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8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10 MULTI-ETHNIC IMMIGRANT
11 WORKERS ORGANIZING
12 NETWORK, et al.

13 Plaintiffs,

14 vs.

15 CITY OF LOS ANGELES, et al.,
16 Defendants.

Case No.: CV 07-3072 AHM (FMOx)
[Hon. A. Howard Matz]

SETTLEMENT AGREEMENT

DATE: March 13, 2009

TIME: 3:00 P.M.

COURTROOM: 14

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2 Plaintiffs Kevin Breslin, David Gabriel Eng, Luis Galvez, Gerardo Gomez,
3 Jaime Maldonado, Leopoldo Ortiz, Romualdo Pedro, and Jeremy Rothe-Kushel
4 (“Class Representative Plaintiffs”), individually and on behalf of the classes
5 previously certified by the Court, and all the plaintiffs in the related cases listed in
6 Paragraph 4, *infra*, (“Related Cases”), on the one hand, (collectively “Plaintiffs”);
7 and defendants City of Los Angeles (the “City”), Los Angeles Police Chief William
8 Bratton, Assistant Chief Jim McDonnell, Deputy Chief Cayler “Lee” Carter, Jr.,
9 Commander Louis Gray, Deputy Chief Michael Hillman, Deputy Chief Earl
10 Paysinger, Captain John Egan, Captain Tom MacDonald, and any other individual
11 defendants named in the Related Cases, all in their individual and official
12 capacities, on the other hand, (collectively “Defendants”), by and through their
13 respective counsel, hereby submit the following settlement agreement (“Settlement
14 Agreement”).

I. RECITALS

15
16 The Class Representative Plaintiffs filed the above-captioned action in the
17 United States District Court for the Central District of California (“Court”) on May
18 9, 2007. The several Related Cases were filed in the Central District as well.

19 The Class Representative Plaintiffs asserted they represented a class of
20 persons who were subjected to violation of their First and Fourth Amendment
21 rights, as well as other federal constitutional rights and rights under California state
22 law, as a result of actions by the Los Angeles Police Department (“LAPD”), an
23 agency of the City, surrounding a protest at MacArthur Park on May 1, 2007 (“May
24 1”). The Class Representative Plaintiffs alleged that the LAPD and its personnel,
25 pursuant to policy, violated their rights by, among other things, declaring an
26 unlawful assembly and engaging in excessive force.

27 Over the objections and opposition of the City and other defendants named in
28 the above-captioned case brought by plaintiff Multi-Ethnic Immigrant Workers
Organizing Network (“MIWON”), the Court certified a damages class and an

1 injunctive class on January 8, 2008. Subsequently, the parties engaged in extensive
2 settlement negotiations over six sessions with United States District Court
3 Magistrate Judge Carla Woehrle ("Judge Woehrle"). This settlement, which the
4 parties have reached through arms-length negotiations with the assistance of Judge
5 Woehrle, is the result of those negotiations.

6 The Defendants, the plaintiffs in the MIWON case, and the plaintiffs in the
7 Related Cases, now agree that they wish to avoid the cost, time and risks involved
8 in further litigation of these cases and to bring an end to the litigation.

9 Therefore, the parties agree as follows:

10 **II. DEFINITIONS**

11 1. "Administrator" means the claims administrator chosen by the
12 Plaintiffs and to be appointed by the Court to administer the claims process, pay
13 class claims, cause (if needed) English-language documents disseminated to class
14 members to be translated into Spanish prior to dissemination, issue deficiency
15 notices, publish summary Class Notice, discharge other duties set forth in this
16 Settlement Agreement and handle other tasks necessary and appropriate to
17 completing the claims process.

18 2. A "Damages Class Member" means any class member meeting the
19 following definition (as set forth in the Class Certification Order of January 8,
20 2008):

21 "Those persons who were present on May 1, 2007 in the geographic area
22 bounded by 6th Street (on the north), Alvarado Street (on the east), 7th Street
23 (on the south), and Park View Street (on the west), or the immediately
24 adjacent areas, including from 6th Street west to Lafayette Park, at any point
25 between the hours of 5:00 and 7:00 p.m., who did not engage in any conduct
26 justifying Defendants' dispersal order or the use of force, and who were
27 subjected to the LAPD's use of force, dispersal order or other unlawful police
28 activity arising from the police response to the immigration march and rally."

3. A "Structural Relief Class Member" means any class member meeting

the following definition (as set forth in the Class Certification Order of January 8, 2008):

“Those who in the past have engaged in or who in the future may engage in peaceful demonstrations or protest in the City of Los Angeles and who, at the time they engage in such peaceful demonstrations or protest, were or are:

“(a) The following organizations: Multi-Ethnic Immigrant Workers Organizing Network, Coalition for Humane Immigrant Rights of Los Angeles, Koreatown Immigrant Workers Alliance, Institute for Popular Education of Southern California, Filipino Workers Center, Garment Workers Center (“Plaintiff Associations”);

“(b) Officers, representatives, or members of Plaintiff Associations;

“(c) Persons who attend or participate in Plaintiff Associations' events, including but not limited to their rallies;

“(d) Organizations that advocate, organize, or both advocate *and* organize on behalf of the rights of individuals and associations to engage in speech, assembly, and expression within the scope of the First Amendment of the United States Constitution.

“(e) Persons who participate in public assemblies organized by the organizations described in paragraph (d).”

4. A “Represented Individual” is an individual class member who has been represented individually and as a class member in either the above-captioned MIWON case or in any of the following Related Cases:

RELATED CASES	NUMBER	PLAINTIFF’S ATTORNEY
<i>Santiago v. City of Los Angeles and DOES 1 through 10, inclusive</i>	2:07 CV-02966	Gregory Yates
<i>Brandon Aguilar v. City of Los Angeles, Chief William Bratton, Assistant Chief Jim McDonnell, Deputy Chief</i>	2:07 CV-04131	Luis Carrillo

RELATED CASES	NUMBER	PLAINTIFF'S ATTORNEY
<i>Cayler "Lee" Carter, Jr., Deputy Chief Michael Hillman, Deputy Chief Earl Paysinger, Commander Louis Gray, Captain John Egan, and Does 1 through 20</i>		
<i>Newton v. City of Los Angeles, Chief William Bratton, Deputy Chief Cayler Carter, Commander Louis Gray and DOES 1 through 100</i>	2:07 CV-04455	Ellen Ellison
<i>Lopez v. City of Los Angeles, Chief William Bratton, Deputy Chief Cayler Carter, Commander Louis Gray and Does 1 through 10</i>	2:07 CV-05555	Susan Pintar
<i>Ajuria v. City of Los Angeles, Chief William Bratton, Assistant Chief Jim McDonnell, Deputy Chief Cayler "Lee" Carter, Jr., Deputy Chief Michael Hillman, Deputy Chief Earl Paysinger, Commander Louis Gray, Captain John Egan, Captain Tom MacDonald and Does 1 through 20</i>	2:07 CV-08433	Luis Carrillo
<i>Gudiel v. City of Los Angeles, Chief William Bratton, Assistant Chief Jim McDonnell, Deputy Chief Cayler "Lee" Carter, Jr., Deputy Chief Michael Hillman, Deputy Chief Earl Paysinger, Commander Louis Gray, Captain John Egan, and Does 1 through 100</i>	2:08 CV-01370	Louis Krass
<i>Reyes v. City of Los Angeles, Chief William Bratton, Deputy</i>	2:08 CV-02225	Carl Douglas

RELATED CASES	NUMBER	PLAINTIFF'S ATTORNEY
<i>Chief Cayler Carter, Commander Louis Gray and 10 unknown other named defendants</i>		
<i>Sal Aguilar v. City of Los Angeles, Chief William Bratton, Assistant Chief Jim McDonnell, Deputy Chief Cayler "Lee" Carter, Jr., Deputy Chief Michael Hillman, Deputy Chief Earl Paysinger, Commander Louis Gray, Captain John Egan, Captain Tom MacDonald, and Does 1 through 10</i>	2:08 CV-02301	Jaime Segall-Gutierrez
<i>Ponce v. City of Los Angeles and DOES 1 to 100</i>	2:08 CV-02710	Leo Hernandez

The names of, and counsel for, the Represented Individuals are set forth in Exhibit E. The term "Represented Individuals" in the plural refers collectively to all the Represented Individuals in the MIWON and Related Cases.

5. An "Unrepresented Class Member" is a class member not currently represented by any of the counsel in MIWON or the Related Cases, i.e., a class member who is not a "Represented Individual" as defined in Paragraph 4.

6. "Class Counsel" means Barrett S. Litt, 1055 Wilshire Blvd., #1880, Los Angeles CA. 90017; Carol A. Sobel, 429 Santa Monica Boulevard, Suite 550, Santa Monica, California 90401; and Paul L. Hoffman, 723 Ocean Front Walk, Venice, California 90291.

7. "Matters Alleged in the Lawsuit" refers to the claims for relief and allegations in the MIWON Complaint dated May 9, 2007 ("MIWON Complaint"), as well as the claims for relief and allegations in the operative complaints filed in the Related Cases ("Related Case Complaints"), all of which are based upon actions of the LAPD or its personnel for allegedly violating First or Fourth Amendment

1 rights, as well as other federal and state-law rights, in or surrounding MacArthur
2 Park on May 1.

3 8. "Released Persons" means the Defendants and their affiliates,
4 subsidiaries, predecessors, successors, and/or assigns, together with past, present
5 and future officials, employees, representatives, attorneys, and/or agents.

6 9. "LAPD" refers to the Los Angeles Police Department.

7 10. "Class Notice" means the notice in a form substantially similar to that
8 attached hereto as Exhibit B.

9 11. "Effective Date" means the date upon which the anticipated Consent
10 Judgment and Order of Final Approval of Settlement ("Consent Judgment") entered
11 by the Court approving the Settlement Agreement becomes final. If a class member
12 objects to the settlement, the Consent Judgment will be deemed final upon
13 expiration of the time to appeal or, if one or more Notices of Appeal are filed in the
14 Ninth Circuit Court of Appeals, upon exhaustion of all such appeals and any
15 petitions for writs of certiorari. If no class member objects to the settlement, the
16 Consent Judgment will be deemed final upon its entry.

17 12. An "Opt-Out" is any Unrepresented Class Member who files with the
18 Administrator a timely request for exclusion from this Settlement Agreement.

19 13. "Proof of Claim Form" means the Proof of Claim and Release Form
20 that Unrepresented Class Members must use to make a claim for payment from the
21 Post Administration Class Fund, as that term is defined in Paragraph 15, under this
22 Settlement Agreement. A copy of the proposed Proof of Claim Form is attached as
23 the last page of Exhibit B.

24 14. The "Class Fund" is the monetary fund set aside for Unrepresented
25 Class Members who file timely class claims. The Class Fund amounts to \$250,000,
26 inclusive of all costs of class administration.

27 15. The "Post Administration Class Fund" is the Class Fund less costs of
28 class administration.

16. The "Represented Individuals' Fund" encompasses all funds owed to

1 Represented Individuals under this Settlement Agreement. The Represented
2 Individuals' Fund amounts to \$12,600,000, inclusive of all attorney's fees, medical
3 liens and costs.

4 17. "Class Attorney's Fees" are the attorney's fees the MIWON Plaintiffs
5 intend to request that the Court award Class Counsel and the MIWON counsel team
6 collectively pursuant to this Settlement Agreement, which includes the sum of
7 \$3,713,000 for the MIWON counsel, inclusive of all MIWON-related litigation
8 costs, medical liens and medical costs. In addition, Class Attorney's Fees
9 encompass some additional sums allocated to non-MIWON counsel, sums agreed
10 to between MIWON counsel and non-MIWON counsel and in turn individually
11 addressed between non-MIWON counsel and their clients.¹ These fees are all based
12 on both a statutory and class fund fee award available on both the federal and state
13 claims brought in this case. Nothing in this paragraph in any way either increases
14 the total settlement amount owed by the City or imposes any payment obligation on
15 any other Defendant or Released Person.

16 18. The "Claim Cut-off Date" of May 27, 2009, is the date by which any
17 Unrepresented Class Member who wishes to receive payment from the Post
18 Administration Class Fund must file his/her Proof of Claim Form (attached as the
19 last page of Exhibit B).

20 19. The "Bar Date," which is April 27, 2009, is the date by which any
21 class member must file objections, if any, to this Settlement Agreement, or any
22 class member must request exclusion from the settlement. An Unrepresented Class
23 Member requests exclusion from the settlement by sending a request to the
24 Administrator consistent with the terms of Paragraph 59, *infra*. A Represented
25 Individual requests exclusion from the settlement either by failing to provide
26 his/her counsel with a signed authorization or by providing written notice to the
27 Court and parties of his/her intent to exclude him or herself, in either case no later

28 ¹ MIWON counsel intend to advise the Court of the amounts they calculated for the
non-MIWON counsel based on the information made available to MIWON

1 than the Bar Date.

2 **III. DISCLAIMER OF LIABILITY; NO ADMISSION OR WAIVER**

3 20. This Settlement Agreement is for settlement purposes only. Nothing in
4 the Settlement Agreement, its exhibits or other documents incorporated herein shall
5 be construed as, or deemed to be evidence of, a waiver of any defense or legal
6 position otherwise available to any of the Defendants or any other persons. Neither
7 the fact of settlement nor any provision contained in this Settlement Agreement, its
8 exhibits or other documents incorporated herein, nor any party's or other person's
9 performance hereunder shall constitute or be admissible anywhere as (a) evidence
10 establishing or otherwise relating to any claim for relief or any fact alleged by any
11 Represented Individual, Unrepresented Class Member or other person, whether in
12 this action or in any other pending or future action or proceeding; or (b) evidence of
13 any wrongdoing, fault, violation of law, or liability of any kind on the part of any
14 Defendant or other Released Person. The Defendants make no admission of any
15 claim, allegation or fact in the MIWON case, the Related Cases or any other action
16 or proceeding whatsoever. Rather they deny all allegations of wrongdoing and
17 deny any liability whatever to the Represented Individuals, to any Unrepresented
18 Class Member or to any other person. This Settlement Agreement does not create,
19 and is not intended to create, any rights belonging to any non-parties, except as
20 otherwise expressly provided herein.

21 **IV. TERMS OF SETTLEMENT AGREEMENT FOR DAMAGES**

22 21. The parties enter into this Settlement Agreement solely for the
23 purposes of this settlement and its implementation. If the Settlement Agreement
24 does not receive final court approval as provided herein, then this Settlement
25 Agreement shall have no effect whatever, and the parties shall in all respects return
26 to their positions *ex ante*; provided, however, that said return to the parties'
27 positions *ex ante* shall not entitle any party to reimbursement of costs already
28 incurred under this Settlement Agreement, except as otherwise expressly provided

counsel..

1 herein.

2 22. The total monetary settlement in the MIWON and Related Cases
3 collectively, including all payments to Represented Individuals and Unrepresented
4 Class Members, and all payments for class administration (except for special
5 payments for activities requested by the City as provided in Paragraph 54), is
6 \$12,850,000. Payment of said amount shall be the obligation of the City and no
7 other Defendant or person. The City intends to use the proceeds from one or more
8 Judgment Obligation Bonds (hereafter the "Judgment Bond") to fund the Consent
9 Judgment resulting from this settlement. The City will deposit the funds required
10 under this Settlement Agreement forthwith after it receives the proceeds of the sale
11 of the Judgment Bond, the purpose of such sale being to fund the instant settlement.
12 The parties will use their best efforts to facilitate receipt of such funds within 120
13 days of the Effective Date. If, after six months from the Effective Date, the
14 Judgment Bond has not been sold, the City will provide a report to the Court and
15 Class Counsel regarding how it plans to fund the settlement. The failure or inability
16 of the City to sell the Judgment Bond shall not be cause for the City to rescind the
17 Settlement Agreement. The Consent Judgment shall in any event be considered a
18 final non-appealable judgment, collectible under the same legal standard as any
19 final judgment in federal court that has not been appealed, except as otherwise
20 provided in this Settlement Agreement. Other provisions of this paragraph
21 notwithstanding, the City shall advance to the Litt, Estuar, Harrison & Kitson
22 Client Trust Account" \$50,000 of the \$250,000 constituting the Class Fund (the
23 "Advance Payment") for: dissemination of Class Notices and publication of
24 summary Class Notices; processing of class claims; and other reasonably necessary
25 class-administration activities after the Court issues its preliminary approval,
26 including other class administration activities set forth in the Settlement
27 Agreement. In the event no Consent Judgment becomes final, or if the Settlement
28 Agreement is rescinded, any portion of the Advance Payment that the
Administrator has used, including sums paid to organizations pursuant to Paragraph

1 46, *infra*, shall not be refundable; portions of the Advance Payment that the
2 Administrator has not used shall be refundable. Should the total amount required
3 by the Administrator exceed \$50,000, such additional funds shall be drawn from the
4 \$200,000 otherwise designated for payment of claims to Unrepresented Class
5 Members.

6 23. The Represented Individuals' Fund amount of \$12,600,000 shall be
7 applied to settle all the claims of all the Represented Individuals, including all
8 attorney's fees, all liens and costs. Counsel for the MIWON Represented
9 Individuals and counsel for the other Represented Individuals have agreed among
10 themselves on the amounts that each of the Represented Individuals will receive.
11 Each Represented Individual, except Missing Represented Individuals, who are
12 addressed elsewhere in this Settlement Agreement, either has agreed or is expected
13 to agree, to settle hereunder in exchange for the amount designated for him/her by
14 counsel. (See Paragraph 28 for the City's right to rescind this Settlement
15 Agreement should the City fail to receive a signed authorization evidencing such
16 agreement.) Counsel for the MIWON Represented Individuals and counsel for the
17 other Represented Individuals have also agreed among themselves on the amounts
18 and manner in which attorney's fees included within the Represented Individuals'
19 Fund will be distributed among counsel; provided, however, that non-MIWON
20 Represented Individuals might have agreements with their counsel regarding
21 percentage divisions of their settlements as a means of determining attorney's fees.

22 24. It is expressly understood that Plaintiffs' potential claim for statutory
23 attorney's fees was a substantial factor in arriving upon the final settlement amount
24 of \$12,850,000. Although the parties did not set a specific figure for attorney's fees
25 in agreeing upon the final settlement amount, they understood that the statutory
26 attorney's-fee claim materially and substantially increased the final settlement
27 amount from what it otherwise would have been.

28 25. Except as provided under Paragraph 29, *infra*, and subject to the terms
of Paragraph 22, *supra*, the City shall transfer the total settlement amount of

1 \$12,850,000 via wire transfer into the "Litt, Estuar, Harrison & Kitson Client Trust
2 Account".

3 26. After the City advances the total settlement amount referenced in the
4 preceding paragraph into the Litt, Estuar, Harrison & Kitson Client Trust Account,
5 a portion of that amount shall be distributed to the Trust Accounts of plaintiffs'
6 counsel in each of the Related Cases as agreed to among all Plaintiffs' counsel.
7 (The MIWON counsel will determine separately and among themselves how to
8 divide attorney's fees among themselves and how to distribute the funds to the
9 Represented Individuals they represent.) The amounts to go to each Trust Account,
10 which constitute the complete payments to each attorney and his/her clients,
11 inclusive of attorney's fees, client damages and all liens and costs, if any, are as
12 follows:

13 A. Gregory Yates: \$525,000

14 B. Ellen Ellison: \$40,000

15 C. Susan Pinter: \$530,000

16 D. Luis Carrillo: \$2,090,000

17 E. Louis Krass: \$50,000

18 F. Carl Douglas: \$352,000

19 G. Leo Hernandez: \$38,000

20 H. Jaime Segall-Gutierrez: \$241,000. At an earlier stage in this
21 litigation, Mr. Segall-Gutierrez represented the following individuals:
22 Summer Reese, for herself and as guardian for her minor child Patrick
23 Reese; Geneva Reese; Ed Cotton; Pedro Reyes; Tania Torres; Miguel
24 Guzman; and Nadia Khan. Those individuals are no longer represented by
25 Mr. Segall-Gutierrez, and they will be paid directly from the Litt, Estuar et
26 al. Client Trust Account.

27 I. Litt, Estuar et al. (for MIWON): \$8,984,000 (which includes the
28 entire \$250,000 Class Fund).

27. It is expressly understood and agreed upon that any and all disputes, or

1 resolution of such disputes, between or among any of the Plaintiffs, or between or
2 among counsel for any of the Plaintiffs, or between or among any Plaintiffs, on the
3 one hand, and their counsel, on the other, over any apportionment, division or
4 transfer of the total settlement amount under the terms of Paragraph 26, *supra*, shall
5 not entitle any such plaintiff or any such counsel to any relief whatever against the
6 City or other Released Person, or impose any duty of any kind upon the City or
7 other Released Person. Plaintiffs and their counsel shall hold the City and all other
8 Released Persons harmless in any dispute, or for any alleged wrong, in any way
9 arising out of any and all distributions referenced in Paragraph 26, *supra*. Plaintiffs
10 and their respective counsel, as reflected in Exhibit E, shall respectively hold the
11 City and all other Released Persons harmless with regard to any dispute, or alleged
12 wrong, in any way relating to any claim by any third-party lienholder to any
13 amount distributed to any Represented Individual herein; provided, however, that
14 the Plaintiffs and their counsel shall only hold the City harmless under the terms of
15 this sentence to the extent that counsel for the debtor-plaintiff(s) in issue have
16 received notice of the subject lien(s) on or before the date that the City has
17 deposited the total settlement amount into the Litt, Estuar, Harrison & Kitson Client
18 Trust Account. Plaintiffs hereby expressly acknowledge receipt of the Notice of
19 Lien issued upon the assets of Tomasa Alvarez by LAC/USC Medical Center and
20 issued by USCB, Inc. by way of letter dated December 29, 2008; and Plaintiffs also
21 expressly acknowledge receipt of the Notice of Lien upon the assets of Antonio
22 Lopez by Presbyterian Community and issued by Health Advocates by way of letter
23 dated January 28, 2008.

24 28. Class Counsel shall provide a signed authorization from each
25 Represented Individual agreeing to the terms of the settlement as it relates to that
26 Represented Individual, redacted to omit personal identifying information other
27 than the Represented Individual's name and attorney, to counsel for the City, either
28 by personal delivery or facsimile, no later than the Bar Date. The City shall be
entitled to treat Class Counsel's failure to provide such a signed authorization for

1 any Represented Individual as that Represented Individual's request for exclusion
2 from the settlement. If any Represented Individual requests exclusion from the
3 settlement or is otherwise excluded from the Settlement, the City shall be entitled to
4 rescind the Settlement Agreement within 20 days after the Bar Date or date of
5 exclusion, whichever is later. Rescission shall return the MIWON and Related
6 Cases to active litigation status; shall provide Plaintiffs the right to reinstate all
7 dismissed individual defendants; and shall revoke and withdraw any and all
8 releases from liability provided by such individual defendants. In addition, the
9 tolling of the statute of limitations shall terminate for the claims for relief against
10 the individual defendants previously dismissed (such statute(s) of limitations
11 having been tolled at the time of the dismissal) on the earlier of (a) 30 days after the
12 rescission or (b) the filing of a notice of reinstatement of claims filed with the
13 Court. In the event the City exercises a right of rescission in accordance with this
14 paragraph, any funds that it has paid or otherwise has transferred or deposited
15 pursuant to this Settlement Agreement shall be returned to it within 10 days of the
16 rescission, less any expenses, fees and costs incurred by the Administrator, such
17 costs to include all sums paid to organizations pursuant to Paragraph 46, *infra*;
18 provided, however, that the Administrator shall make a written accounting, to
19 counsel for the City and to Class Counsel, of all such fees and costs. The
20 Administrator shall forward its written accounting at the same time it returns any
21 funds to the City pursuant to this paragraph.

22 29. Despite the provisions of Paragraph 26, this Settlement Agreement
23 contemplates that there may be some structured settlements for individual plaintiffs.
24 To the extent there are such structured settlements, the City will enter into the
25 appropriate agreements not in conflict with this Settlement Agreement or terms of
26 the Consent Judgment, and will follow any payment instructions it receives
27 pursuant to such structured settlements prior to directing payment of settlement
28 funds into the Litt, Estuar, Harrison & Kitson Client Trust Account. To the extent
there are such structured settlements, the City will deduct payments made pursuant

1 to such instructions from the amount subsequently transferred into the Litt, Estuar,
2 Harrison & Kitson Client Trust Account. The City shall not enter into any
3 structured-settlement agreements or follow any payment instructions thereunder
4 after it directs payment to be made into the Litt, Estuar, Harrison & Kitson Client
5 Trust Account. This Settlement Agreement fixes the total amount that the City will
6 be responsible to pay Plaintiffs collectively, either directly or in the form of a
7 structured settlement. To the extent there are structured settlements, they will be
8 negotiated by counsel for individual Represented Individuals, memorialized in
9 individual settlement agreements, and provided to the Court prior to entry of the
10 Consent Judgment. No structured settlement shall increase the total cost of this
11 settlement to the City or impose any obligations or duties of any kind upon any
12 defendant or Released Person other than the City whatever. Once the Consent
13 Judgment becomes final, it is the Consent Judgment that constitutes the binding
14 settlement terms among the parties. Plaintiffs and their counsel shall hold harmless
15 all Defendants or other Released Persons with regard to any dispute between or
16 among any Plaintiffs, between or among any Plaintiffs' counsel, or between or
17 among any Plaintiffs, on the one hand, and Plaintiffs' counsel, on the other, in any
18 way related to any structured settlement.

19 30. Upon deposit of the total settlement amount into the Litt, Estuar,
20 Harrison & Kitson Client Trust Account, payment of the Post Administration Class
21 Fund shall issue therefrom to the Administrator to permit payment of claims to
22 Unrepresented Class Members who file timely Proof of Claim Forms that the
23 Administrator does not reject. Each such payment shall be issued in an amount not
24 to exceed \$1000. In the event that there are more such claims than can be paid in
25 the amount of \$1000 from the Post Administration Class Fund without depleting it,
26 then the Post Administration Class Fund will be distributed proportionally to each
27 Unrepresented Class Member who files a timely Proof of Claim Form that the
28 Administrator does not reject. If, after payment to each Unrepresented Class
Member the amount owed under the terms of this paragraph, there are funds

1 remaining in the Post Administration Class Fund, then that remaining amount shall
2 revert to the City. Whether or not a portion of the Post Administration Class Fund
3 remains for reversion to the City, the Administrator shall make a written
4 accounting, to counsel for the City and to Class Counsel, of all sums, fees, costs
5 and expenses paid from the Class Fund, including from the Advance Payment. The
6 Administrator shall make the accounting within 60 days from the date the
7 Administrator receives the Post Administration Class Fund for disbursement. Along
8 with the accounting, the Administrator shall provide Class Counsel and counsel for
9 the City with a written report listing the total number of Proof of Claims Forms it
10 received, the total number of claims it paid, and the total number of claims it
11 rejected broken down by the reasons for rejection. The City makes no
12 representations about, and makes no guarantee to any person with regard to, the
13 amount that will ultimately constitute the Post Administration Class Fund. All
14 Plaintiffs and their counsel shall hold the City and all other Released Persons
15 harmless in any dispute in any way arising from the determination of the amount
16 constituting the Post Administration Class Fund or any transfer or distribution of
17 any portion of the Post Administration Class Fund.

18 31. If the City fails to exercise any right of rescission pursuant to this
19 Settlement Agreement, then after all such rights to rescind have expired, but before
20 entry of the Consent Judgment, Plaintiffs shall dismiss from the above-captioned
21 MIWON case and from all the Related Cases, all defendants other than the City,
22 including each and every defendant other than the City named in the Related Cases
23 listed in Paragraph 4, *supra*; provided, however, that in the event the Matters
24 Alleged in the Lawsuit are not resolved with a Consent Judgment that becomes
25 final, such dismissed defendants shall be reinstated to permit the parties to proceed
26 upon the Matters Alleged in the Lawsuit as the parties deem appropriate. In the
27 event of reinstatement, the applicable statute(s) of limitations governing claims for
28 relief related to Matters Alleged in the Lawsuit for each such reinstated defendant
shall be tolled from the date of dismissal to the earlier of (a) 30 days after the

1 rescission or (b) the filing of a notice of reinstatement of claims filed with the
2 Court. . Plaintiffs shall lose any right of reinstatement once the total settlement
3 amount is deposited into the Litt, Estuar, Harrison & Kitson Client Trust Account.
4 Notwithstanding this paragraph or any other paragraph in this Settlement
5 Agreement, Plaintiffs shall promptly dismiss from the MIWON case and all Related
6 Cases any defendant other than the City once Class Counsel receives a document,
7 signed by that defendant, containing the defendant's (a) release of all Plaintiffs
8 from any and all liability, claims for relief or actions in any way arising from the
9 Matters Alleged in the Lawsuit, (b) acknowledgement that the defendant's
10 dismissal under the terms of this sentence shall be withdrawn, and the defendant
11 reinstated into all cases from which the defendant had been dismissed under the
12 terms of this paragraph, should the instant settlement fail to produce a Consent
13 Judgment that becomes final, and (c) acknowledgement that any statute(s) of
14 limitations governing any of the Plaintiffs' claims against the defendant in any way
15 arising from the Matters Alleged in the Lawsuit shall be tolled from the date of
16 dismissal to the earlier of (a) 30 days after the rescission or (b) the filing of a notice
17 of reinstatement of claims filed with the Court. No defendant shall be dismissed
18 under the terms of the preceding sentence until and unless the Court enters a
19 preliminary approval order. Upon reinstatement of any defendant pursuant the
20 terms of this paragraph, such reinstatement automatically triggers revocation and
21 withdrawal of all releases and acknowledgements on the part of that defendant
22 made under the terms of this paragraph.

23 **V. EFFECT OF SETTLEMENT AGREEMENT FOR DAMAGES**

24 32. This Settlement Agreement is subject to and conditioned on a Fairness
25 Hearing conducted by the Court, the Court's final approval of this Settlement
26 Agreement, and entry of the Consent Judgment. The Consent Judgment shall be
27 deemed final only on expiration of the time to appeal by a class member who has
28 filed a timely objection to the settlement, or if a Notice of Appeal by any such
person is filed in the Ninth Circuit Court of Appeals, upon exhaustion of all appeals

1 and petitions for writs of certiorari or the expiration of the time to file such writ
2 petitions. Once final, the Consent Judgment shall be a judgment of this Court,
3 binding and enforceable in accordance with the terms of this Settlement Agreement
4 and applicable law. Subject to any continuing rights of Opt-Outs, the Consent
5 Judgment shall:

6 A. Dismiss with prejudice, in the above-captioned MIWON
7 case and all Related Cases, all claims for damages or other relief against any
8 and all Defendants or other Released Persons, each party therein to bear all
9 its own costs and attorney's fees except as otherwise expressly provided for
10 in this Settlement Agreement;

11 B. Enjoin all Damages Class Members, Structural Relief
12 Class Members and Unrepresented Class Members from asserting against
13 any Defendant or other Released Person any and all claims for damages or
14 other relief which any such class member had, has, or may have in the future
15 in any way arising out of the facts alleged, or in any way related to the claims
16 for relief pleaded, in the MIWON Complaint or Related Case Complaints,
17 which are fully incorporated herein by reference;

18 C. Release each Defendant and other Released Person from
19 all claims for damages or other relief which any Damages Class Member,
20 Structural Relief Class Member or Unrepresented Class Member had, has, or
21 may have in the future, against such Defendant or other Released Person in
22 any way arising out of the facts alleged, or in any way related to the claims
23 for relief pleaded, in the MIWON Complaint or Related Case Complaints;

24 D. Determine that this Settlement Agreement is entered into
25 in good faith, is reasonable, fair and adequate, and in the best interest of all
26 the class members; and

27 E. Reserve the Court's continuing jurisdiction over the
28 parties to this Settlement Agreement, including Defendants, Represented
Individuals and Unrepresented Class Members, to administer, supervise,

1 construe and enforce the Settlement Agreement and/or Consent Judgment in
2 accordance with their terms for the benefit of all parties.

3 F. Reserve the Court's continuing jurisdiction over the
4 parties to this Settlement Agreement to enforce the terms of the separate
5 Structural Relief Agreement and Order thereon ("Structural Relief Order")
6 entered by the Court, and fully incorporated herein, regarding resolution of
7 the injunctive relief class certified by the Court on January 8, 2008.

8 33. The parties will take all necessary and appropriate steps to obtain
9 preliminary and final approvals of the Settlement Agreement, dismissal of the
10 defendants other than the City as provided in Paragraph 31, and dismissal of the
11 MIWON and Related Cases with prejudice at the time the Court enters its Consent
12 Judgment, all parties bearing all their own attorney's fees and costs unless
13 otherwise expressly provided in this Settlement Agreement. If the Consent
14 Judgment is entered and there is an appeal therefrom by an objector, the City will
15 not oppose Plaintiffs' efforts to defend the Settlement Agreement and/or Consent
16 Judgment, which shall be at Plaintiffs' sole expense.

17 34. The Consent Judgment that this Settlement Agreement contemplates
18 resolves in full as of the Effective Date all claims for relief, actions, causes of
19 action, or allegations of any kind that in any way arise from or relate to the Matters
20 Alleged in the Lawsuit, against any or all of the Defendants and other Released
21 Persons by any and all of the Represented Individuals and Unrepresented Class
22 Members, whether based upon any federal, state or local law, law of any foreign
23 nation, regulation, duty, obligation, promise, ordinance or any other legal rule. As
24 of the Effective Date, all the Represented Individuals and Unrepresented Class
25 Members, except Opt-Outs, waive all rights to any and all claims for relief, actions
26 or causes of action in any way arising from or related to the Matters Alleged in the
27 Lawsuit against any and all of the Defendants and other Released Parties, whether
28 based upon any federal, state or local law, law of any foreign nation, regulation,
duty, or obligation, promise, ordinance or any other legal rule.

1 35. As of the Effective Date, the Represented Individuals and the
 2 Unrepresented Class Members, except Opt-outs, and all their agents, attorneys and
 3 assigns, on the one hand, and the Defendants and all of their agents, attorneys and
 4 assigns, on the other, hereby waive and release one another from any and all claims
 5 or rights to pursue, initiate, prosecute, or commence any action or proceeding
 6 against one another before any court, administrative agency or other tribunal, or to
 7 file against one another any complaint regarding acts or omissions with respect to
 8 any Matters Alleged in the Lawsuit, including but not limited to any claims of
 9 malicious prosecution or abuse of process; and further, as it relates to this mutual
 10 waiver and release, expressly waive the provisions of California Civil Code Section
 11 1542, which provides that

12 “a general release does not extend to claims which the creditor does not
 13 know or suspect to exist in his or her favor at the time of executing the
 14 release, which if known by him or her must have materially affected his or
 15 her settlement with the debtor.”

16 36. Upon Entry of the Consent Judgment, each Represented Individual and
 17 Unrepresented Class Member shall be deemed to have consented to the jurisdiction
 18 of the Court. Nothing in this paragraph is intended to negate any prior or other
 19 consent to this Court’s jurisdiction by any Represented Individual, Unrepresented
 20 Class Member or other person.

21 **VI. HANDLING OF MINORS’ CLAIMS**

22 37. Included among the Represented Individuals are minors, some of
 23 whose settlements hereunder are \$6000 or less, and some of whose settlements
 24 exceed \$6000. For those minors who receive, exclusive of attorney’s fees and costs,
 25 settlements of \$6000 or less, blocked accounts are not to be opened, and the money
 26 shall be paid to the parent or other guardian ad litem of the minor for general use
 27 for the minor’s health and well-being in whatever manner the parent or guardian
 28 sees fit; MIWON plaintiffs within this category, along with their counsel, are listed
 in Exhibit F. Non-MIWON counsel shall provide their own lists, in a form

1 substantially similar to Exhibit F, to Class Counsel by March 13, 2009. This
2 paragraph does not impose any duties upon any of the Defendants or other Released
3 Persons.

4 38. For those minors who receive, exclusive of attorney's fees and costs,
5 settlements over \$6000, and who are under the age of 16 as of December 31, 2009,
6 their counsel shall cause to be opened for them blocked interest bearing bank
7 accounts on terms further elaborated in the proposed Consent Judgment (attached
8 as Exhibit C). MIWON plaintiffs within this category, along with their counsel, are
9 listed in Exhibit G. Non-MIWON counsel shall provide their own lists, in a form
10 substantially similar to Exhibit G, to Class Counsel by March 13, 2009. Counsel for
11 any minor encompassed within the first sentence of this paragraph shall file with
12 the Court a record of each such blocked interest bearing account within 90 days
13 from the date the City deposits the total settlement amount into the Litt, Estuar,
14 Harrison & Kitson Client Trust Account pursuant to Paragraph 25, *supra*. It shall be
15 the duty of plaintiffs' counsel to coordinate with Class Counsel to learn the date
16 that such amount is deposited into the Litt, Estuar, Harrison & Kitson Client Trust
17 Account. This paragraph does not impose any duties upon any of the Defendants or
18 other Released Persons.

19 39. Settlement funds for those minors who will be 16 years of age or older
20 as of December 31, 2009, and whose individual settlements exceed \$6000 exclusive
21 of attorney's fees and costs, shall be maintained in their counsel's Client Trust
22 Account so that each such settlement can be expeditiously paid to each such minor
23 at the time of his/her 18th birthday. MIWON plaintiffs within this category, along
24 with their counsel, are listed in Exhibit H. Non-MIWON counsel shall provide their
25 own lists, in a form substantially similar to Exhibit H, to Class Counsel by March
26 13, 2009. This paragraph does not impose any duties upon any of the Defendants or
27 other Released Persons.

28 40. The parties recognize that there may be circumstances in which a
parent or other guardian has a need for the funds in a blocked account for the direct

1 and immediate benefit of a minor plaintiff with an interest in funds in a blocked
2 account, such as for a medical emergency or braces. The Consent Judgment
3 contains procedures under which such parents and guardians may withdraw funds
4 in such cases without the need for court approval.

5 **VII. HANDLING OF MISSING REPRESENTED INDIVIDUALS' CLAIMS**

6 41. There are Represented Individuals whose whereabouts are currently
7 unknown ("Missing Represented Individuals"). Plaintiffs' counsel are currently
8 unable to secure the consent of the Missing Represented Individuals to the
9 settlement.

10 42. The Court has the authority to approve the amount of settlement for
11 the Missing Represented Individuals and to bind them under this Settlement
12 Agreement and the Consent Judgment. Counsel for the Missing Represented
13 Individuals will send written notice to the last known address of each Missing
14 Represented Individual, such notice to set forth the material terms of the settlement,
15 including all waivers and releases and any sum hereunder payable to such Missing
16 Represented Individual, as those terms relate specifically to him/her. The parties
17 shall request, and hereby do so request, that the Court approve settlements as shall
18 be designated for the Missing Represented Individuals. Should the Court fail to
19 approve settlement for all the Missing Represented Individuals in the Consent
20 Judgment, the City and other Defendants reserve the right to rescind this Settlement
21 Agreement. In the event a defendant exercises a right of rescission in accordance
22 with this paragraph, any funds that the City has paid or otherwise has transferred or
23 deposited pursuant to this Settlement Agreement shall be returned to it within 10
24 days of the rescission, less any expenses, fees and costs incurred by the
25 Administrator, such costs to include all sums paid to organizations pursuant to
26 Paragraph 46, *infra*; provided, however, that the Administrator shall make a written
27 accounting, to counsel for the City and to Class Counsel, of all such fees and costs.
28 The Administrator shall forward its written accounting at the same time it returns
any funds to the City pursuant to this paragraph.

1 43. Assuming the Court approval referenced in the preceding paragraph,
2 each Missing Represented Individual's settlement funds will be placed in a
3 separate, special interest bearing trust account, where, absent the Missing
4 Represented Individual's appearance and claim of such funds via such Missing
5 Represented Individual's counsel in the MIWON or Related Cases, the funds will
6 remain until December 31, 2012. If any Missing Represented Individual has not
7 claimed his/her funds by December 31, 2012, then the funds in the account for such
8 individual shall revert to the City. Counsel for any Missing Represented Individual
9 who opens a trust account pursuant to this paragraph shall, at the time the trust
10 account is opened, provide the financial institution holding the funds written notice
11 of the City's reversionary right and all instructions necessary to facilitate such
12 reversion on January 1, 2013. It shall then be the responsibility of the City to
13 initiate the reversionary process and contact any holders of the trust accounts
14 necessary to accomplish it, with which process all Plaintiffs' counsel shall
15 cooperate. Despite the provisions of this paragraph, between January 1, 2013, and
16 December 31, 2018, each Missing Represented Individual shall retain the right to
17 receive from the City (and no other person) the amount of net principal and accrued
18 interest, if any, that was in the trust account at the time the City received funds from
19 it; provided, however, that said Missing Individual shall not be entitled to receive
20 interest accrued after December 31, 2012, if any. The names of, and counsel for, the
21 Missing Represented Individuals will be provided as an exhibit to the proposed
22 Consent Judgment submitted to the Court before the Fairness Hearing.

23 **VIII. TERMS AND EFFECT OF SETTLEMENT AGREEMENT FOR**
24 **STRUCTURAL RELIEF**

25 44. This Settlement Agreement contemplates the Court's separate entry of
26 the Structural Relief Order. A copy of that Order is attached to this Settlement
27 Agreement at Exhibit D and incorporated as though fully set forth herein. The
28 Structural Relief Order provides support for the First Amendment right to assemble
in public places to engage in expressive activity and, thereby, provides a substantial

1 benefit to all the Rule 23(b)(2) class members. In addition, the Court has retained
2 jurisdiction for a period of not less than four (4) years to enter any orders necessary
3 to enforce the terms of the Structural Relief Order.

4 **IX. CLASS COUNSEL FEES**

5 45. The parties agree that the total settlement amount of \$12,850,000
6 includes all attorney's fees and costs and is the total amount that the City owes
7 hereunder. Of the \$12,600,000 from the total settlement amount, Class Counsel
8 shall seek an attorney's fee award of no more than \$3,713,000, inclusive of all
9 litigation costs, medical liens and medical costs, for the MIWON-plaintiffs'
10 counsel. This award encompasses all the attorney's fees and costs for all the
11 MIWON-plaintiffs' counsel, who carried the great burden of the work on behalf of
12 all Plaintiffs' counsel in this case. To the limited extent non-MIWON plaintiffs'
13 counsel are entitled to any statutory or other attorney's fees in the Related Cases,
14 such fees are encompassed in the amounts designated for them and their clients in
15 Paragraph 26 (A)–(I), *supra*. Class Counsel shall provide the Court the amounts
16 they considered in the total amounts paid to non-MIWON plaintiffs' counsel as part
17 of the fee motion. Defendants take no position on the amount of the fees and costs
18 herein sought by Class Counsel.

19 **X. CLASS NOTIFICATION AND CLAIMS ADMINISTRATION**

20 46. In this case, there are not any known mailing lists that contain
21 information allowing identification of Unrepresented Class Members. The most
22 practical way to locate Unrepresented Class Members is through dissemination of
23 Class Notices to those in contact with the organizations that organized the May 1
24 events in and around MacArthur Park, i.e., MIWON, CHIRLA, IDEPSCA, KIWA,
25 Filipino Workers Center, and Garment Workers Center. Such dissemination may be
26 accomplished by distributing Class Notices and Proof of Claim Forms to members
27 of the organizations and to the general population living in, and using the facilities
28 of, MacArthur Park; by distributing Class Notices at various immigrant-rights
rallies, events and meetings, if any, between the Court's preliminary approval and

1 the Claim Cut-Off Date; and by other means of outreach as the Court may order.
2 Accordingly, the Court authorizes each such organization to be paid up to \$4000
3 (with the actual amount to be determined by Class Counsel in consultation with the
4 Administrator) from the Class Fund as a cost of class administration. These
5 expenditures shall be funded from the Advance Payment or, if necessary, from the
6 Class Fund. In exchange, each such organization must devote 100 hours to
7 distribution of Class Notices in areas in which the organization believes it most
8 likely that Unrepresented Class Members may be present. Each such organization
9 shall complete its dissemination of Class Notices and Proof of Claim Forms no later
10 than May 6, 2009, and shall further provide the Administrator written attestation of
11 compliance with the provisions of this paragraph, including compliance with the
12 100-hour distribution requirement herein, no later than the Claim Cut-Off Date. The
13 Administrator shall file all such attestations with the Court no later than June 3,
14 2009.

15 47. All Class Notices shall include a Proof of Claim Form to be used in
16 connection with any claims made against the Class Fund. (See Exhibit B.) The
17 Proof of Claim Form shall require a statement, made under penalty of perjury, that
18 the individual (1) was present on May 1, 2007, in the geographic area bounded by
19 6th Street (on the north), Alvarado Street (on the east), 7th Street (on the south),
20 and Park View Street (on the west), or the immediately adjacent areas, including
21 from 6th Street west to Lafayette Park, at some point between the hours of 5:00
22 p.m. and 7:00 p.m., (2) did not engage in any conduct justifying Defendants'
23 dispersal order or the use of force, and (3) was subjected to the LAPD's use of
24 force, dispersal order or other unlawful police activity arising from the police
25 response to the immigration march and rally. The Proof of Claim Form shall require
26 an additional statement in the claimant's own words setting forth specific facts
27 supporting his/her claim against the Class Fund.

28 48. The Administrator shall be responsible for publishing a summary Class
Notice in La Opinion, once a week for at least three consecutive weeks beginning

1 no later than the week of March 30, 2009. The parties agree that La Opinion is the
2 publication most likely to reach Unrepresented Class Members.

3 49. Except for publication of summary Class Notice in La Opinion,
4 preparation of approximately 10,000 Class Notices for distribution, and provision
5 of Class Notices to those who request them from the Administrator, the
6 Administrator's only responsibilities shall be (a) to process and pay class claims,
7 (b) to process Unrepresented Class Members' objections and requests for exclusion,
8 (c) to file attestations as provided in paragraph 46, *supra*, (d) to use the database(s)
9 normally used by the Administrator to verify the social security number or TIN a
10 claimant has provided on the Proof of Claim Form ("SS Database") (see Paragraph
11 52, *infra*); (e) to select the Investigator referenced in Paragraph 54, *infra*, and cause
12 investigations to be undertaken upon request from the City; (f) to provide
13 documents required by court orders to finalize the class settlement, (g) to provide
14 the accountings, reports and notices to parties and/or counsel, including the total
15 number of Opt-Outs under Paragraph 63, *infra*, pursuant to the terms of this
16 Settlement Agreement, (h) to provide and maintain the lists of rejected claims
17 pursuant to Paragraph 57, *infra*, (i) to return to the City any unused portion of the
18 Post Administration Class Fund or Advance Payment, (j) to return to the City any
19 funds due the City upon rescission of the Settlement Agreement, and (k) to perform
20 any other tasks specified for it in this Settlement Agreement.

21 50. A Proof of Claim Form shall be deemed timely submitted when
22 received by the Administrator, or postmarked for delivery to the Administrator, on
23 or before the Claim Cut-Off Date.

24 51. An Unrepresented Class Member's objection to or request for
25 exclusion from the settlement shall be deemed timely submitted if received by the
26 Administrator, or postmarked for delivery to the Administrator, on or before the
27 Bar Date.

28 52. Prior to payment of any Unrepresented Class Member's claim against
the Class Fund, the Administrator shall ensure that every claimant has provided all

1 the information required by the terms of the Proof of Claim Form. The
2 Administrator shall also take such other steps as it deems reasonably necessary to
3 satisfy itself that claimants were present at MacArthur Park between the hours of
4 5:00 p.m. and 7:00 p.m. on May 1, and that there is a factual basis for the claims.
5 These steps may include (a) checking a social security number or TIN appearing on
6 a Proof of Claim Form, (b) comparing the name of any claimant to the name listed
7 in the SS Database, (c) checking with witnesses listed in the Proof of Claim Form,
8 (d) communicating with the claimant, and (e) otherwise following up on claims.
9 The Administrator shall preliminarily reject any claim upon discovery of any claim
10 in which a social security number or TIN has been used on more than one Proof of
11 Claim Form. The Administrator shall similarly preliminarily reject any claim in
12 which the claimant has not provided all the information required by the terms of the
13 Proof of Claim Form. If the Administrator rejects a claim under the terms of the
14 preceding sentences in this paragraph, such rejection shall not be final. Instead, the
15 Administrator shall provide the claimant a deficiency notice by First Class Mail,
16 and such written notice shall (1) identify the deficiency or deficiencies in the claim
17 and (2) designate a 30-day time limit to provide an opportunity for the claimant to
18 cure all deficiencies. The Administrator shall prepare form deficiency notices and
19 provide them to the parties, who shall have the opportunity to make suggestions
20 regarding the final forms. In determining whether to finally accept or reject a claim,
21 it shall be the responsibility of the Administrator to assess the accuracy and
22 reliability of the claim, including the claimant's response to any deficiency notice.
23 If, upon the expiration of the 30-day period after mailing a deficiency notice, no
24 written explanation is received by, or postmarked for delivery to, the Administrator,
25 the Administrator shall finally reject that claim. The Administrator may finally
26 reject a claim that remains deficient notwithstanding the claimant's response to a
27 deficiency notice.

28 53. Immediately upon entry of the Consent Judgment, the Administrator
shall provide to Class Counsel and counsel for the City, via U.S. Mail, redacted

1 copies of all Proof of Claim Forms that the Administrator determines warrant
2 payment from the Class Fund. The Administrator shall redact such copies to omit
3 all information on each Proof of Claim Form except the specific facts set forth by
4 the claimant to support the claim and the unique Proof of Claim Form number,
5 which the Administrator shall assign to each Proof of Claim Form. Only the
6 Administrator and any Investigator it selects pursuant to Paragraph 54 shall be
7 privy to the other information contained in the Proof of Claim Forms, subject to the
8 terms of Paragraph 64, *infra*. In providing counsel with the redacted copies herein,
9 the Administrator shall identify, by cover letter or other means, all Proof of Claim
10 Forms that the Administrator does not intend to pay, or intends to send deficiency
11 notices on, for whatever reason. If a Proof of Claim Form has not been so
12 designated, that means the Administrator intends to pay the claim without further
13 inquiry.

14 54. Upon receipt of the redacted copies of Proof of Claim Forms
15 referenced in the preceding paragraph, the City shall be entitled to designate Proof
16 of Claim Forms on which it wishes to cause an investigation to be conducted by a
17 private, neutral investigator ("Investigator") of the Administrator's choosing, into
18 truthfulness and merits of any claim raised. In addition, the City may designate
19 categories of claims to be investigated, e.g., claims where more than a certain
20 number of individuals use the same address or claims where the same witness is
21 listed for unrelated claimants. The Administrator shall cause investigations in such
22 cases to be undertaken by the Investigator. The Investigator shall conduct
23 investigations with all due speed. The Investigator shall provide the written results
24 of his/her investigation, including a written conclusion whether the Investigator is
25 reasonably satisfied that the claim is meritorious, to the Administrator. If the
26 Administrator concludes that the claim lacks merit, then the Administrator shall
27 send the claimant a deficiency notice and afford the claimant 30 days from the date
28 the deficiency notice is mailed to provide a written explanation, under penalty of
perjury, for the deficiency. If, upon the expiration of the 30-day period, no written

1 explanation is received by, or postmarked for delivery to, the Administrator, the
2 Administrator shall reject the claim. If the Claimant timely responds to the
3 deficiency notice, the Administrator and the Investigator shall confer. If the
4 Administrator determines that the weight of the evidence in the Proof of Claim
5 Form and response to the deficiency notice indicates that the claim lacks merit, the
6 claim will be rejected. If the Administrator concludes that the weight of the
7 evidence indicates that the claim is meritorious, the claim will be honored and paid.
8 Nothing in this paragraph or any other paragraph in this Settlement Agreement shall
9 require the Administrator or Investigator to inquire into any claimant's citizenship
10 or immigration status.

11 55. Class Counsel shall receive copies of all requests regarding possible
12 investigations of claims and may submit their views regarding the propriety of any
13 investigation sought, and their reasons therefore. Such views expressed by Class
14 Counsel shall not affect the Administrator's duty to cause an investigation to be
15 undertaken upon request by the City.

16 56. The costs of all investigations under Paragraph 54, but not activities
17 listed in Paragraph 52, shall be at the City's sole expense, to be paid by the City
18 based upon bills sent by the Administrator. Accordingly, no portion of the Class
19 Fund, as defined herein, shall be used to pay for any investigation or verification of
20 class claims under Paragraph 54.

21 57. The Administrator will prepare a list of all rejected claims, with the
22 reasons for rejection, and maintain the list until at least December 31, 2014.

23 58. The Parties agree that untimely filed Proof of Claim Forms shall be
24 finally rejected by the Administrator and no payments thereon shall be made.

25 **XI. EXCLUSION FROM SETTLEMENT CLASS: OPT-OUTS**

26 59. Any Unrepresented Class Member who wishes to be excluded from
27 the terms of this Settlement Agreement must submit a request for exclusion by the
28 Bar Date. The request for exclusion must be delivered to the Administrator, or
postmarked for delivery to the Administrator, on or before the Bar Date.

1 60. Each Unrepresented Class Member who requests exclusion from, or
2 objects to, this settlement shall be deemed to have consented to the jurisdiction of
3 the Court with respect to his/her claim, if any.

4 61. Any Unrepresented Class Member who does not request exclusion
5 from the settlement as set forth in this Settlement Agreement shall conclusively be
6 deemed to be bound by the Settlement Agreement and Consent Judgment, including
7 all release provisions, as well as by all subsequent proceedings, orders and
8 judgments herein.

9 62. Any Unrepresented Class Member who becomes an Opt-Out shall not
10 share in any monetary benefits provided by this Settlement Agreement.

11 63. The Administrator will report in writing, via facsimile and electronic
12 mail, to counsel for the City and Class Counsel the names of, and total number of,
13 all Opt-Outs no later than 10 days after the Bar Date. If the total number of Opt-
14 Outs exceeds 25, the City, in its sole discretion, may rescind this Settlement
15 Agreement. In exercising this right of rescission, the City shall provide the
16 Administrator and Class Counsel with written notice of rescission within 20 days
17 after receipt of the Administrator's report providing the total number of Opt-Outs.
18 In the event the City exercises the right of rescission in accordance with this
19 paragraph, any funds paid or deposited pursuant to this Settlement Agreement shall
20 be returned to the City within 10 days of the rescission, less any expenses, fees and
21 costs incurred by the Administrator, such costs to include all sums paid to
22 organizations pursuant to Paragraph 46, *supra*. Rescission shall return the MIWON
23 and Related Cases to active litigation status and result in other actions as set forth in
24 Paragraph 28, *supra*.

25 64. The Administrator shall maintain copies of all Opt-Out forms and data.
26 If the City does not rescind pursuant to the preceding paragraph, and one or more
27 Opt-Outs sue upon Matters Alleged in the Lawsuit, any of the Defendants may
28 inquire of the Administrator for identifying information, not previously provided,
reasonably necessary to determine whether the individual suing opted out of the

1 settlement.

2 **XII. INTEGRATION**

3 65. This Settlement Agreement, together with all exhibits and other
4 documents expressly incorporated herein by reference, supersedes all prior and
5 contemporaneous written or oral agreements and understandings between or among
6 the signatories hereto or their representatives, agents or principals regarding the
7 matters contained herein. As such, this Settlement Agreement is an integrated
8 agreement and contains the entire agreement regarding the matters herein, and no
9 representations, warranties or promises have been made or relied on by any of the
10 signatories hereto, or by their representatives, agents or principals, other than as set
11 forth herein. This Settlement Agreement was drafted by counsel for the parties
12 hereto, and there shall be no presumption or construction against any party.

13 66. Should the Court change any material terms of this Settlement
14 Agreement (which shall expressly include the total settlement amount and other
15 payment terms, conditions and amounts; dismissals and releases; and rescissionary
16 rights specified in different parts of this Settlement Agreement) or the proposed
17 Consent Judgment attached as Exhibit C, the City and the Plaintiffs shall each have
18 the right of rescission, the case will return to active litigation status, the plaintiffs
19 will have the right to reinstate dismissed individual defendants, and all releases
20 shall be withdrawn.

21 **XIII. FAIRNESS HEARING AND FINAL ORDER OF APPROVAL**

22 67. Before this Settlement Agreement becomes final and binding on the
23 parties, the Court shall hold a Fairness Hearing to determine whether to enter the
24 Consent Judgment.

25 **XIV. EXECUTION IN COUNTERPARTS; FACSIMILE SIGNATURES**

26 68. This Settlement Agreement may be signed in counterparts which,
27 when taken together, shall constitute a single, executed agreement. Facsimile
28 signatures shall have the same force and effect as originals.

1 DATED: _____

By: _____

Barrett S. Litt
Class Counsel and Attorney for *MIWON*
Plaintiffs (See Exhibit E)

4 DATED: _____

By: _____

Carol S. Sobel
Class Counsel and Attorney for *MIWON*
Plaintiffs (See Exhibit E)

8 DATED: _____

By: _____

Paul L. Hoffman
Class Counsel and Attorney for *MIWON*
Plaintiffs (See Exhibit E)

12 DATED: _____

By: _____

Gregory Yates
Attorney for *Santiago* Plaintiffs (See
Exhibit E)

16 DATED: _____

By: _____

Luis Carrillo
Attorney for *Brandon Aguilar* Plaintiffs
(See Exhibit E)

20 DATED: _____

By: _____

Luis Carrillo
Attorney for *Ajuria* Plaintiffs (See Exhibit
E)

24 DATED: _____

By: _____

Carl Douglas
Attorney for *Reyes* Plaintiffs (See Exhibit
E)

1 DATED: _____

By: _____

Ellen Ellison
Attorney for *Newton* Plaintiffs (See
Exhibit E)

5 DATED: _____

By: _____

Susan Pinar
Attorney for *Lopez* Plaintiffs (See Exhibit
E)

9 DATED: _____

By: _____

Louis Krass
Attorney for *Gudiel* Plaintiffs (See
Exhibit E)

13 DATED: _____

By: _____

Jaime Segall-Gutierrez
Attorney for *Sal Aguilar* Plaintiffs (See
Exhibit E)

17 DATED: _____

By: _____

Leo Hernandez
Attorney for *Ponce* Plaintiff (See Exhibit
E)

21 DATED: _____

By: _____

Cory Brente
Attorney for Defendants City of Los
Angeles and William Bratton

25 DATED: _____

By: _____

Attorney for Defendant Cayler Carter

1 DATED: _____
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By: _____

Attorney for Defendant Louis Gray