

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

MULTI-ETHNIC IMMIGRANT
WORKERS ORGANIZING
NETWORK, et al.

Plaintiffs,

vs.

CITY OF LOS ANGELES, et al.,

Defendants.

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

PRELIMINARY APPROVAL ORDER

DATE: March 13, 2009
TIME: 3:00 P.M.
COURTROOM: 14

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Upon review and consideration of the Settlement Agreement (a copy of which is attached to this Order as Exhibit A) and the exhibits attached thereto, between the Class Representatives in the above-captioned action, individually and as representatives of the classes certified in this case, and the plaintiffs in the related cases set forth in Paragraph 1, below ("Related Cases"), on the one hand (collectively "Plaintiffs"); and defendants City of Los Angeles (the "City"), Los Angeles Police Chief William Bratton, Cayler Carter, Louis Gray and the other defendants in the Related Cases, on the other hand (collectively "Defendants"),

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

I. PRELIMINARY APPROVAL OF SETTLEMENT

1. This is a class action brought in connection with events at and surrounding a protest at MacArthur Park on May 1, 2007 ("May 1"). Plaintiffs allege that the Los Angeles Police Department ("LAPD"), an agency of the City, violated their First and Fourth Amendment rights by, among other things, declaring an unlawful assembly and engaging in excessive force. The Court, with the approval of all Plaintiffs' counsel, ordered the captioned MIWON class action into mediation, along with the following Related Cases, all of which involved similar allegations:

RELATED CASES	NUMBER	ATTORNEY
<i>Santiago v. City of Los Angeles</i>	2:07 CV-02966	Gregory Yates
<i>Brandon Aguilar v. City of Los Angeles</i>	2:07 CV-04131	Luis Carrillo
<i>Newton v. City of Los Angeles</i>	2:07 CV-04455	Ellen Ellison
<i>Lopez v. City of Los Angeles</i>	2:07 CV-05555	Susan Pintar
<i>Ajuria v. City of Los Angeles</i>	2:07 CV-08433	Luis Carrillo
<i>Gudiel v. City of Los Angeles</i>	2:08 CV-01370	Louis Krass
<i>Reyes v. City of Los Angeles</i>	2:08 CV-02225	Carl Douglas
<i>Sal Aguilar v. City of Los Angeles</i>	2:08 CV-02301	Jaime Segall- Gutierrez
<i>Ponce v. City of Los Angeles</i>	2:08 CV-02710	Leo Hernandez

2. The parties have settled the case as a hybrid settlement. The MIWON counsel represented both the certified 3 class and individual class members in

1 the MIWON case, who alleged they had been injured as a result of the actions of
2 the LAPD on May 1. Other counsel represent additional individuals in the Related
3 Cases who also alleged they had been injured as a result of the actions of the
4 LAPD on May 1. The 297 total individuals represented by the MIWON counsel
5 and other counsel in the Related Cases are hereafter referred to collectively as the
6 "Represented Individuals" whether they are named in any complaint or not. Their
7 names and counsel are listed in Exhibit E to the Settlement Agreement. The
8 settlement negotiations were conducted in such a manner as to compensate the
9 Represented Individuals, inclusive of attorney's fees and costs, and to compensate
10 a residual class composed of class members who do not opt out and who file
11 claims against a residual Class Fund.

12 3. This Order incorporates by reference the definitions in the Settlement
13 Agreement (Exhibit A), and also incorporates Exhibits B through H, thereto. All
14 terms defined therein shall have the same meaning in this Order. This Order is not
15 intended to modify any of the terms of provisions of the Settlement Agreement.

16 4. The Settlement Agreement provides for a total of \$12,600,000 to be
17 paid to the 297 represented individuals and a residual Class Fund of \$250,000
18 (inclusive of costs of class administration). The plaintiffs' counsel who are
19 signatories to the Settlement Agreement (Exhibit A) have warranted that, with the
20 exception of the Missing Represented Individuals and Antonio Lopez, (1) they
21 have authority from each Represented Individual whom they represent to settle the
22 cases on the terms set forth herein, (2) each of their clients is aware of and has
23 authorized the amount each will receive from the settlement, and (3) each of their
24 clients is aware of and has approved the attorney's fee arrangement between
25 counsel and client.

26 5. The parties' Settlement Agreement contemplates that there may be
27 some structured settlements for individual plaintiffs. (A structured settlement
28 refers to an agreement under which a third party is paid by the Defendants to

1 provide agreed upon periodic payments over a defined period of time, rather than a
2 single lump sum payment.) To the extent there are such agreements, funds will not
3 be deposited into any individual accounts but will be directed as required under
4 the terms of the structured settlement agreement. Thus, this Preliminary Approval
5 Order preliminarily approves only the total amount that the City will be
6 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 that plaintiff individually, memorialized in individual
9 settlement agreements, and provided to the court as part of the Consent Judgment.
10 It will be the Consent Judgment, should there be one, consistent with the terms of
11 the Settlement Agreement, that will constitute the binding settlement terms among
12 the parties.

13 6. Class Counsel have represented to the Court that they believe that
14 most of those filing Class Fund claims (as distinct from Represented Individuals)
15 will not have suffered physical injury, and the value of those claims is
16 considerably lower than the value of the claims of those who suffered physical
17 injury.

18 7. Class Counsel have also represented to the Court that they believe that
19 a minority of class members (but most Represented Individuals) received physical
20 injuries while most class members (but few Represented Individuals) received no
21 physical injury. Class Counsel consider a hybrid settlement appropriate as a class
22 settlement because (1) they have been able to assess the damages for the
23 Represented Individuals, the majority of whom received physical and/or
24 significant psychological injury, (2) they consider it likely that most of those who
25 received physical injuries are among the Represented Individuals, and (3) those
26 few class members who have serious injuries and are not among the Represented
27 Individuals will be able to opt out of the settlement and pursue individual
28 remedies.

1 8. The Court is also advised that, pursuant to contract terms between
2 attorney and client, some of the non-MIWON attorneys – but not the MIWON
3 counsel – may receive a percentage of the client’s recovery, as negotiated between
4 attorney and client. Since these agreements are in the non-MIWON cases, they are
5 not subject to court approval. (See Exhibit E for the clients and for their counsel;
6 the non-MIWON clients are those listed as represented by the following non-
7 MIWON counsel: Carl Douglas; Ellen Ellison; Leo Hernandez; Louis Krass; Luis
8 Carrillo; Susan Pintar; James Segall-Gutierrez; and Gregory Yates.)

9 9. The Court is also advised that the settlement provides that minors’
10 claims at or below \$6000 will be designated for general use for the minor’s health
11 and well-being in whatever manner the parent or guardian sees fit, with certain
12 other conditions set forth in the Settlement Agreement and proposed Consent
13 Judgment. For minors receiving above \$6000, they will be either placed in a
14 blocked account or, for those who are 16 or above this year, they will be placed in
15 counsel’s trust account until they turn 18. There are also provisions for
16 withdrawals for the minor’s benefit from any blocked account.

17 10. The Court is further advised that the settlement provides that the
18 awards for Missing Represented Individuals should be approved by the Court
19 unless such individuals have opted out. Prior to the Final Approval Hearing, the
20 Court will be provided with a list of the Represented Individuals who are then
21 missing, and with declarations from their respective counsel regarding the efforts
22 made to locate those individuals.

23 11. The Court is further advised that there is a draft of a Structural Relief
24 Order, attached as Exhibit D, to resolve the injunctive relief claims in this case,
25 which the Court will also be asked to approve at the Fairness Hearing.

26 12. The Court is advised that the settlement includes a component for
27 attorney’s fees amounting to less than the hours recorded and spent on the case
28 multiplied by Plaintiffs’ counsel’s hourly rates, to be taken from the \$12,600,000

1 Represented Individuals' Fund. This fee, not to exceed \$3,713,000 (inclusive of
2 litigation costs and medical costs and medical liens), will be presented to the Court
3 in the form of a motion for approval of attorney's fees ("Fee Motion"), to be
4 considered and ruled on by the Court at the same time as the Fairness Hearing.

5 13. The Court is aware that this matter was mediated by Magistrate Judge
6 Carla Woehrle, and that this settlement was reached at arm's length.

7 14. The Settlement Agreement is hereby preliminarily approved, subject
8 to further consideration thereof at the Fairness Hearing provided for below. The
9 Court finds that the Settlement Agreement is within the range of what would
10 constitute a fair, reasonable, and adequate settlement in the best interests of the
11 class as a whole. The Court also preliminarily finds that it is reasonable to
12 distinguish between the Represented Individuals, whose damages could be
13 individually assessed, and most of whom suffered physical injury, from the
14 residual class, on the assumption that most residual class members did not suffer
15 significant physical or psychological injury, and that those who did would have
16 the choice to opt out of the settlement.

17 15. This preliminary approval includes preliminary approval of the
18 handling of minors' claims and Missing Represented Individuals' claims, as set
19 forth in the Settlement Agreement.

20 16. The Court approves the process for notifying possible class members
21 of the settlement, and the claims process, as set forth in the Settlement Agreement.

22 17. The Court approves the publication of summary Class Notice, as set
23 forth in the Settlement Agreement.

24 18. The Court has previously certified classes under Federal Rules of
25 Civil Procedure 23(b)(2) and 23(b)(3). The Court hereby reaffirms the class
26 definitions as set forth in its order of January 8, 2008.

27 **II. DEADLINES FOR NOTICE, FILING OBJECTIONS AND OPT-**
28 **OUTS, AND DATE OF FAIRNESS HEARING**

1 19. The Court has set the following dates for purposes of this class action:

2 (a) Distribution of Class Notices to participating organizations as
3 provided in the Settlement Agreement – to begin as soon as
4 practicable;

5 (b) Publication of summary notice as provided in the Settlement
6 Agreement (Exhibit A): to begin by the week of March 30, 2009;

7 (c) Filing of Plaintiffs' Motion for Award of Attorneys' Fees and Costs:
8 Must be filed by April 20, 2009;

9 (d) Filing of class members' Objections to any aspect of the Settlement
10 (including Plaintiffs' Motion for Approval of Settlement of
11 Attorneys' Fees and Costs): Must be filed by April 27, 2009;

12 (e) Deadline to opt-out: Must be postmarked or received by April 27,
13 2009;

14 (f) Deadline for filing class claims: Must be postmarked or received by
15 May 27, 2009;

16 (g) Opposition or Reply to Objections (including to objections to award
17 of attorneys' fees and costs): Must be filed by June 8, 2009;

18 (h) Proposed Final Order of Approval of Settlement: Must be filed by
19 June 15, 2009; and

20 (i) Fairness Hearing: June 22, 2009.

21 20. In the event that the Class Notice is not distributed and initially
22 published within the time specified herein, the subsequent dates referenced herein
23 will be deferred for the number of additional days before such notice occurs
24 without the need for additional court approval. However, the Court must approve
25 any change of the date of the Fairness Hearing.

26 21. Pursuant to the terms of the Settlement Agreement, if the total number
27 of Opt-Outs exceeds 25 persons, the City, in its sole discretion, may rescind the
28 Settlement Agreement. The City may also rescind the Settlement Agreement if

1 any of the Represented Individuals, who are listed in Exhibit E, is for any reason
2 excluded from the settlement. The City, in exercising a right of rescission under
3 the terms of this paragraph, shall provide the Administrator and Class Counsel
4 with written notice of rescission (1) within 20 days after receipt of the
5 Administrator's report providing the total number of Opt-Outs, and/or (2) within
6 20 days after the Bar Date or date of any Represented Individual's exclusion from
7 the settlement, whichever is later. In the event the City exercises a right of
8 rescission under the terms of this paragraph, any funds paid or deposited pursuant
9 to this Settlement Agreement shall be returned to the City within 10 days of the
10 exercise of the right to rescind, less any expenses, fees and costs incurred by the
11 Administrator, and the case shall return to active litigation status.

12 **III. CLASS REPRESENTATIVES**

13 22. The Class Representatives are: Kevin Breslin, David Gabriel Eng,
14 Luis Galvez, Gerardo Gomez, Jaime Maldonado, Leopoldo Ortiz, Romualdo
15 Pedro, and Jeremy Rothe-Kushel (per the Court's January 8, 2008, class
16 certification order).

17 **IV. CLAIMS ADMINISTRATOR**

18 23. The Court approves Class Counsel's retention of Gilardi & Co. LLC
19 as Administrator to administer the distribution of the Class Notice and publication
20 of summary Class Notice, and to distribute the proceeds of the settlement to all
21 eligible class members pursuant to the terms set forth in the Settlement Agreement
22 (Exhibit A) and the Consent Judgment (Exhibit C) should the Court grant final
23 approval. Gilardi & Co LLC were chosen by Plaintiffs' counsel and is a reputable,
24 experienced Third Party Administrator that is in the business of class
25 administration.

26 24. The Administrator's responsibilities shall include publishing notice,
27 processing claims and otherwise engaging in the activities needed to administer
28 the class claims. The specific duties of the Administrator between this Preliminary

1 Approval Order and the Consent Judgment are set forth in Paragraphs 46-58 of the
2 Settlement Agreement, the provisions of which are incorporated herein and
3 approved.

4 25. The Administrator shall be compensated for its services out of the
5 \$250,000 set aside for the residual Class Fund. The City shall advance \$50,000 for
6 class notice, processing, and administration.

7 **V. CLASS COUNSEL**

8 26. Barrett S. Litt, Carol A. Sobel and Paul L. Hoffman are hereby re-
9 confirmed as counsel for the Class Representatives and the Class ("Class
10 Counsel").

11 27. Class Counsel are authorized to act on behalf of the class with respect
12 to all acts or consents required by, or which may be given pursuant to, the
13 Settlement Agreement, and such other acts reasonably necessary to consummate
14 the Settlement Agreement.

15 28. At the Fairness Hearing, Class Counsel shall make an application for
16 approval of Class Attorneys' Fees not to exceed \$3,713,000, including litigation
17 costs and medical costs and medical liens, to be paid from Represented
18 Individuals' Fund of \$12,600,000.

19 **VI. CLASS AND SETTLEMENT NOTICE**

20 29. In these cases, there are not any mailing lists that contain information
21 allowing identification of potential class members. The most practical way to
22 locate potential class members is through dissemination of Class Notices to those
23 in contact with the organizations who organized the May 1 protest. Accordingly,
24 the Court approves payment of up to \$4000 as a cost of class administration from
25 the Class Fund to each Plaintiff Organization. These expenditures shall be
26 considered a class administration cost. In exchange, each such organization must
27 distribute Class Notices in areas in which it believes it most likely that class
28 members may be present. Each such organization shall provide an attestation of

1 compliance with these provisions, including the time spent, prior to the Fairness
2 Hearing.

3 30. The Class Notice shall include a Proof of Claim Form to be used in
4 connection with any claims made against the Class Fund. It shall require a
5 statement, made under penalty of perjury, that the individual claimant (1) was
6 present on May 1, 2007 in the geographic area bounded by 6th Street (on the
7 north), Alvarado Street (on the east), 7th Street (on the south), and Park View
8 Street (on the west), or the immediately adjacent areas, including from 6th Street
9 west to Lafayette Park, at any point between the hours of 5:00 and 7:00 p.m., (2)
10 did not engage in any conduct justifying Defendants' dispersal order or the use of
11 force, (3) and was subjected to the LAPD's use of force, dispersal order or other
12 unlawful police activity arising from the police response to the immigration march
13 and rally. The Proof of Claim Form shall require an additional statement in the
14 claimant's own words setting forth specific facts supporting his/her claim against
15 the Class Fund.

16 31. The Court approves the substance of the draft Class Notice attached as
17 Exhibit B.

18 32. The Court approves the substance of the draft Proof of Claim Form
19 attached as the last page of Exhibit B.

20 33. The Administrator shall be responsible for publishing a summary
21 Class Notice once a week for three consecutive weeks in La Opinion, which the
22 parties agree is the publication most likely to reach class members.

23 34. The Court finds that the notice required by the foregoing provisions of
24 this Order is the best notice practicable under the circumstances and shall
25 constitute due and sufficient notice of the settlement and the Fairness Hearing to
26 all class members and other persons affected by, or entitled to participate in, the
27 settlement, and is in full compliance with the notice requirements of Rule 23 of the
28 Federal Rules of Civil Procedure and due process of law.

1 35. Except for publication in La Opinion, preparation of 10,000 class
2 notices, and providing class notices to those who request them from the
3 Administrator, the Administrator's responsibility shall be to process and pay class
4 claims, to provide documents required by court orders to finalize the class
5 settlement, and to engage in other activities assigned to the Administrator in the
6 Settlement Agreement attached as Exhibit A.

7 36. A Proof of Claim Form shall be deemed timely submitted when
8 received by the Administrator, or postmarked, on or before the Claim Date.

9 37. An Unrepresented Class Member's objection or request for exclusion
10 shall be deemed timely submitted when received by the Administrator, or
11 postmarked, on or before the Bar Date.

12 **VII. THE FAIRNESS HEARING**

13 38. A Fairness Hearing shall be held on June 22, 2009, to consider: (a) the
14 fairness, reasonableness, and adequacy of the settlement; (b) whether the Consent
15 Judgment, a draft of which is attached as Exhibit C, should be entered in its
16 current or some modified form; and (c) the application by Class Counsel for
17 approval of the settlement of attorneys' fees and expenses.

18 39. The date and time of the Fairness Hearing shall be subject to
19 adjournment by the Court without further notice to the class members other than
20 that which may be posted at the Court and on the Court's web site.

21 40. Any class member who objects to the approval of the Settlement
22 Agreement, the Represented Individuals' award, the Class Fund award or the Fee
23 Motion, and has filed a timely objection (i.e., by April 27, 2009), may appear at
24 the Fairness Hearing and show cause why the Settlement Agreement, the
25 Represented Individuals' award, the Class Fund award or the Fee Motion should
26 not be approved as fair, reasonable, and adequate, and why the Consent Judgment
27 should not be entered; except that no such class member may appear at the
28 Fairness Hearing unless the class member, no later than May 15, 2009, (a) files

1 with the Clerk of the Court a notice of such person's intention to appear, a
2 statement that indicates the basis and grounds for such person's objection to the
3 Settlement Agreement, the Represented Individuals' award, the Class Fund award
4 or the Fee Motion, and all documentation, papers, or briefs in support of such
5 objection; and by the same date (b) serves upon all Counsel to the Parties (as listed
6 in the Notice of Proposed Settlement), either in person or by mail, copies of such
7 notice of intention to appear, statement of objections and all documentation,
8 papers, or briefs that such person files with the Court. The required documentation
9 shall include information demonstrating that the objector is a class member,
10 including name, address, date of birth, and a description of the class member's
11 experiences on May 1, entitling him or her to qualify as a class member (including
12 names of witnesses and all relevant documentation). Final determination whether
13 any such objector is a class member who has standing to object shall be made by
14 the Court if any party contests the issue. In the absence of the timely filing and
15 timely service of the notice of intention to appear and all other materials required
16 by this paragraph, any objection shall be deemed untimely and denied.

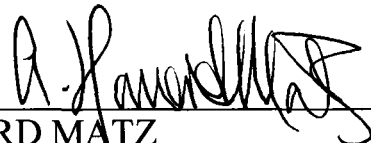
17 41. Pending final approval of the Settlement Agreement, no class member
18 shall, either directly, representatively, or in any other capacity, commence,
19 prosecute against any Defendant or participate in any action or proceeding in any
20 court or tribunal asserting any of the matters, claims, or causes of action that are to
21 be released by the Settlement Agreement upon final approval.

22 42. In the event of final approval of the Settlement Agreement, all class
23 members (except those who have requested exclusion and been excluded) shall be
24 forever enjoined and barred from asserting any of the matters, claims or causes of
25 action released by the Settlement Agreement, and all such class members shall be
26 deemed to have forever released any and all such matters, claims and causes of
27 action as provided for in the Settlement Agreement.

28 **VIII. OTHER PROVISIONS**

1 43. In the event the settlement is not finally approved or is otherwise
2 terminated in accordance with the provisions of the Settlement Agreement, the
3 settlement and all proceedings had in connection therewith shall be null and void,
4 except insofar as expressly provided to the contrary in the Settlement Agreement,
5 and without prejudice to the *status quo ante* rights of Plaintiffs, Defendants, and
6 class members.

7 DATED: March 19, 2009


A. HOWARD MATZ
UNITED STATES DISTRICT JUDGE

LIST OF EXHIBITS TO PRELIMINARY APPROVAL ORDER

- Exhibit A Settlement Agreement
- Exhibit B Class and Settlement Notice with attached Claim Form (Draft)
- Exhibit C Final Order of Approval and Settlement (Draft)
- Exhibit D Injunctive Relief Agreement and Order Thereon (Draft)
- Exhibit E Names of, and Counsel for, Represented Individuals (Draft)
- Exhibit F MIWON Minor Represented Individuals With Post-Fee Recoveries of
\$6000 or Less
- Exhibit G MIWON Minor Represented Individuals With Post-Fee Recoveries
Over \$6000 And Under 16
- Exhibit H MIWON Minor Represented Individuals With Post-Fee Recoveries
Over \$6000 And 16 or Older

EXHIBIT A

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

MULTI-ETHNIC IMMIGRANT
WORKERS ORGANIZING
NETWORK, et al.

Plaintiffs,

vs.

CITY OF LOS ANGELES, et al.,
Defendants.

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

SETTLEMENT AGREEMENT

DATE: March 13, 2009

TIME: 3:00 P.M.

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1
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”).

15 **I. RECITALS**

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 Pintar: \$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

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By: _____

Attorney for Defendant Louis Gray

LIST OF EXHIBITS TO SETTLEMENT AGREEMENT

- Exhibit B Class Notice and Proof of Claim & Release Form (Draft)
- Exhibit C Final Order of Approval and Settlement (Draft)
- Exhibit D Structural Relief Order (Draft)
- Exhibit E List of Represented Individuals and their Counsel (Draft)
- Exhibit F MIWON Minor Represented Individuals With Post-Fee Recoveries of \$6000 or Less
- Exhibit G MIWON Minor Represented Individuals With Post-Fee Recoveries Over \$6000 And Under Age 16
- Exhibit H MIWON Minor Represented Individuals With Post-Fee Recoveries Over \$6000 And Age 16 or Older

EXHIBIT B

Class and Settlement Notice

NOTICE OF CLASS ACTION, PROPOSED CLASS SETTLEMENT AND HEARING

RE: *MIWON v. City of Los Angeles, et al.*, Case No. CV 07-3072 AHM (FMOx).

This Class Notice is available on line at www.maydaylitigation.com or by calling toll-free: 1 - _____.

A class action lawsuit was filed in the United States District Court, Central District of California, alleging that the Los Angeles Police Department violated civil rights by declaring an unlawful assembly and forcing people out of MacArthur Park and surrounding areas. The Court has certified the case as a class action. The parties have reached a proposed settlement. If the proposed settlement receives final court approval, class members are eligible to receive money.

If you 1) were present on May 1, 2007, in or around the MacArthur Park area at any point between the hours of 5:00 p.m. and 7:00 p.m., 2) did not engage in any conduct justifying Defendants' dispersal order or the use of force, and 3) were subjected to the Los Angeles Police Department's use of force, dispersal order or other unlawful police activity arising from the police response to the immigration march and rally, you may be entitled to MONEY as a CLASS MEMBER.

This case was filed as a class action because it affected a large number of people who were at or near MacArthur Park on May 1, 2007. Many individuals with serious physical or psychological injuries went to lawyers and are included individually in the settlement. The settlement for these 297 people constitutes the great majority of the settlement of \$12,850,000.

However, the parties agreed that, in addition to the 297 represented individuals, there were others who qualified as class members, many of whom experienced minor injuries. Thus, a **CLASS FUND** of \$250,000 (including costs of administration) was established for such individuals. This \$250,000 fund approximately \$200,000 after class administration costs) will be divided equally among those who file claims, up to a maximum of \$1000 per person. If money is left after such a distribution, it will be returned to the City of Los Angeles.

ATTORNEY'S FEES: There will be a claim for attorney's fees based on the recovery for the individual plaintiffs and the changes in policy mandated by the settlement. The attorney's fees will come from a separate fund set up for the represented individuals and will be based upon the legal standards governing attorney fee awards. It will not exceed \$3,713,000 (including fees, litigation costs, and medical liens and medical costs). A fees motion will be filed on April 20, 2009. No attorney's fees will be taken out of the \$250,000 class fund described above. You may object to the fees requested by filing a timely objection.

EXCLUDING YOURSELF (DEADLINE: APRIL 27): All class members have the right to exclude themselves or "opt out" from the settlement. If you exclude yourself, you may file an individual lawsuit but would need your own attorney. Exclusions must be in writing, **POSTMARKED NO LATER THAN APRIL 27, 2009, and mailed to MIWON v. City of Los Angeles Class Administrator, P.O. Box _____, _____.** Your exclusion must prominently state "EXCLUSION FROM SETTLEMENT IN MIWON V. CITY OF LOS ANGELES, Case No.: CV 07-3072."

OBJECTIONS (DEADLINE: APRIL 27): All class members who do not exclude themselves from the settlement may file objections to either the settlement, or the attorneys fee request. Objections must be in writing, **POSTMARKED NO LATER THAN APRIL 27, 2009, and mailed to MIWON v. City of Los Angeles Class Administrator, P.O. Box _____, _____.** Your objection must prominently state "OBJECTION TO SETTLEMENT IN MIWON V. CITY OF LOS ANGELES, Case No.: CV 07-3072."

MAKING A CLAIM (DEADLINE: MAY 27): All class claims must be on the attached form. All timely claims will receive an equal share of the \$250,000 fund, up to \$1000.

ALL CLAIMS MUST BE POSTMARKED NO LATER THAN MAY 27, 2009, and mailed to MIWON v. City of Los Angeles Class Administrator, P.O. Box _____, _____. A claim form is attached to this Notice. **IF YOU WISH TO MAKE A CLAIM, DO IT RIGHT AWAY. DO NOT DELAY.**

If you qualify as a class member but do not file a timely claim or exclude yourself from the settlement, you (a) will not receive any share of the \$250,000 settlement fund, (b) will still be bound by the settlement, (c) will not receive

anything from the settlement, and (d) will be barred from pursuing future claims based upon the events in or around MacArthur Park as alleged in the above-entitled lawsuit.

ATTORNEYS: The Court has appointed attorneys for the Class, who represent all class members. You may hire your own attorneys at your own expense if you wish, but need not do so even if you object or exclude yourself.

APPROVAL HEARING (JUNE 22, 2009): A hearing at which the Court will decide whether to approve the settlement will be held on June 22, 2009, in the courtroom of Judge Howard Matz, 312 N. Spring St., Courtroom 14, Los Angeles, Calif. 90012. You may attend, but need not do so. If you wish to object to the settlement or to the award of attorney's fees, you **MUST** file an objection according to the instructions above. The hearing may be continued without notice, so check with the Class Administrator or the website www.maydaylitigation.com if you plan to attend. Under certain circumstances, the settlement might not become final; if that happened, the lawsuit would proceed.

DELAYS: It will likely take at least six months after that hearing before you will receive money, if you are entitled to any. If you have not received money by the end of the year, you may contact the Class Administrator.

This Notice merely summarizes the proposed settlement. A copy of the complete settlement is available at www.maydaylitigation.com. That website will also have the attorney's fees motion when it is filed.

AGAIN, IF YOU WANT TO CLAIM MONEY, FILL OUT AND MAIL THE ACCOMPANYING CLAIM FORM RIGHT AWAY.

MIWON v. City of Los Angeles Class Administrator
P.O. Box _____

CLASS ACTION CLAIM FORM

_____(Bar Code) Claim No. _____

Name _____ Date of Birth _____

Address _____ Phone # _____

City, State, Zip Code _____ SS or TIN# _____

I was 1) present on May 1, 2007 in or around the MacArthur Park area at some point between the hours of 5:00 p.m. and 7:00 p.m., 2) I did not engage in any conduct justifying Defendants' dispersal order or the use of force, and 3) I was subjected to the LAPD's use of force, dispersal order or other unlawful police activity arising from the police response to the immigration march and rally. *Your representations may be checked and are under penalty of perjury.*

Provide the names, addresses and telephone numbers of two people who can verify your presence during the events that are the subject of the lawsuit, or explain on a separate SHEET why you are unable to do so.

WITNESS NAME	WITNESS ADDRESS AND PHONE #

This Claim Form must be postmarked or received by the Administrator NO LATER THAN _____, 2009. DO NOT DELAY. Mail it right away to _____.

Any information that you provide in this Claim Form is private and will be held in strictest confidence, except as needed by the Parties and Class Administrator. It will not be provided to any Government Agency, and will be used solely for purposes of this settlement. If you have any questions about this lawsuit, write to us at *MIWON v. City of Los Angeles* Class Administrator, P.O. Box _____, _____ or contact us by e-mail at _____ or visit our web site at _____.

YES, I QUALIFY AND WISH TO MAKE A CLAIM.

By signing this form below, I am confirming that the above information is correct and that:

1. I am the person identified above and I am over the age of 18, or, if I am a juvenile, my parent or guardian has signed below.
2. I will abide by, and be limited to, the formula for damages approved by the Court.
3. I will keep the Class Administrator informed of my whereabouts at all times.

I declare under penalty of perjury that the information given above is true and correct.

Date: _____ Signature: _____
(mm/dd/yyyy)

If you are signing as a Parent or Guardian, please print your first and last names on the lines below and include verification of your guardianship status if you are a guardian:

Print Parent/Guardian First Name: _____ Last Name: _____

EXHIBIT C

1 **BARRETT S. LITT, SBN 45527**
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18 **UNITED STATES DISTRICT COURT**
19
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 **MULTI-ETHNIC IMMIGRANT**
22 **WORKERS ORGANIZING**
NETWORK, et al.

23 **Plaintiffs,**

24 **vs.**

25 **CITY OF LOS ANGELES, et al.,**
26 **Defendants.**

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

[PROPOSED] FINAL ORDER OF
APPROVAL OF CLASS SETTLEMENT.

DATE: February 13, 2009
TIME: 4:00 P.M.
COURTROOM: 14

ADDITIONAL CLASS COUNSEL

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1 **I. INTRODUCTION**

2 This Lawsuit having come before this Court for a hearing, pursuant to this
3 Court's Order Preliminarily Approving Proposed Settlement Between Plaintiffs and
4 Defendant, dated _____, 2009 (the "Preliminary Approval Order") to consider
5 and determine the matters set forth in the Preliminary Approval Order; and due
6 notice of said hearing having been published and given; and all persons that made
7 timely objections to the proposed settlement set forth in the Settlement Agreement,
8 and described in the Class Notice, having been given an opportunity to present
9 such objections to the Court; and the Court having considered the matter, including
10 all papers filed in connection therewith, and the oral presentations of counsel at
11 said hearing; and good cause appearing,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

13 **II. DEFINITIONS**

14 1. Each term and phrase used in this Final Order of Approval and
15 Settlement shall have the same definition and meaning as in the Settlement
16 Agreement, as follows.

17 2. "Administrator" means the claims administrator [REDACTED] as
18 agreed upon by the parties and to be appointed by the Court, to administer the
19 claims process, to pay class claims, and to handle any other tasks appropriate to
20 completing the claims process.

21 3. A "Damages Class Member" means any class member meeting the
22 following definition (as set forth in the Class Certification Order of December 14,
23 2007): "Those persons who were present on May 1, 2007 in the geographic area
24 bounded by 6th Street (on the north), Alvarado Street (on the east), 7th Street (on
25 the south), and Park View Street (on the west), or the immediately adjacent areas,
26 including from 6th Street west to Lafayette Park, at any point between the hours of
27 5:00 and 7:00 p.m., who did not engage in any conduct justifying Defendants'
28 dispersal order or the use of force, and who were subjected to the LAPD's use of
force, dispersal order or other unlawful police activity arising from the police

1 response to the immigration march and rally.”

2 4. An “Injunction Class Member” means any class member meeting the
3 following definition (as set forth in the Class Certification Order of December 14,
4 2007):

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

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

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

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

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

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

23 5. A “Represented Individual” is an individual class member who was
24 represented individually and as a class member in either the MIWON case, or in
25 any of the following related cases:

26 RELATED CASES	27 NUMBER	28 ATTORNEY
<i>Santiago v. City of Los Angeles</i>	2:07 CV-02966	Gregory Yates
<i>Brandon Aguilar v. City of Los Angeles</i>	2:07 CV-04131	Luis Carrillo
<i>Newton v. City of Los Angeles</i>	2:07 CV-04455	Ellen Ellison

RELATED CASES	NUMBER	ATTORNEY
<i>Lopez v. City of Los Angeles</i>	2:07 CV-05555	Susan Pintar
<i>Ajuria v. City of Los Angeles</i>	2:07 CV-08433	Luis Carrillo
<i>Gudiel v. City of Los Angeles</i>	2:08 CV-01370	Louis Krass
<i>Reyes v. City of Los Angeles</i>	2:08 CV-02966	Carl Douglas
<i>Sal Aguilar v. City of Los Angeles</i>	2:08 CV-02301	Jaime Segall- Guttierrez
<i>Ponce v. City of Los Angeles</i>	2:08 CV-02710	Leo Hernandez

The names of, and counsel for, the Represented Individuals are set forth in Exhibit E to the Preliminary Approval Order.

The phrase "Represented Individuals" in the plural refers collectively to all the Represented Individuals in the MIWON and above listed cases.

6. The phrase "Remaining Class Members" refers to Damages Class Members who are not "Represented Individuals" as defined above.

7. "Class Counsel" means Barrett S. Litt, Litt, Estuar, Harrison & Kitson, 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.

8. "Matters alleged in the lawsuit" refers to claims for actions of the LAPD or its personnel for violating First, Fourth or Fourteenth Amendment rights, and related claims, in or surrounding MacArthur Park on May 1, 2007.

9. "Released Matters" refers to matters alleged in the lawsuit that are released by this settlement and attendant orders of the Court.

10. "Released Person" means the Defendants and their affiliates, subsidiaries, predecessors, successors, and/or assigns, together with past, present and future officials, employees, representatives, attorneys, and/or agents.

11. "LAPD" refers to the Los Angeles Police Department.

12. The "Class Notice" means the notice in a form substantially similar to that attached to the Preliminary Approval Order as Exhibit B, and such other summary notice to be published in accordance with the terms of this Settlement

1 Agreement.

2 13. The "Effective Date" means the date upon which a judgment entered
3 by the Court approving the Settlement Agreement becomes final. The Judgment
4 will be deemed final only upon expiration of the time to appeal or, if a Notice of
5 Appeal is filed, upon exhaustion of all appeals and petitions for writs of certiorari.

6 14. An "Opt-Out" is any class member who files a timely request for
7 exclusion pursuant to the terms of this Settlement Agreement.

8 15. The "Proof of Claim Form" means the Proof of Claim and Release
9 Form required to be used to make a claim for payment under this settlement. A
10 copy of the proposed Proof of Claim was attached to the Preliminary Approval
11 Order as the last page of Exhibit B to the Preliminary Approval Order.

12 16. The "Class Fund" is the amount of money set aside for non-
13 Represented Individuals who filed timely class claims. It amounts to \$250,000
14 inclusive of costs of class administration.

15 17. The "Post Administration Class Fund" is the Class Fund less costs of
16 class administration.

17 18. The "Represented Individuals' Fund" is the amount of money set
18 aside for the ___ Represented Individuals. It amounts to \$12,600,000 inclusive of
19 attorney's fees, costs, liens and recoveries by the class members who are
20 Represented Individuals.

21 19. The "Class Attorney's Fees" are the attorney's fees Plaintiffs intend to
22 request that the Court award as part of the settlement, which total \$3,753,000
23 including litigation costs and medical liens and costs. These are based on a
24 statutory fee award available under both the federal and state claims brought in
25 this case.

26 20. The "Claim Date" is the date by which any class member who is not a
27 Represented Individual, and who wishes to receive payment pursuant to the
28 Settlement Agreement, must file his/her Proof of Claim and Release Form
(attached as Exhibit B to the Preliminary Approval Order).

1 21. The "Bar Date" is the date by which any class member who is not a
2 Represented Individual must file objections to this Settlement Agreement, or
3 request to be excluded from the class (opt-out). The Bar Date is April 27, 2009.

4 **III. OBJECTIONS**

5 22. There have been ____ objections to the settlement and/or the Motion
6 for an award of attorneys' fees filed. [Either address the objections or, if none,
7 state, "Accordingly, the Court need not address objections, and the award of
8 attorney's fees and costs is addressed in a separate Order."]

9 **IV. OPT OUTS**

10 23. There have been ____ () opt outs notices filed. Except for these opt
11 outs, all class members are bound by the terms of this Order.

12 **V. CLAIMS FILED.**

13 24. The claims filing postmark deadline for the Class Fund was on May
14 15, 2009. As of _____, 2009, the Administrator has received _____ timely
15 Claim Forms and ____ late Claim Form(s). The processing of these claims forms
16 has not been completed.

17 25. The Court [will/will not] allow the late claims filed between May 15
18 and _____ to be considered and paid.

19 **VI. SETTLEMENT AGREEMENT APPROVED BECAUSE FAIR,**
20 **ADEQUATE, AND REASONABLE.**

21 26. The settlement of this Lawsuit was not the product of collusion
22 between Plaintiffs and Defendants or their respective counsel, but rather was the
23 result of bona fide and arm's-length negotiation conducted in good faith by the
24 Parties and their counsel, with the assistance of an independent mediator, who is a
25 sitting United States Magistrate Judge.

26 27. The Settlement Agreement and the settlement set forth therein are
27 hereby approved and found to be fair, adequate, reasonable, in the best interest of
28 the Class as a whole, and in satisfaction of Rule 23 of the Federal Rules of Civil
Procedure and due process requirements.

**VII. DISTINCTION BETWEEN REPRESENTED INDIVIDUALS AND
REMAINING CLASS MEMBERS**

28. The Court is aware that the parties have settled this case as a hybrid settlement. The MIWON counsel represented both the certified class and ____ individual class members who alleged they had been injured as a result of the actions of the LAPD on May 1. In addition, the cases listed in ¶ 5, *supra*, represent a combined additional ____ individuals who also alleged they had been injured as a result of the actions of the LAPD on May 1. These are collectively the “Represented Individuals” as defined above. Each of the Represented Individuals is to receive the same amount of compensation as every other Represented Individual with similar injuries, but no additional damages have been awarded based on an individual’s role as a class representative. The Court is also aware that the Represented Individuals are receiving significantly higher amounts than are the Remaining Class Members (defined above). The Court finds this distinction appropriate under the unique circumstances of this case for the following reasons:

- A. In the mediation process, the plaintiffs presented evidence that the Represented Individuals were in fact present at the events in question through individualized analysis of witness statement, photographs and the like, which is not the case for the Remaining Class Members.
- B. In the mediation process, the plaintiffs presented evidence of the particular circumstances of each Represented Individual, and all parties were able to assess damages for those individuals, which is not the case for the Remaining Class Members.
- C. Plaintiffs presented evidence in the mediation process indicating that most of the Represented Individuals suffered significant physical and psychological injuries.
- D. It is the assessment of both parties, and the Court concurs, that most of those who suffered serious injuries as a result of the matters alleged in

1 the lawsuit were included among the Represented Individuals, especially
2 in light of the widespread publicity about the events and the ensuing
3 lawsuits.

4 E. The City's offer to settle the case in the amount it did was driven almost
5 exclusively by its assessment of the Represented Individuals' claims. It
6 was Class Counsel who insisted that the Class Fund be established for
7 those who qualify as Damages Class Members and were not Represented
8 Individuals.

9 F. The Class Fund established in this settlement is designed to compensate
10 Damages Class Members who did not receive serious injuries. If there are
11 a few who did, they have the right to opt out of the settlement. [The fact
12 that only ___ did so is an indication that the assessment that most serious
13 injuries were included among the Represented Individuals was correct.]

14 **VIII. NOTICE**

15 29. As required by this Court in its Preliminary Approval Order: (a) Class
16 Notices were distributed by the five organizational plaintiffs to inform as many
17 individuals as was practicable of the settlement and the claims process; and (b)
18 Class and Settlement Notice was published in a summary fashion as set forth in
19 the Settlement Agreement and in the Preliminary Approval Order, all as more
20 fully set forth in the Declaration of the Class Administrator, dated _____,

21 _____.
22 30. The notice given to the Remaining Class Members is hereby
23 determined to be fully in compliance with the requirements of Rule 23 of the
24 Federal Rules of Civil Procedure and due process and is found to be the best
25 notice practicable under the circumstances and to constitute due and sufficient
26 notice to all parties entitled thereto.

27 31. Due and adequate notice of the proceedings having been given to the
28 Class and a full opportunity having been offered to the Class to participate in this
hearing, it is hereby determined that all Class Members, except those who have

1 opted out of the settlement are bound by this Final Order of Approval and
2 Settlement. Exhibit 1 contains the list of the _____ individuals who opted out of
3 the settlement.

4 **IX. CLASS-WIDE PROSPECTIVE RELIEF**

5 32. The Court has entered a separate Order addressing class-wide
6 prospective relief and retaining jurisdiction to enforce the terms of that Order for a
7 period of no less than four (4) years. A copy of the Order is attached as Exhibit 2
8 to this Order and incorporated as though fully set forth in this Settlement
9 Agreement.

10 **X. DAMAGES SETTLEMENT**

11 33. \$12,600,000 of the total settlement of \$12,850,000 shall go to cover
12 the claims of the Represented Individuals, including statutory attorney's fees, costs
13 and any outstanding liens. Counsel for the MIWON Represented Individuals and
14 the other Represented Individuals have agreed among themselves as to how much
15 money will be provided to each of the Represented Individuals. Counsel for the
16 MIWON Represented Individuals and the other Represented Individuals have also
17 agreed among themselves how any Class Fund Attorney's fees will be distributed
18 among Counsel. In addition, in the case of non-MIWON Represented Individuals,
19 they may have agreements with their counsel regarding percentage division of
20 their settlements. The amount of attorney's fees and costs approved by the Court is
21 addressed in ¶ __ below.

22 34. The Settlement Agreement provides for a total of \$12,600,000
23 (whether via direct payment or structured settlement) to be paid to the ____
24 represented individuals and a residual class fund of \$250,000 (inclusive of costs of
25 class administration). The counsel who are signatories to the Settlement
26 Agreement (Exhibit A to the Preliminary Approval Order) have warranted 1) that
27 they have authority from each represented individual whom they represent
28 individually to settle the cases on the terms set forth herein, 2) that each of their
clients is aware of and has authorized the amount each will receive from the

1 settlement, and 3) that each of their clients are aware of and has approved the
 2 attorney's fee arrangement between counsel and client.

3 35. ¶ regarding any structured settlements.

4 36. Within 30 days from the Effective Date of Settlement, all settlement
 5 funds shall be deposited into the Litt, Estuar Trust Account, and from there shall
 6 be distributed by wire to the Trust Accounts of the counsel in each of the Related
 7 Cases as agreed to among the parties, and from each respective trust account shall
 8 be distributed to the clients or counsel, as has been agreed to among the parties
 9 and counsel, (The MIWON counsel will determine among themselves how to
 10 distribute the funds to the Represented Individuals they represent.) The amounts to
 11 go to the non-MIWON Attorney Trust Accounts (inclusive of their proportionate
 12 share of the Awarded Attorney's Fees) is as follows:

13 A. Gregory Yates: \$525,000

14 B. Ellen Ellison: \$40,000

15 C. Susan Pintar: \$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: \$401,000

21 I. Litt, Estuar et al. (for MIWON clients and counsel): \$8,864,000

22 37. In addition, within thirty (30) calendar days of the Effective Date for
 23 Payment, the Defendants shall deposit or cause to be deposited by wire an amount
 24 of same day available funds, into the Class Fund equal to \$250,000 less the
 25 amount already advanced to the Class Administrator under the terms of the
 26 Stipulated Order Granting Preliminary Approval to Class Settlement for
 27 distribution to the class members who filed claims and are not Represented
 28 Individuals.

38. A class member *not* listed in Exhibit E to the Preliminary Approval

1 Order who filed a timely claim form shall be paid \$1000, or, in the event that there
2 are more claims than can be paid in that amount from the Post-Administration
3 Class Fund without depleting it before all class claimants are paid, then the Post-
4 Administration Class Fund will be distributed proportionally to each class member
5 who filed a timely claim. [This will be modified to reflect the actual amount when
6 we know it.]

7 **XI. HANDLING OF MINORS' CLAIMS FOR REPRESENTED**
8 **INDIVIDUALS**

9 39. Included among the Represented Individuals are minors, some of
10 whose recoveries are \$6000 or less and some of whose recoveries exceed \$6000.
11 For those minors who receive after attorney's fees and costs \$6000 or less,
12 blocked accounts need not be opened, and the money shall be paid to the parents
13 or guardians of the minor for general use for the minor's health and well-being in
14 whatever manner the parent or guardian sees fit. For those minors who receive,
15 after attorney's fees and costs, over \$6000, blocked interest bearing bank accounts
16 shall be opened for those who will not turn 16 by the end of this year. For those
17 minors who receive, after attorney's fees and costs, over \$6000, their funds shall
18 be maintained in their individual counsel's Client Trust Account so that they can
19 be expeditiously paid to the client at the time of his/her 18th birthday. The names
20 and categories of those minors addressed by this and the next two paragraphs are
21 listed in Exhibit 3 to this Order. A record of each blocked account – which
22 includes the minor's name, date of birth, parent's or guardian's name, and current
23 address; and the name and branch of the bank in which the account is opened and
24 the account number – must be filed with the Court within 90 days from the
Effective Date of this Order.

25 40. The Court recognizes that there may be circumstances in which a
26 parent has a need for the funds in a blocked account for the direct and immediate
27 benefit of the child plaintiff, such as for a medical emergency or braces. The Court
28 authorizes the withdrawal of funds from the blocked account for such a purpose

1 with the written concurrence of the counsel for that minor listed in Exhibit 3 to
2 this Order. The written concurrence shall memorialize the reasons for the
3 withdrawal, and a copy shall be filed with the financial institution where the funds
4 are maintained, which shall keep such record until the minor reaches maturity and
5 withdraws the funds. The maximum allowed number of such withdrawals is two.

6 41. In that regard, the Court authorizes the use of \$5000 for minor
7 plaintiff _____ to pay for braces without further order of court or approval of
8 counsel.

9 **XII. HANDLING OF ABSENT REPRESENTED INDIVIDUALS' CLAIMS**

10 42. There are Represented Individuals whose present whereabouts are
11 unknown ("Missing Represented Individuals"). Plaintiffs' counsel have ranked
12 Missing Represented Individuals' settlement within the grid system utilized for the
13 Represented Individuals, but are unable to secure the consent of the Missing
14 Represented Individuals to the settlement. The names of the Missing Represented
15 Individuals, and the amounts of their settlement after attorney's fees and costs, as
16 determined by the Counsel whom they retained, are contained in Exhibit 4.

17 43. The Court finds that Plaintiffs' counsel made diligent efforts to locate
18 the Missing Represented Individuals, which efforts were unsuccessful. These
19 efforts included calling, mailing and trying to make personal contact.

20 44. Plaintiffs request that the Court authorize that the funds designated for
21 the Missing Represented Individuals set forth in Exhibit 4 be placed in a special
22 trust account because the Court has jurisdiction over, and the authority to bind,
23 any class member who has not opted out, and none of the Missing Represented
24 Individuals has opted out.

25 45. Class members must be adequately represented by Class Counsel and
26 afforded due process in order to be bound by a class settlement or judgment. Thus,
27 in class actions, personal jurisdiction for judgment purposes may be exercised over
28 nonresident class members, even those without minimum contacts with the forum,
and without affirmative opt-in consent having been made, so long there has been

1 the best notice practicable under the circumstances, and an opportunity for class
2 members to exclude themselves from the litigation. *Phillips Petroleum Co. v.*
3 *Shutts*, 472 U.S. 797, 808, 105 S. Ct. 2965, 86 L. Ed. 2d 628, 2 Fed. R. Serv. 3d
4 797 (1985). The Court finds that such due process requirements have been met
5 here, and that it accordingly may bind even those individuals who are individual
6 plaintiffs who are now absent if they have not opted out. Accordingly, the Court
7 concludes that Class Counsel's proposal is proper.

8 46. This is especially so because, without the Court approving the
9 settlement for the Missing Represented Individuals, the Missing Represented
10 Individuals, if they are named parties, would be subject to a motion for dismissal
11 with prejudice for failure to prosecute their case, under F.R.Civ.P. Rule 41(b). *See,*
12 *e.g., Henderson v. Duncan*, 779 F.2d 1421, 1423 (9th Cir.1986) (in ruling on a
13 motion under Rule 41(b), the Court considers several factors, including, "(1) the
14 public's interest in expeditious resolution of litigation; (2) the court's need to
15 manage its docket; (3) the risk of prejudice to the defendants; (4) the public policy
16 favoring disposition of cases on their merits and (5) the availability of less drastic
17 sanctions"); *Aziz v. Wright*, 34 F.3d 587 (8th Cir. 1994) (plaintiff twice appeared
18 for deposition but refused each time to be deposed; case properly dismissed for
19 failure to prosecute after court ordered plaintiff to be deposed and he failed to
20 comply). If they are not named parties, they would be bound by the settlement
21 even though they were receiving no funds.

22 47. The Court finds that it is in the interest of the Missing Represented
23 Individuals, and of the class as a whole, to include the Missing Represented
24 Individuals in the settlement on the terms proposed, and that it has the authority to
25 do so in the context of this class action without the approval of the Missing
26 Represented Individuals. Accordingly, Class counsel shall open special interest
27 bearing trust accounts for each such client. If the client has not claimed the funds
28 by December 31, 2012, then the funds in such account shall be paid to the Central
American Resource Center ("CARECEN"), whose mission is to protect and

1 promote the rights and opportunities of low-income immigrants and their family
2 members, as a cy pres payment, to be used for the purpose of its activities relating
3 to ensuring immigrants' rights.

4 48. The Missing Represented Individuals will be bound by this Order in
5 the same manner as any other class member who has not opted out.

6 **XIII. CLASS FUND ATTORNEYS' FEES**

7 49. Plaintiffs have filed a Motion for Attorney's Fees requesting payment
8 of \$_____ in attorney's fees and \$ ____ in costs. The Court approves this request
9 and is entering a separate order addressing it [including addressing the objections
10 thereto].

11 50. The Court is also advised that, pursuant to contract terms between
12 attorney and client, some of the non-MIWON attorneys – but not the MIWON
13 counsel – may receive a percentage of the client's recovery, as negotiated between
14 attorney and client. Since these agreements are in the non-MIWON cases, they do
15 not require court approval. Nonetheless, in an excess of caution, the Court
16 approves such an arrangement to the same extent that such an arrangement would
17 be permissible in an individual representation case.

18 **XIV. CLASS ADMINISTRATOR**

19 51. The Court reaffirms the appointment of _____ as Class
20 Administrator (hereby "_____"). The Court authorizes the payment, to be made
21 immediately by the Defendants, of \$ ____ to cover _____'s expenses to date.
22 When and if the class distribution goes forward (i.e., if there is no appeal or there
23 is an appeal and the settlement is approved at the appellate level or abandoned),
24 then _____ will receive all the funds due to be paid to the Settlement Fund in
25 accord with the provisions of ¶ __, *supra*.

26 52. The Claims Administrator shall preserve all written communications
27 from Class Members in response to the Class at least until December 31, 2012, or
28 pursuant to further order of the Court. All written communications received by the
Claims Administrator from Class Members relating to the Settlement Agreement

1 shall be available at all reasonable times for inspection and copying by Counsel
2 for the Parties.

3 **XV. CLASS NOTICE**

4 53. The Claims Administrator has served and filed a sworn statement
5 attesting to compliance with the provisions of the Preliminary Approval Order
6 governing Class and Settlement Notice.

7 54. The Court finds that the notice required by the Preliminary Approval
8 Order was the best notice practicable under the circumstances and constituted due
9 and sufficient notice of the Settlement and the Fairness Hearing to all Class
10 Members and other persons affected by and/or entitled to participate in the
11 settlement, in full compliance with the notice requirements of Rule 23 Federal
12 Rules of Civil Procedure and due process.

13 **XVI. GENERAL PROVISIONS**

14 55. Claim forms not received or postmarked by _____, 2009, shall not
15 be paid, although such persons shall nonetheless be bound by this Order.

16 56. All class members except those who timely filed opt-out forms shall
17 be bound by this Order.

18 57. Except as otherwise provided in this Order, each party shall bear its
19 own costs, expenses and attorneys' fees.

20 58. The use of the masculine gender herein is construed to include the
21 feminine and/or the neuter where applicable. The use of the singular herein is to be
22 construed to include the plural where applicable. The use of the plural herein shall
23 be construed to include the singular where applicable.

24 59. Late claims filed after the Bar Date, through the date of this Order,
25 [shall/ shall not] be permitted. Any claims filed after the date of this Order shall
26 not be permitted.

27 60. The Court reserves and maintains jurisdiction over this settlement and
28 its provisions, and over the claims administration and distribution of the funds.
Disagreements between the parties on any disputes or unresolved aspects of this

1 Order as it relates to monetary relief shall be subject to mediation before the
2 mediator who has mediated this case to date [Magistrate Judge Woehrle]. If
3 mediation is not successful, the matter shall be brought to this Court for resolution.

4 61. At the conclusion of the Class Distribution, the Class Administrator
5 shall submit a report to the Court summarizing the payments made to the Class.

6 **XVII.FINAL RESOLUTION**

7 62. The monetary relief provided for in this Order shall compensate for all
8 alleged violations of rights and all claims by the Damages Class Members on
9 matters alleged in the lawsuit under any theory of liability related to the events of
10 May 1, 2007, that come within the Damages Class definition, except as to
11 monetary damages for those class members who opt out.

12 63. The Court hereby dismisses the Lawsuit on the merits, with prejudice,
13 and without further costs, with such dismissal subject only to compliance by the
14 Parties with the terms and conditions of the Settlement Agreement, the Order on
15 the injunctive relief class claims, and this Final Order of Approval and Settlement.

16 64. The Damages and Injunctive Relief Class Members, including the
17 Represented Individuals, and including their agents, attorneys and assigns, are
18 hereby severally and permanently barred and enjoined, to the fullest extent
19 permitted by law, from filing, commencing, instituting, maintaining, prosecuting
20 or participating in a lawsuit or any other proceeding against the Defendants,
21 including the employees, entities, agents, attorneys and insurers of Defendants,
22 involving or based on any of the claims encompassed by the MIWON complaint
23 or the complaints in the related cases covered by this Settlement and Order,
24 including specifically claims on behalf of any class member whose claims are
25 covered by this Settlement and Order.

26 65. The Named Plaintiffs and each Class Member waive all rights or
27 benefits which he or she now has or in the future may have under the terms of
28 California Civil Code §1542, arising from, alleged in, or pertaining to the matters
alleged in the Lawsuit, specifically claims related to the events of May 1, 2007,

1 that come within the Damages Class definition, except as to monetary damages for
2 those class members who have opted out. Section 1542 reads:

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

7 66. The Defendants, and all of their agents, attorneys and assigns, waive
8 and release any and all claims or rights to pursue, initiate, prosecute, or commence
9 any action or proceeding before any court, administrative agency or other tribunal,
10 or to file any complaint regarding acts or omissions, by the Plaintiffs in any of the
11 cases covered in this Settlement, by any Represented Individuals as defined
12 herein, and by any Class Members, with respect to any matters related to the
13 matters alleged in the lawsuit complaint, including waiver of the right to file a
14 malicious prosecution action; and further, as it relates to this waiver or Release,
15 expressly waive the provisions of California Civil Code §1542 recited in the
16 previous paragraph.

17 67. Plaintiffs have not relied upon the advice of Class Counsel as to the
18 legal and/or tax consequences of this settlement, the payment of any money by the
19 Defendants or the distribution of the Settlement Funds.

20 68. Neither this Final Order of Approval, the Settlement Agreement, nor
21 any of its terms or the negotiations or papers related thereto shall constitute
22 evidence or an admission by any Defendant that any acts of wrongdoing have been
23 committed, and they shall not be deemed to create any inference that there is any
24 liability therefore. Neither this Final Order of Approval and Settlement, nor the
25 Settlement Agreement, nor any of its terms or the negotiations or papers related
26 thereto shall be offered or received in evidence or used for any purpose
27 whatsoever, in this or any other matter or proceeding in any court, administrative
28 agency, arbitration, or other tribunal, other than as expressly set forth in the
Settlement Agreement.

69. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Court finds that there is no just reason for delay and therefore directs entry of this Final Order of Approval and Settlement. Inasmuch as this disposes of all claims asserted in the Lawsuit, the Court further directs the Clerk to enter an order of dismissal pursuant to F.R.Civ.P Rule 41(a)(1)(2).

DATED: _____

UNITED STATES DISTRICT
JUDGE

1	Exhibit 1	Opt Outs
2	Exhibit 2	Injunctive Relief Agreement and Order Thereon
3	Exhibit 3	Names of Minor Plaintiffs and Their Counsel and
4		Categories
5	Exhibit 4	Names Of Missing Represented Individuals, And
6		Amounts Of Their Post-Fee Settlement

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EXHIBIT D

DRAFT STRUCTURAL RELIEF AGREEMENT

The parties to the above-captioned action have submitted a joint Order for the Court's review and approval, addressing the injunctive relief class certified by the Court in its Order issued on January __, 2008. The court has considered the joint submission and now issues the following Order:

1. Basic Principles:

All persons have the right to march, demonstrate, protest, rally or perform other activities protected by the First Amendment of the United States Constitution and the California Constitution. The government may impose reasonable and narrowly tailored restrictions on the time, place, and manner of conducting these activities. However, any limitations or restrictions placed on demonstrations or other First Amendment activities must be justified by the requirements of maintaining public safety, public health, or safe access/egress from the area, and should restrict no more speech than necessary to further these substantial government interests. Officers must not be affected by the content of the opinions being expressed nor by the race, gender, linguistics, national origin, sexual orientation, physical disabilities, appearances, or affiliation of anyone exercising lawful rights.

2. Helicopters:

Los Angeles Police Department (LAPD) helicopters assigned to monitor permitted crowd control incidents shall operate the aircraft at reasonable altitudes so as to avoid disruption of First Amendment protected activities. The Incident Commander will coordinate with event organizers to help avoid over flights during keynote speaker presentations. This action is not intended to prevent LAPD helicopters from response to emergent situations requiring immediate police presence during such crowd control events.

3. Marches:

Demonstrators, while participating in lawful assemblages, shall not be prevented from using public sidewalks to join or exit a lawful march or from using any public sidewalk adjacent to a lawful march route. However, while on the sidewalk, marchers will not be allowed to obstruct or unreasonably interfere with pedestrian movement and/or prevent lawfully open businesses from operating when such conduct violates any applicable law. LAPD will consider the practicality of facilitating demonstrations that may temporarily block traffic and LAPD shall include the subject in its Crowd Management training.

4. Motorcycles/Bicycles/Motor Vehicles:

Police motorcycles, bicycles, and motor vehicles may be used for the purpose of observation, visible deterrence, traffic control, transportation and area control during a crowd event. When used at the back of a march, they should maintain a reasonably safe distance behind the marchers. LAPD personnel will not utilize motorcycles, bicycles, or motor vehicles

to strike assembled demonstrators/marchers as a method for crowd control or crowd dispersal.

5. Crowd Management Training - Horses:

In its crowd management training, the LAPD shall include a subject on the impact of the use of horses on crowd behavior.

6. Use of Less Lethal Weapons:

Less-lethal munitions are categorized as projectiles launched or otherwise deployed for the purpose of overcoming resistance, effecting arrest or addressing the threat of serious injury to an officer or suspect with less risk of causing death than the use of a firearm.

- a. Less-lethal munitions may be deployed on aggressive and/or combative suspects in a crowd control situation, on suspects who are a potential physical threat to themselves or others, or suspects displaying “aggressive” and/or “combative” actions.
- b. For the purpose of deployment of less-lethal munitions, “aggressive” and/or “combative” actions include ongoing destruction of property that presents a threat to the personal safety of officers or others.
- c. Less lethal weapons should not be used on a lawfully dispersing crowd or individual.
- d. Less lethal weapons should not be used against a person or a crowd that is retreating unless the person or crowd continues to engage in unlawful activity that is aggressive and/or combative.
- e. Where feasible, notice should be given to the crowd before less-lethal weapons are deployed in a crowd control or dispersal situation, and where feasible, it should be given in the language(s) spoken by those assembled.
- f. If the LAPD resumes the use of stinger rounds, the LAPD will publish a notice that will require that less-lethal stinger weapons can be used only with the approval of a staff officer (i.e., commander or above) and only in a riotous situation where the use of lethal force would not be reasonable.

7. Use of Batons:

Batons should not be used against members of the crowd attempting to disperse, persons unable to move because of the press of the crowd, or persons otherwise posing no imminent threat to the officers or other persons. Batons may be displayed or used in a pushing motion when used as a justified and authorized crowd management technique. The baton may be used to push individuals who intentionally delay dispersal subsequent to a lawful order to disperse. When an individual's behavior is threatening or violent in nature, the baton may be used as an impact device in accordance with Department policy.

8. Public Assemblies:

The Incident Commander and supervisors shall make every effort to ensure that the police mission is accomplished as efficiently as possible, with the highest regard for human dignity and liberty of all persons, with consideration of the cultural and linguistic diversity of the neighborhoods and communities of Los Angeles, and with minimum reliance on the use of physical force. Incident Commanders, prior to declaring an assembly unlawful, will follow the procedures as directed in the LAPD Guidelines for Crowd Management and Crowd Control, Volume 5 of the LAPD Emergency Operations Guide. Before any public assembly is declared to be unlawful, the Incident Commander should evaluate the feasibility of isolating and arresting those responsible for the unlawful conduct, and if it is determined to be feasible, shall take such action.

9. Declaration of Unlawful Assembly:

Crowd dispersal techniques shall not be initiated until after a declaration has been announced as required by California Penal Code Section 409. LAPD personnel will follow the procedures as directed in the LAPD Guidelines for Crowd Management and Crowd Control, Volume 5 of the LAPD Emergency Operations Guide. The following factors shall be considered when issuing a dispersal order:

- a. Use of an amplified loudspeaker system to issue the order
- b. If feasible, send an officer to the far side of the crowd to tape record the order.
- c. If circumstances permit (absence of serious violence), the order shall be made repeatedly over a period of time and, if necessary, from a variety of locations.
- d. The order must include an objectively reasonable period of time to disperse and a clear and safe route to disperse based on the facts and circumstances known at the time.
- e. An order to disperse shall be given in a manner reasonably calculated to be heard by the entire crowd under the circumstances. When it is known that members of the crowd do not understand English, an effort should be made,

when feasible, to give the order to disperse in both English and the other language(s).

- f. The order to disperse shall include a warning that police action may include the use of less lethal munitions, which could cause significant risk of serious injury to those who remain.

10. Crowd Management Training - Shows of Force

In its crowd management training, the LAPD shall include a subject on the impact of shows of force on crowd behavior.

11. LAPD's Policy Regarding Crowd Control:

LAPD's policy regarding crowd control can be found in the Emergency Operations Guide, Volume 5, Chapter 7. All LAPD directives and orders directly related to crowd control and the relevant portions of this agreement shall be included in the Emergency Operations Guide by July 1, 2009. The plaintiffs shall be given an opportunity to provide input and comment on the revisions prior to final approval by the LAPD.

12. Training on Crowd Control Policies:

The LAPD shall require Metropolitan Division to undergo training annually, and every officer at the level of Sergeant I and above to undergo training at minimum intervals of two years, on the Crowd Control and Use of Force policies to be developed pursuant to Paragraph 11 of this document. The Department's existing training, designed and implemented after May 1, 2007, will be reviewed and modified, as necessary, to conform to the policies developed as part of this agreement. The training may be live or by e-module, or both, at the Department's discretion.

13. Retention of Jurisdiction:

The Court retains jurisdiction to enforce the terms of this judgment and to issue all orders necessary to do so. The Court's jurisdiction shall continue for a period of four years and may be extended—in whole or in part—for an additional period of two years upon proof by a preponderance of the evidence that the activities complained of are due to the Department's failure to substantially comply with the provisions of this order.

Before bringing a motion to enforce this order, plaintiffs shall give defendants notice of an alleged violation and a reasonable opportunity to remedy it. If necessary to permit defendants adequate time to remedy the alleged failure to comply, the parties will submit a joint request to extend the Court's initial period of jurisdiction.

EXHIBIT E

MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST NAME

	First Name	Last Name	Attorney	Signed
1.	Martha	Abea	LEHK	x
2.	Roger	Abea	LEHK	x
3.	Odalyz	Abreo	MALDEF	x
4.	Harout	Agayan	Myers, Robert	x
5.	Felipe	Aguilar	Carrillo, Luis	x
6.	Acela	Aguilar	MALDEF	x
7.	Sal	Aguilar	Segall-Gutierrez	x
8.	Roxana	Aguilar	Sobel/Thornton	x
9.	Brandon	Aguilar (minor)	Carrillo, Luis	x
10.	Xiomara	Ajuria	Carrillo, Luis	x
11.	Bernardo Ruiz	Alcala	LEHK	x
12.	Maria Dolores	Alducin	Carrillo, Luis	x
13.	Mario	Alfaro	Myers, Robert	x
14.	Ruth	Allon	MALDEF	x
15.	Lorena	Alvarado (Oidor)	Mann & Cook	x
16.	Tomasa	Alvarez	Anderson-Barker/Ford	x
17.	Luis	Alvarez	MALDEF	x
18.	Moises	Alvarez	Mann & Cook	x
19.	Ernesto	Arce	Segall-Gutierrez	x
20.	Sofia	Argureta	Douglas, Carl	x
21.	Annabel	Aviles	Myers, Robert	x
22.	Carmela	Aviles	Myers, Robert	x
23.	Eddie	Ayala	Yates	x
24.	Rosa	Ayala	Yates	x
25.	Valerie	Ayala	Yates	x
26.	Josefina	Azuara	Carrillo, Luis	x
27.	Miguel	Balderas	MALDEF	x
28.	Ruth	Balderas	MALDEF	x
29.	Irene	Banchez	Mann & Cook	x
30.	Vincent Gabriel	Barrios	Douglas, Carl	x
31.	Yolanda	Bastida	MALDEF	x
32.	Juan Carlos	Bautista, Jr.	Anderson-Barker/Ford	x
33.	Juan Carlos	Bautista, Sr.	Anderson-Barker/Ford	x
34.	Jose	Bello	Rodriguez/Garcia-Zelada	missing
35.	Conception	Benn Lopez	MALDEF	x
36.	Sumiko	Braun	Sobel/Thornton	x

**MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST
NAME**

	First Name	Last Name	Attorney	Signed
37.	Kevin	Breslin	Myers, Robert	x
38.	Ruth	Butler	Yates	x
39.	Victor	Caballero (minor)	Carrillo, Luis	x
40.	Spartacous	Cacao	Myers, Robert	x
41.	Maria Antonia	Caceres	MALDEF	x
42.	Alejandro	Cachu Fernandez	MALDEF	x
43.	Maria	Camargo	MALDEF	x
44.	Julia Antonia	Campos	Gonzalez/Herrera	x
45.	Jesus	Carrasco	Rodriguez/Garcia-Zelada	x
46.	Kaileen	Cassedy	Segall-Gutierrez	missing
47.	Juan Carlos	Chopin	Carrillo, Luis	x
48.	Jerome Brandon	Christensen	Sobel/Thornton	x
49.	Sarah	Coffey	Mann & Cook	x
50.	Berta	Comar	Carrillo, Luis	x
51.	Judith	Conway	Yates	x
52.	Carlos	Cordoso Flores	MALDEF	x
53.	Armando	Cordova	SDSHH	missing
54.	Omar	Corletto	SDSHH	x
55.	Adolfo	Coronado	Mann & Cook	x
56.	Javier	Cortez	Segall-Gutierrez	x
57.	Sasha	Costanza- Chock	Sobel/Thornton	x
58.	Edward	Cotton	Segall-Gutierrez (now pro se)	x
59.	Art	Covarrubias	Carrillo, Luis	x
60.	Adolfo	Cruz	Carrillo, Luis	x
61.	Gloria	Cruz	Carrillo, Luis	x
62.	Maria Elena	Cruz	Mann & Cook	x
63.	Karla	Cuellar	Rodriguez/Garcia-Zelada	x
64.	Mario	Cuellar	Rodriguez/Garcia-Zelada	x
65.	Juan	de la Paz	Carrillo, Luis	x
66.	Guadalupe	Delgado	LEHK	x
67.	Sean	Duenser	Sobel/Thornton	x
68.	Jose Reynaldo	Elias	Myers, Robert	x
69.	David Gabriel	Eng	Sobel/Thornton	x
70.	Mary	Eng	Sobel/Thornton	x
71.	Patricia	Escalona-	Segall-Gutierrez	x

**MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST
NAME**

	First Name	Last Name	Attorney	Signed
		Valdez		
72.	Mario	Escobar	Gonzalez/Herrera	missing
73.	Gina	Espinosa	Rodriguez/Garcia-Zelada	x
74.	Donald	Evans	Yates	x
75.	Jason	Felix	Mann & Cook	x
76.	Elfego	Fernandez	Rodriguez/Garcia-Zelada	x
77.	Ana	Flamenco	Mann & Cook	x
78.	Jesus Sanchez	Flores	Mann & Cook	x
79.	Maria de Jesus	Flores	Mann & Cook	x
80.	Jorge	Flores	SDSHH	missing
81.	Juan	Flores-Medina	Segall-Gutierrez	deceased
82.	Roberto	Fofrich	Segall-Gutierrez (now pro se)	x
83.	Guillermo	Fuentes	LEHK	x
84.	Josefina	Funes	Carrillo, Luis	x
85.	Antonia	Galeno	Rodriguez/Garcia-Zelada	x
86.	Luis	Galvez	Anderson-Barker/Ford	x
87.	Elizabeth	Galvez	Yates	x
88.	Frank	Garcia	Carrillo, Luis	x
89.	Martha	Garcia	MALDEF	x
90.	Regina	Garcia	SDSHH	x
91.	Jorge	Garcia Luna	Mann & Cook	x
92.	Joseph	Gell	Anderson-Barker/Ford	x
93.	Fernando	Genchi-Perez	MALDEF	x
94.	Jose Humberto Perez	Godinez	Gonzalez/Herrera	x
95.	Gerardo	Gomez	Mann & Cook	x
96.	Hector	Gomez	SDSHH	x
97.	Judith	Gomez	Sobel/Thornton	x
98.	Maria	Gonzales (Reveles)	Anderson-Barker/Ford	x
99.	Maria	Gonzalez	Anderson-Barker/Ford	x
100.	Apolonio	Gonzalez	Carrillo, Luis	x
101.	Sofia	Gonzalez	Carrillo, Luis	x
102.	Maria Guadalupe	Gonzalez	Mann & Cook	x
103.	Margarita	Gonzalez	Yates	x
104.	Oria	Green	Carrillo, Luis	x
105.	Bardomiano	Grijalva	SDSHH	x

**MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST
NAME**

	First Name	Last Name	Attorney	Signed
	Garcia			
106.	Maria	Guardado	SDSHH	x
107.	Juan	Guerra	Carrillo, Luis	x
108.	Byron	Guidel	Krass, Lou	x
109.	Noel	Guzman	LEHK	x
110.	Miguel	Guzman	Segall-Gutierrez (now pro se)	x
111.	Edgar	Guzman	Yates	x
112.	Wayne	Henderson	Segall-Gutierrez	x
113.	Maria Antonia	Hernandez	Anderson-Barker/Ford	x
114.	Ema	Hernandez	Yates	x
115.	Maria Isabel	Hernandez Jordan	Mann & Cook	x
116.	Rose	Herrera	Carrillo, Luis	x
117.	Deonisio Herrera	Herrera Jimenez	MALDEF	x
118.	Sacramento	Hinojosa	Carrillo, Luis	x
119.	Gabriel	Huerta	Carrillo, Luis	x
120.	Howard	Huerta	Mann & Cook	x
121.	Hilda	Huezo	Anderson-Barker/Ford	x
122.	Hilda Franco	Huezo	Anderson-Barker/Ford	x
123.	Jose	Huezo	Anderson-Barker/Ford	x
124.	Luis	Huezo	Anderson-Barker/Ford	x
125.	Luz Veronica	Hurtado	MALDEF	x
126.	Edgar	Ibarria	LEHK	x
127.	Julio	Jara	Carrillo, Luis	missing
128.	Hector	Jimenez	Carrillo, Luis	x
129.	Ryan	Johnson	Myers, Robert	x
130.	Martha	Juarez	Carrillo, Luis	x
131.	Abel	Juarez	LEHK	x
132.		K.M.	Segall-Gutierrez	x
133.	Hamid	Khan	SDSHH	x
134.	Britney	Lablanc	Yates	x
135.	Braulio	Lezama	Carrillo, Luis	x (Rosa Herrera)
136.	Jose	Lona	Carrillo, Luis	x
137.	Antonio	Lopez	Carrillo, Luis	unsigned
138.	Mario	Lopez	Gonzalez/Herrera	x
139.	Valerie	Lopez	MALDEF	x
140.	Modesto	Lopez	Mann & Cook	x

**MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST
NAME**

	First Name	Last Name	Attorney	Signed
141.	Jorge	Lopez	Myers, Robert	x
142.	Enriqueta	Lopez	Pintar, Susan	x
143.	Patricia Dimas	Lopez	Pintar, Susan	x
144.	Megan	Maldonado	Segall-Gutierrez	x
145.	Jaime	Maldonado	Mann & Cook	x
146.	Edwin	Marin	Segall-Gutierrez	x
147.	Ruben	Marquez	MALDEF	x
148.	Brianna P.	Marquez	Yates	x
149.	Elena M.	Marquez	Yates	x
150.	Lorena	Marquez	Yates	x
151.	Vincent	Marquez	Yates	x
152.	Jazmin	Marroquin	Carrillo, Luis	x
153.	Maria Luisa	Martinez	MALDEF	x
154.	Catalina	Martinez	Rodriguez/Garcia-Zelada	x
155.	Jesus Manuel	Martinez-Santiago	Gonzalez/Herrera	x
156.	Taroo	Mason	Sobel/Thornton	x
157.	Francisco	Medel	Segall-Gutierrez	x
158.	Berkis	Medina	Douglas, Carl	x
159.	Byron Ivan	Medina	Douglas, Carl	x
160.	Martha	Mejia	LEHK	x
161.	Kevin	Melendez (minor) (Marroquin)	Carrillo, Luis	x
162.	Stephanie	Melendez (minor) (Marroquin)	Carrillo, Luis	x
163.	Martin	Mena	Segall-Gutierrez	x
164.	Yolanda	Mendoza	Sobel/Thornton	x
165.	Erol	Meryl	Mann & Cook	x
166.	Andres	Meza	Carrillo, Luis	x
167.	Maria	Meza	MALDEF	x
168.	Juan	Miranda Vasquez	Douglas, Carl	x
169.	Dinora	Molina	Carrillo, Luis	x
170.	Alejandro Enriquez	Molina	Douglas, Carl	x
171.	Gloria	Molina	Gonzalez/Herrera	x
172.	Jose Abraham	Molina	Gonzalez/Herrera	x

MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST NAME

	First Name	Last Name	Attorney	Signed
173.	Jose Manuel	Molina	Gonzalez/Herrera	x
174.	Abel	Montesdeoca	MALDEF	x
175.	Judith	Mora	MALDEF	x
176.	Enrique "Ricky"	Morales	LEHK	x
177.	Joshua	Murcia	MALDEF	x
178.	Nicholas	Napolitano	Sobel/Thornton	x
179.	Marta	Naranjo	SDSHH	x
180.	Dagoberto	Natareno	Mann & Cook	x
181.	Esther	Navarrete-Plata	Gonzalez/Herrera	x
182.	Jose	Navarro	MALDEF	x
183.	Andrew	Newton	Ellison, Ellen	x
184.	Mario	Noriega	Carrillo, Luis	x
185.	Doris	Ochoa	Mann & Cook	x
186.	Angel Geovanni	Oidor	Mann & Cook	x
187.	Elizabeth	Oidor	Mann & Cook	x
188.	Geovanni	Oidor	Mann & Cook	x
189.	Jose	Oidor	Mann & Cook	x
190.	Lorena	Oidor	Mann & Cook	x
191.	Irma	Oqueli	Carrillo, Luis	x
192.	Victor Manuel	Ordaz	Yates	x
193.	Francisco "Frank"	Ordonez	Gonzalez/Herrera	x
194.	Juan	Orozco	LEHK	x
195.	Saira	Orozco Escobar	Gonzalez/Herrera	x
196.	Leopoldo	Ortiz	LEHK	x
197.		P.R.	Segall-Gutierrez (now pro se)	x
198.	Jesus	Pacheco Lua	MALDEF	x
199.	Cesar Antonio	Palma	Rodriguez/Garcia-Zelada	x
200.	Brian	Panjoj	MALDEF	x
201.	Joel	Paredes	Carrillo, Luis	x
202.	Crystal	Paredes (minor)	Carrillo, Luis	x
203.	Sanjukta	Paul	Sobel/Thornton	x
204.	Romualdo	Pedro	Gonzalez/Herrera	x
205.	Lynda	Pedro	MALDEF	x
206.	Rokee	Pedro	MALDEF	x
207.	Sinnai	Pedro	MALDEF	x

MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST NAME

	First Name	Last Name	Attorney	Signed
208.	Carlos	Perez	Mann & Cook	x
209.	Alfonso Arnoldo	Pernillo	Gonzalez/Herrera	x
210.	Luis Lombera	Ponce	Hernandez, Leo	x
211.	Juan	Portillo	Myers, Robert	x
212.	Jazmin	Posada (minor)	Carrillo, Luis	x
213.	Leticia	Ramires	MALDEF	x
214.	Marla	Ramirez	Gonzalez/Herrera	missing
215.	Isabel "Kery"	Ramirez	Sobel/Thornton	x
216.	Geneva	Reese	Segall-Gutierrez (now pro se)	x
217.	Summer	Reese	Segall-Gutierrez (now pro se)	x
218.	Marco	Reveles	Anderson-Barker/Ford	x
219.	Roberto	Reveles, Jr.	Anderson-Barker/Ford	x
220.	Roberto	Reveles, Sr.	Anderson-Barker/Ford	x
221.	Luis Eduardo	Rey	MALDEF	x
222.	Erefelina Bonilla	Reyes	Douglas, Carl	x
223.	Carlos Martinez	Reyes	LEHK	x
224.	Wilson	Reyes	Mann & Cook	x
225.	Pedro	Reyes	Segall-Gutierrez (now pro se)	x
226.	Leticia	Rivas	Myers, Robert	x
227.	Santos	Rivas	Myers, Robert	x
228.	Neil	Rivas	Sobel/Thornton	x
229.	Juan	Rivera	Rodriguez/Garcia-Zelada	x
230.	Flor	Rodriguez	Anderson-Barker/Ford	x
231.	Elena Guadalupe	Rodriguez	Douglas, Carl	x
232.	Santos Alicia	Rodriguez	Gonzalez/Herrera	Public guardian signing
233.	Jesus	Rodriguez	LEHK	x
234.	Rosa Elena	Rodriguez	MALDEF	x
235.	Felipe Venegas	Rodriguez	SDSHH	x
236.	Bryan	Rodriguez Aguilar	MALDEF	x
237.	Jaime A.	Rojas	Mann & Cook	x
238.	Camilo	Romero	Mann & Cook	x
239.	Frank	Romero	Sobel/Thornton	x

**MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST
NAME**

	First Name	Last Name	Attorney	Signed
240.	Mary	Romo	Myers, Robert	x
241.	Brandon	Roque Aguilar	MALDEF	x
242.	Stephanie	Roque Aguilar	MALDEF	x
243.	Jeremy	Rothe-Kushel	SDSHH	x
244.	Ines	Rueda	MALDEF	x
245.	Fidel	Ruiz	MALDEF	x
246.	Cruz	Saenz	Yates	x
247.	Amparo	Salinas	MALDEF	x
248.	Marlen Biridiana	Sanchez	MALDEF	x
249.	Irene	Sanchez	Segall-Gutierrez	x
250.	Paulino Mariano	Sanchez Ramirez	MALDEF	x
251.	Rosa Isela	Sanchez Sanchez	MALDEF	x
252.	Jonas	Sandoval	MALDEF	x
253.	Salvador	Santa Maria	MALDEF	x
254.	George	Santiago	MALDEF	x
255.	Aloha	Santiago	Yates	x
256.	Eyland	Santiago	Yates	x
257.	Mary	Santiago	Yates	x
258.	Okalani	Santiago	Yates	x
259.	Luis	Santos	Myers, Robert	x
260.	Alejandro	Saucedo	Anderson-Barker/Ford	x
261.	Brian	Smith	SDSHH	x
262.	Jennifer	Snow	Sobel/Thornton	x
263.	Elizabeth	Sunwoo	SDSHH	x
264.	Maria Ester	Tejada	Rodriguez/Garcia-Zelada	x
265.	Oscar	Tipaz	Mann & Cook	x
266.	Jose	Torres	MALDEF	x
267.	Reyna Isabel	Torres	MALDEF	x
268.	Tania	Torres	Segall-Gutierrez (now pro se)	x
269.	Leticia	Trejo	LEHK	x
270.	Isis	Vallejo	MALDEF	x
271.	Araceli	Vargas	MALDEF	x
272.	Karla	Vargas	MALDEF	x
273.	Ivan	Vargas	Yates	x

**MIWON AND RELATED CASE CLIENTS –ALPHABETICALLY BY LAST
NAME**

	First Name	Last Name	Attorney	Signed
274.	Miguel	Vargas-Solorzano	Mann & Cook	x
275.	Jose Luis	Vasquez	Carrillo, Luis	x
276.	Rosa	Vasquez	Carrillo, Luis	x
277.	Magdeleno	Vasquez	Segall-Gutierrez	x
278.	Arturo	Velasquez	Mann & Cook	x
279.	Veronica	Velez	Sobel/Thornton	x
280.	Herbert	Ventura	Carrillo, Luis	x
281.	Cindy	Viallarden	Douglas, Carl	x
282.	Nancy	Viallarden	Douglas, Carl	x
283.	Theresa	Viallarden	Douglas, Carl	x
284.	Leonor	Vidal	Segall-Gutierrez	x
285.	Jorge	Villacorta	Gonzalez/Herrera	x
286.	Miguel	Villanueva	Anderson-Barker/Ford	x
287.	Reynaldo	Villarica	Sobel/Thornton	x
288.	Bert	Voorhees	Sobel/Thornton	x
289.	Mary	Waldegiorgis	Ellison, Ellen	x
290.	Julia	Wallace	Mann & Cook	x
291.	Everett	Walls	SDSHH	x
292.	Henry	Walton	Anderson-Barker/Ford	x
293.	Sharee	Warner	Yates	x
294.	Carlos	Wong	Carrillo, Luis	x
295.	Raymund	Young	Yates	x
296.	Nellely	Zarate	Mann & Cook	x
297.	Ricardo	Zelada	Rodriguez/Garcia-Zelada	x

EXHIBIT F

Exhibit F: MIWON MINORS

Minors under 16 receiving \$6,000 or less

Name	Category	Birth year	Attorney
G.M.	2	1991	Gonzalez-Herrera
I.V.	1	1994	MALDEF
O.A.	2	1997	MALDEF
Brandon R-A.	2	1994	MALDEF
Bryan R-A.	2	2005	MALDEF
S. R-A.	2	1992	MALDEF
L. P.	2	1997	MALDEF
R. P.	2	2001	MALDEF
S.P.	2	1994	MALDEF
A.G. O.	1	2006	Mann & Cook
E. O.	2	1995	Mann & Cook
L. O.	2	2001	Mann & Cook
N. Z.	2	1992	Mann & Cook

EXHIBIT G

EXHIBIT G: Minors under 16 receiving more than \$6,000

Name	Category	Birth year	Attorney
J. H.	3	1995	Anderson-Barker/Ford
J. C. B.	4	2002	Anderson-Barker/Ford
B. P.	3	2003	MALDEF
M. B.	3	1995	MALDEF
V. L.	3	2000	MALDEF
K. V.	4	1996	MALDEF
R. B.	4	1993	MALDEF
O. T.	3	1998	Mann & Cook
J. F.	3	2002	Mann & Cook

EXHIBIT H

Exhibit H. Minors receiving above \$6000 who will be at least 16 in 2009

Name	Category	Birth year	Attorney
M. A.	3	1993	Mann & Cook
H. H.	3	1991	Anderson-Barker
G. O.	4	1992	Mann & Cook