want the court to consider in making a decision.
- If an ability-to-pay determination has already occurred, another ability-to-pay determination on the same fines or penalties can be requested when there is a change in your circumstances.

Instructions: Complete and file this form and attach any additional information or documentation you wish the court to consider. (See Page 2 for more information.)

Check one: ☐ This is my first petition. ☐ I have submitted a petition before. (Please explain below.)

Reason for Petition/Change in circumstance:

- ☐ Additional sheets attached to this document.

- ☐ I want the court to make a determination based upon my declaration and supporting documents.
☐ I am requesting to go to court to appear before a judicial officer to be heard on this matter.

Reason you want to appear in court:

- ☐ Additional sheets attached to this document.

DECLARATION

I declare under penalty of perjury, under the laws of the State of California, that the information I have provided with this petition is true and correct.

Date: _____

 Petitioner's Name (PRINT) Petitioner's Signature

INFORMATION

- If you submitted the petition by written declaration, the court will respond to your petition in writing. Please allow up to four weeks for a response.
- If the court requires more information to make its determination, you will be notified in writing of the information needed or if necessary, a hearing date where you will be required to appear in court.

For Petition to Reduce or Vacate Civil Assessment:

- Provide the reason(s) and documentation for your failure to appear on the due date.

For Petition for Ability-to-Pay Determination:

- Provide the reason(s) and any documentation to support your request for an ability-to-pay determination.
- Provide any documentation to support your request, such as:
 - Proof of receiving any public benefits, such as CalWORKSs, General Relief, CalFresh (food stamps), IHSS, SSI, etc.
 - Any recent statements for fixed monthly payments (car, rent, utilities, credit card/student/personal loans, child support, etc.)
 - Pay stubs, disability/retirement income, or any other source of income
 - Bank statements, W-2's, and/or income tax returns
 - Bankruptcy information
 - Work or family obligations or a disability that prevents you from completing community service

IMPORTANT: Once the judicial officer has made a ruling on your petition, the court will throw away any additional documentation you submit with this petition unless you request to have the documentation returned and provide a self-addressed stamped envelope with the proper postage attached.

ORDER

The Court has reviewed and considered the:

- ☐ Petition to Reduce or Vacate Civil Assessment. The court ☐ does ☐ does not find good cause for the failure to appear.
- ☐ Petition for Ability-to-Pay Determination.

The Court Now Orders:

- ☐ Good cause shown, the civil assessment is \$ _____ total. ☐ Civil assessment is vacated.
- ☐ The court reduces the fine to \$ _____. Due by _____.
As to count(s): 1. _____ 2. _____ 3. _____ 4. _____ 5. _____.
- ☐ It is determined that the defendant's ability to pay is \$ _____ per month.
Collections vendor/court staff to set up a payment plan with the defendant.
- ☐ Defendant may complete community service in lieu of paying \$ _____.
- ☐ Driver's license hold released for this citation.
- ☐ Sentence suspended. ☐ As to counts: _____ ☐ All counts.
- ☐ Petition is denied. All previous orders remain in full force and effect. ☐ No further proceedings on this issue.
- ☐ Matter is ordered set for an Ability-to-Pay hearing by the Clerk's Office. Defendant ordered to appear as directed. More information is needed regarding _____.
- ☐ _____

Date: _____

Judicial Officer

For Court Use

Ability-to-Pay Hearing: Your court hearing has been set as follows:

Date: _____ Time: _____ Dept.: _____ Court Location: _____

PROOF OF SERVICE

I certify that I am not a party to this case and that I served a true copy of the Order upon the defendant/counsel at the address shown above: ☐ by placing it in a sealed envelope with postage fully paid for collection and mailing, by the United States Postal Service, at the courthouse in _____, California. ☐ by personally providing a copy to the defendant.

SHERRI R. CARTER, Executive Officer/Clerk

Date: _____

By Deputy

SCAN THIS FORM AS: ☐ PETG (Granted) ☐ PETD (Denied) ☐ PETH (Hearing Set)

EXHIBIT E

EXHIBIT E

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

Search

Home Online Services Forms, Filings & Files Self-Help Civil, Criminal, Family... Jury General Info

Pay Fines Search Records... Forms, Filing Fees... Self-Rep. Info, FAQs... Jury Duty Portal, OGA... Courthouses ADA

Traffic

Traffic Court handles cases that usually begin when a citation or can be issued for violations of traffic laws and other non-traffic

Try our new Audio Help?  [Yes](#) [No](#)

[Pay Traffic Tickets](#)

 May I Help You?
¿En qué puedo ayudarle?

ONLINE SERVICES

Please select a language for online transactions

한국어 선택

Traffic Online Services provides the following options depending on the status of your ticket.

- Pay and Close Your Ticket
- Request a Payment Plan
- Request an Extension
- Request Traffic School
- Reserve a Court Date
- Check Ticket Status

TO START:

If you do not have your ticket number

REQUEST AN INTERPRETER
FOR YOUR TRAFFIC CASE

为您的交通案件申请传译员

- English
- 한국어
- বাংলা
- español
- 中文
- Tiếng Việt

SCHEDULE TRAFFIC CLERK
APPOINTMENT

For faster service regarding your traffic matter, schedule an appointment before visiting the court.

COURT RESOURCES

[Traffic Forms](#)[Traffic Fees](#)[Traffic Courthouses](#)[Traffic Glossary](#)[Court Rules - The rules governing legal proceedings in the Los Angeles Superior Court.](#)[I got a ticket. What are my options? \(english/español\)](#)[I received a failure to appear notice. What are my options?](#)

NEWS & NOTICES

NEWS RELEASES

No current news releases at this time.
[Click to view all News Releases.](#)

NOTICES TO ATTORNEYS

No current notices at this time.
[Click to view all Notices To Attorneys.](#)

NOTICE RE: FINANCIAL HARDSHIP

Defendants may petition the court to reduce or vacate their civil assessment or request an ability to pay determination for traffic/infraction matters. Please click here for more information.

NOTICES TO LAW ENFORCEMENT AGENCIES

[eCitations - The Court plans to deploy a new Traffic Case Management System \(CMS\) in mid 2018 that will provide law enforcement agencies with the option to electronically transmit citation data and document images to the Court.](#)

Si le notificaron que faltó en comparecer en la corte. Cuales son mis opciones?

I received a notice of delinquency. What are my options?

Si le notificaron que no pagó su multa como le ordenaron. Cuales son mis opciones?

OTHER SERVICES / INFORMATION

[DMV Traffic Violators Schools List](#)

[Community Service Referral Agencies List \(04/11/18\)](#)

[Prosecutorial Agency List](#)

[Traffic Resources/Assistance](#)

TRAFFIC Q&A / HOW DO I...

- [Ticket Basics](#)
- [How to Handle Your Ticket](#)
- [Traffic Payment Plan](#)
- [Before Your Court Date](#)
- [Arraignment Hearing](#)
- [Trial Types](#)
- [Trial by Written Declaration](#)
- [Your Day in Court](#)
- [Traffic School](#)
- [Driver's License Suspension](#)
- [Community Service Information Section](#)

MATTERS NOT HANDLED IN TRAFFIC COURT

- Parking tickets are NOT handled by the Traffic Division. These are handled exclusively by the local city or the Los Angeles Parking Violations Bureau. [more information...](#)
- More serious violations such as Driving Under the Influence (DUI), hit and run, and driving on a suspended license because of a DUI are criminal matters and are handled in the court's Criminal Division.

TRAFFIC COURT INFORMATION

- Most tickets can be resolved without the need of scheduling a court appearance by using the Online Services on this website or by phone.
- You may have a lawyer present if you must appear in court but you are not entitled to court appointed counsel for traffic infraction matters.

EXHIBIT F

EXHIBIT F

Mata-Alvarado v. Los Angeles Superior Court
LASC Case No. BC628849

Monitoring Plan

Time Period

- Twelve (12) months following the date of the execution by all parties of the Settlement Agreement.

Monitoring

- The parties' counsel shall meet every six (6) months, if needed, to discuss issues related to the implementation of the Settlement Agreement.
- The parties to the settlement agreement agree that the parties and the parties' counsel may participate in each meeting as necessary to provide information related to implementation.
- The parties' counsel shall exchange the information specified below no later than thirty (30) calendar days prior to each six-month meeting.
- Plaintiffs shall provide LASC with a description of implementation concerns and any available documentation on an ongoing basis, so that LASC may promptly address any issues. Implementation concerns may also be discussed at any of the six-month meetings that might be held. In response to plaintiffs advising of any implementation concerns, LASC shall advise plaintiffs' counsel of its efforts to resolve those concerns.
- If the parties are unable to reach agreement on any implementation concerns, they will follow the dispute resolution procedures outlined in the Settlement Agreement.

Exchange of Data/Information

LASC shall provide the following information and data for the monitoring period prior to each six-month meeting discussed above:

- The total number of traffic court citations filed with LASC during the monitoring period;
- Of the number of citations handled by LASC, the total number of failures to pay during the monitoring period;
- The total number of ability-to-pay petitions filed during the monitoring period;

- The total number of ability-to-pay petitions LASC has adjudicated during the monitoring period;
- The total number of these petitions that have been granted (in whole or in part) or denied during the monitoring period, and the percentages of these petitions that have been granted (in whole or in part) or denied;
- The total number of failure-to-appear and failure-to-pay cases referred to GC Services during the monitoring period;
- The number of ability-to-pay hearings held;
- A random sample of 50 adjudicated ability-to-pay petitions from each of two select courthouses (for a sample of 100 total petitions from these two courthouses) and an additional 25 adjudicated ability-to-pay petitions from the remaining traffic courthouses collectively, for each 6-month period during the monitoring period (for a total sample of 250 petitions during the 12-month monitoring period). For the first 6-month monitoring period, the Parties stipulate that the two selected courthouses will be the Metropolitan courthouse and the Antelope Valley courthouse. Plaintiffs may elect to change those two courthouses for the second monitoring period by providing notice of that request within 30 days of receiving the sample from the first 6-month period, and subject to LASC's agreement, which will not be withheld unreasonably. LASC reserves the right to redact from the sample any traffic court litigants' names, addresses, and citation numbers if necessary.
- Copies of any revisions to the documents identified as Exhibits A through E to the Settlement Agreement relating to the ability-to-pay process and civil assessments.

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PROOF OF SERVICE

Alvarado, et al. v. Superior Court of California, et al.,
Case No. FCS050284

I, the undersigned, say: I am over the age of 18 years and not a party to the within action or proceeding. My business address is 3701 Wilshire Boulevard, Suite 208, Los Angeles, California 90010.

On September 14, 2018, I served the foregoing documents described as **JOINT REQUEST FOR CONDITIONAL DISMISSAL WITH PREJUDICE; JOINT REQUEST FOR RETENTION OF JURISDICTION FOR ENFORCEMENT; [PROPOSED] ORDER** on all interested parties in this action by placing copies thereof enclosed in a sealed envelope addressed as follows:

Erica L. Reilley JONES DAY 555 South Flower Street Fiftieth Floor Los Angeles, CA 90071-2300 Telephone: (213) 489-3939 Facsimile: (213) 243-2539 Email: elreilley@jonesday.com <i>Attorneys for Defendant</i> SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES	Robert A. Naeve JONES DAY 3161 Michelson Dr., Suite 800 Irvine, CA 92612 Telephone: (949) 553-7507 Facsimile: (949) 553-7539 Email: rnaeve@jonesday.com <i>Attorneys for Defendant</i> SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
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☐ BY MAIL - I deposited such envelope in the mail at Los Angeles, California, with first class postage thereon fully prepaid. I am readily familiar with the business practice for collection and processing of correspondence for mailing. Under that practice, it is deposited with the United States Postal Service on that same day, at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing in affidavit; and/or

☒ BY ELECTRONIC TRANSMISSION - I caused such document to be transmitted to the offices of the addressee(s) via electronic transmission at the email address(es) listed above, prior to 12:00 p.m. on the date specified above.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 14, 2018, at Los Angeles, California.

Crista Minneci

Crista Minneci

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO

[X] 580 Texas St, Fairfield, CA 94533

CERTIFICATE AND AFFIDAVIT OF MAILING

CASE NO: FCS050284

I, the undersigned, certify under penalty of perjury that I am employed as a deputy clerk of the above-entitled court and am not a party to the within-entitled action; that I served the attached document:

ORDER ON REQUEST FOR CONDITIONAL DISMISSAL

By causing to be placed a true copy thereof in an envelope which was then sealed and postage fully prepaid on the date shown below; that I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service; that the above stated document will be deposited in the Superior Court of California, County of Solano's outgoing mailbox for collection by county mail carriers on the date indicated. Said envelope was addressed to the attorneys for the parties, or the parties, as shown below:

ANTIONETTE DOZIER, ESQ
3701 WILSHIRE BLVD STE 208
LOS ANGELES, CA 90010

ERICA L REILLEY, ESQ
555 SOUTH FLOWER STREET 15TH FLOOR
LOS ANGELES, CA 90071

ROBERT A NAEVE, ESQ
3161 MICHELSON DR STE 800
IRVINE, CA 92612

JUDGE LESLIE C. NICHOLS
1539 BEGEN AVENUE
MOUNTAIN VIEW, CA 94040-3059

Dated: September 25, 2018

By: J. KALAMAKAS
Deputy Clerk

-CERTIFICATE AND AFFIDAVIT OF MAILING